RED HERRING PROSPECTUS
Dated July 30, 2021
Please read Section 32 of the Companies Act, 2013
100% Book Built Offer

NUVOCO VISTAS CORPORATION LIMITED

Our Company was originally incorporated on February 8, 1999 as a private limited company under the Companies Act, 1956, with the name "Infra Cement India Private Limited" in Mumbai. Pursuant to the investment in our Company by the erstwhile shareholders in the year 1999 and the resolution dated May 19, 1999 passed by the Shareholders, the name of our Company was changed to "Lafarge India Private Limited", and a fresh certificate of incorporation was issued upon the change of name by the RoC on May 25, 1999. Pursuant to Section 43A(1) of the Companies Act, 1956, our Company became a deemed public limited company with effect from November 2, 1999 and the certificate of incorporation of our Company was endorsed by the RoC to that effect, and this was noted in the resolution dated December 3, 1999 passed by the Board. Subsequently, pursuant to the resolution dated April 16, 2003 passed by the Shareholders, the status of our Company was changed from deemed public limited company to private limited company in terms of Section 43A(2A) of the Companies Act, 1956. Accordingly, our Company became a private limited company with effect from April 16, 2003 and the certificate of incorporation of our Company was endorsed by the RoC to that effect. Thereafter, pursuant to the resolution dated February 26, 2016 passed by the Shareholders, our Company was once again converted to a public limited company resulting in the change of name to "Lafarge India Limited" and a fresh certificate of incorporation was issued by the RoC on March 12, 2016. Pursuant to divestment by the erstwhile shareholders in our Company in the year 2016 and the resolution dated March 8, 2017 passed by the Shareholders, the name of our Company was changed to "Nuvoco Vistas Corporation Limited" and a fresh certificate of incorporation was issued by the RoC on March 10, 2017. For details of the change in the name and the registered office of our Company, see "***History and Certain Corporate Matters***" on page 209.

Corporate Identity Number: U26940MH1999PLC118229
Registered and Corporate Office: Equinox Business Park, Tower 3, East Wing, 4th Floor, LBS Marg, Kurla (West), Mumbai - 400 070, Maharashtra, India; **Tel:** +91 22 6769 2500
Contact Person: Shruta Sanghavi, Company Secretary and Compliance Officer; **Tel**: +91 22 6630 6511
E-mail: investor.relations@nuvoco.com; **Website**: www.nuvoco.com

THE PROMOTERS: NIYOGI ENTERPRISE PRIVATE LIMITED AND DR. KARSANBHAI K. PATEL

INITIAL PUBLIC OFFERING OF UP TO [●] EQUITY SHARES OF FACE VALUE OF ₹ 10 EACH ("EQUITY SHARES") OF NUVOCO VISTAS CORPORATION LIMITED ("COMPANY" OR THE "ISSUER") FOR CASH AT A PRICE OF ₹ [●] PER EQUITY SHARE (INCLUDING A SHARE PREMIUM OF ₹ [●] PER EQUITY SHARE) ("OFFER PRICE") AGGREGATING UP TO ₹ 50,000.00 MILLION COMPRISING A FRESH ISSUE OF UP TO [●] EQUITY SHARES AGGREGATING UP TO ₹ 15,000.00 MILLION ("FRESH ISSUE") AND AN OFFER FOR SALE OF UP TO [●] EQUITY SHARES BY NIYOGI ENTERPRISE PRIVATE LIMITED ("PROMOTER SELLING SHAREHOLDER") AGGREGATING UP TO ₹ 35,000.00 MILLION ("OFFERED SHARES") ("OFFER FOR SALE", AND TOGETHER WITH THE FRESH ISSUE, THE "OFFER"). THE OFFER SHALL CONSTITUTE [●]% OF THE POST-OFFER PAID UP EQUITY SHARE CAPITAL OF OUR COMPANY.

THE PRICE BAND AND THE MINIMUM BID LOT WILL BE DETERMINED BY OUR COMPANY AND THE PROMOTER SELLING SHAREHOLDER, IN CONSULTATION WITH THE BOOK RUNNING LEAD MANAGERS AND WILL BE ADVERTISED IN ALL EDITIONS OF THE FINANCIAL EXPRESS (A WIDELY CIRCULATED ENGLISH NATIONAL NEWSPAPER), ALL EDITIONS OF JANSATTA (A WIDELY CIRCULATED HINDI NATIONAL NEWSPAPER) AND ALL EDITIONS OF NAVSHAKTI (A WIDELY CIRCULATED MARATHI NATIONAL NEWSPAPER, MARATHI BEING THE REGIONAL LANGUAGE OF MAHARASHTRA, WHERE THE REGISTERED AND CORPORATE OFFICE IS LOCATED) AT LEAST TWO WORKING DAYS PRIOR TO THE BID/OFFER OPENING DATE AND SHALL BE MADE AVAILABLE TO BSE LIMITED ("BSE") AND NATIONAL STOCK EXCHANGE OF INDIA LIMITED ("NSE" AND TOGETHER WITH BSE, THE "STOCK EXCHANGES") FOR UPLOADING ON THEIR RESPECTIVE WEBSITES IN ACCORDANCE WITH THE SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE OF CAPITAL AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2018, AS AMENDED ("SEBI ICDR REGULATIONS").

THE FACE VALUE OF THE EQUITY SHARES IS ₹ 10 EACH AND THE OFFER PRICE IS [●] TIMES THE FACE VALUE OF THE EQUITY SHARES

In case of a revision in the Price Band, the Bid/Offer Period will be extended for at least three additional Working Days after such revision of the Price Band subject to the Bid/Offer Period not exceeding a total of 10 Working Days. In cases of force majeure, banking strike or similar circumstances, our Company may, for reasons to be recorded in writing, extend the Bid/Offer Period for a minimum of three Working Days, subject to the Bid/Offer Period not exceeding 10 Working Days. Any revision in the Price Band and the revised Bid/Offer Period, if applicable, will be widely disseminated by notification to the Stock Exchanges, by issuing a press release, and also by indicating the change on the websites of the Book Running Lead Managers and at the terminals of the other members of the Syndicate.

The Offer is being made in terms of Rule 19(2)(b) of the Securities Contracts (Regulation) Rules, 1957, as amended, ("**SCRR**") read with Regulation 31 of the SEBI ICDR Regulations. The Offer is being made through the Book Building Process, in compliance with Regulation 6(1) of the SEBI ICDR Regulations, where not more than 50% of the Offer shall be available for allocation on a proportionate basis to Qualified Institutional Buyers ("**QIBs**") ("**QIB Category**"), provided that our Company and the Promoter Selling Shareholder, in consultation with the Book Running Lead Managers, may allocate up to 60% of the QIB Category to Anchor Investors, on a discretionary basis ("**Anchor Investor Portion**"), of which one-third shall be reserved for domestic Mutual Funds, subject to valid Bids being received from domestic Mutual Funds at or above the price at which Equity Shares are allocated to Anchor Investors. In the event of under-subscription, or non-allocation in the Anchor Investor Portion, the balance Equity Shares shall be added to the QIB Category. Post allocation to the Anchor Investors, the QIB Category will be reduced by such number of Equity Shares. Further, 5% of the QIB Category (excluding the Anchor Investor Portion) shall be available for allocation on a proportionate basis to Mutual Funds only and the remainder of the QIB Category shall be available for allocation on a proportionate basis to all QIBs (other than Anchor Investors), including Mutual Funds, subject to valid Bids being received at or above the Offer Price. However, if the aggregate demand from Mutual Funds is less than 5% of the QIB Category (excluding the Anchor Investor Portion), the balance Equity Shares available for allocation in the Mutual Fund Portion will be added to the remaining QIB Category (excluding the Anchor Investor Portion) for proportionate allocation to QIBs. Further, not less than 15% of the Offer shall be available for allocation on a proportionate basis to Non-Institutional Investors and not less than 35% of the Offer shall be available for allocation to Retail Individual Investors, in accordance with the SEBI ICDR Regulations, subject to valid Bids being received at or above the Offer Price. All Bidders (other than Anchor Investors) shall mandatorily participate in this Offer through the Application Supported by Block Amount ("**ASBA**") process, and shall provide details of their respective bank account (including UPI ID for Retail Individual Investors using UPI Mechanism) in which the Bid Amount will be blocked by the SCSBs or the Sponsor Bank, as the case may be. Anchor Investors are not permitted to participate in the Anchor Investor Portion through the ASBA process. For further details, see "***Offer Procedure***" on page 441.

RISKS IN RELATION TO THE FIRST OFFER

This being the first public issue of Equity Shares, there has been no formal market for the Equity Shares. The face value of the Equity Shares is ₹ 10 per Equity Share. The Floor Price, the Cap Price and the Offer Price (as determined by our Company and the Promoter Selling Shareholder), in accordance with the SEBI ICDR Regulations, and as stated in "***Basis for Offer Price***" on page 111, should not be taken to be indicative of the market price of the Equity Shares after the Equity Shares are listed. No assurance can be given regarding an active and/or sustained trading in the Equity Shares or regarding the price at which the Equity Shares will be traded after listing.

GENERAL RISKS

Investments in equity and equity-related securities involve a degree of risk and investors should not invest any funds in this Offer unless they can afford to take the risk of losing their entire investment. Investors are advised to read the risk factors carefully before taking an investment decision in this Offer. For taking an investment decision, investors must rely on their own examination of our Company and the Offer, including the risks involved. The Equity Shares have not been recommended or approved by the Securities and Exchange Board of India ("**SEBI**"), nor does SEBI guarantee the accuracy or adequacy of the contents of this Red Herring Prospectus. Specific attention of the investors is invited to "***Risk Factors***" on page 25.

ISSUER'S AND PROMOTER SELLING SHAREHOLDER'S ABSOLUTE RESPONSIBILITY

Our Company, having made all reasonable inquiries, accepts responsibility for and confirms that this Red Herring Prospectus contains all information with regard to our Company and the Offer, which is material in the context of the Offer, that the information contained in this Red Herring Prospectus 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 makes this Red Herring Prospectus as a whole or any of such information or the expression of any such opinions or intentions, misleading in any material respect.

Further, the Promoter Selling Shareholder accept responsibility for only such statements confirmed or undertaken by the Promoter Selling Shareholder in this Red Herring Prospectus to the extent such statements pertain to the Promoter Selling Shareholder and/or its Offered Shares and confirms that such statements are true and correct in all material respects and are not misleading in any material respect. However, the Promoter Selling Shareholder does not assume any responsibility for any other statements, including without limitation, any and all of the statements made by or in relation to our Company in this Red Herring Prospectus.

LISTING

The Equity Shares offered through this Red Herring Prospectus are proposed to be listed on the Stock Exchanges. We have received in-principle approvals from BSE and NSE for the listing of the Equity Shares pursuant to letters dated June 3, 2021 and June 16, 2021, respectively. For the purpose of the Offer, BSE is the Designated Stock Exchange. A signed copy of this Red Herring Prospectus and the Prospectus shall be filed with the RoC in accordance with Section 26(4) of the Companies Act, 2013. For details of the material contracts and documents available for inspection from the date of this Red Herring Prospectus up to the Bid/Offer Closing Date, see "***Material Contracts and Documents for Inspection***" on page 515.

BOOK RUNNING LEAD MANAGERS					REGISTRAR TO THE OFFER
ICICI Securities Limited ICICI Centre, H.T. Parekh Marg, Churchgate Mumbai - 400 020 Maharashtra, India **Tel:** +91 22 2288 2460 **E-mail**: nuvoco.ipo@icicisecurities.com **Website:** www.icicisecurities.com **Investor Grievance E-mail**: customercare@icicisecurities.com **Contact person:** Mr. Sameer Purohit / Mr. Rupesh Khant **SEBI Registration No:** INM000011179	**Axis Capital Limited** 1st Floor, Axis House C-2, Wadia International Centre P. B. Marg, Worli Mumbai - 400 025 Maharashtra, India **Tel:** +91 22 4325 2183 **E-mail**: nvcl.ipo@axiscap.in **Website:** www.axiscapital.co.in **Investor Grievance E-mail**: complaints@axiscap.in **Contact person:** Mr. Pratik Pednekar **SEBI Registration No:** INM000012029	**HSBC Securities and Capital Markets (India) Private Limited** 52/60, Mahatma Gandhi Road, Fort Mumbai - 400 001 Maharashtra, India **Tel**: +91 22 2268 5555 **E-mail**: nuvocoipo@hsbc.co.in **Website**: www.business.hsbc.co.in/en-gb/in/generic/ipo-open-offer-and-buyback **Investor grievance e-mail**: investorgrievance@hsbc.co.in **Contact Person**: Ms. Sanjana Maniar / Mr. Dhananjay Sureka **SEBI Registration No.**: INM000010353	**J.P. Morgan India Private Limited** J.P. Morgan Tower, Off. C.S.T. Road Kalina, Santacruz (East) Mumbai 400 098 Maharashtra, India **Tel:** +91 22 6157 3000 **E-mail:** nuvoco_ipo@jpmorgan.com **Website:** www.jpmipl.com **Investor grievance e-mail**: investorsmb.jpmipl@jpmorgan.com **Contact Person:** Mr. Saarthak K. Soni **SEBI Registration No.**: INM000002970	**SBI Capital Markets Limited** 202, Maker Tower 'E' Cuffe Parade Mumbai 400 005 Maharashtra, India **Tel:** +91 22 2217 8300 **E-mail:** nuvoco.ipo@sbicaps.com **Website:** www.sbicaps.com **Investor Grievance e-mail:** investor.relations@sbicaps.com **Contact Person**: Mr. Karan Savardekar / Mr. Gaurav Mittal **SEBI Registration No.:** INM000003531	**Link Intime India Private Limited** C-101, 1st Floor, 247 Park L. B. S. Marg, Vikhroli West Mumbai - 400 083 Maharashtra, India **Tel:** +91 22 4918 6200 **E-mail:** nuvoco.ipo@linkintime.co.in **Investor grievance E-mail**: nuvoco.ipo@linkintime.co.in **Website:** www.linkintime.co.in **Contact Person:** Shanti Gopalkrishnan **SEBI Registration No:** INR000004058

BID/OFFER PERIOD			
BID/OFFER OPENS ON*	**MONDAY, AUGUST 9, 2021**	**BID/OFFER CLOSES ON****	**WEDNESDAY, AUGUST 11, 2021**

(1) Our Company and the Promoter Selling Shareholder, in consultation with the Book Running Lead Managers may consider participation by Anchor Investors, in accordance with the SEBI ICDR Regulations. The Anchor Investor Bidding Date shall be one Working Day prior to the Bid/Offer Opening Date i.e. Friday, August 6, 2021.

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SECTION I - GENERAL

DEFINITIONS AND ABBREVIATIONS

This Red Herring Prospectus uses certain definitions and abbreviations which, unless the context otherwise indicates or implies, or unless otherwise specified, shall have the meaning as provided below. References to any statute or rules or guidelines or regulations or policies or Articles of Association or Memorandum of Association will include any amendments, clarifications, modifications, replacements or re-enactments thereto, from time to time.

In case of any inconsistency between the definitions given below and the definitions contained in the General Information Document (as defined below), the definitions given below shall prevail.

*Unless the context otherwise indicates, all references to "**the Company**", and "**our Company**", are references to Nuvoco Vistas Corporation Limited, a public limited company incorporated in India under the Companies Act, 1956 with its registered and corporate office at Equinox Business Park, Tower 3, East Wing, 4th Floor, LBS Marg, Kurla (West), Mumbai - 400 070, Maharashtra, India. Furthermore, unless the context otherwise indicates, all references to the terms "**we**", "**us**" and "**our**" are to our Company and the Subsidiary (as defined below), on a consolidated basis.*

*Notwithstanding the foregoing, terms in the chapters/sections "**Statement of Tax Benefits**", "**Industry Overview**", "**Key Regulations and Policies in India**", "**History and Certain Corporate Matters**", "**Financial Statements**", "**Outstanding Litigation and Other Material Developments**" and "**Main Provisions of Articles of Association**" will have the meaning ascribed to such terms in these respective chapters/sections.*

The words and expressions used but not defined in this Red Herring Prospectus will have the same meaning as assigned to such terms under the Companies Act, 2013, the SEBI Act, the SEBI ICDR Regulations, the SCRA, the Depositories Act and the rules and regulations made thereunder.

Company related terms

Term	Description
Arasmeta Cement Plant	Cement plant located at Gopal Nagar, Janjgir Champa, Chhattisgarh operated by our Company
Articles of Association or Articles	The articles of association of our Company, as amended
Audit Committee	The audit committee of the Board
Bhabua Cement Plant	Cement plant located at Bhabua, Bihar operated by the Subsidiary
Bhiwani Cement Plant	Cement plant located at Chirya, Bhiwani, Haryana operated by our Company
Board or Board of Directors	The board of directors of our Company, or a duly constituted committee thereof
CDIC	Construction Development and Innovation Centre
Cement Plants	Collectively, (i) Arasmeta Cement Plant, Nimbol Cement Plant, Sonadih Cement Plant, Chittorgarh Cement Plant, Jojobera Cement Plant, Mejia Cement Plant and Bhiwani Cement Plant operated by our Company, and (ii) Risda Cement Plant, Panagarh Cement Plant, Bhabua Cement Plant and Jajpur Cement Plant operated by the Subsidiary
Chairman	The chairman of our Company being, Mr. Hiren Patel
Chief Financial Officer	The chief financial officer of our Company being, Mr. Maneesh Agrawal
Chittorgarh Cement Plant	Cement plant located at Nimbahera, Chittorgarh, Rajasthan operated by our Company
Company Secretary and Compliance Officer	The company secretary and compliance officer of our Company being, Mrs. Shruta Sanghavi
Corporate Promoter	The corporate promoter of our Company being, Niyogi Enterprise Private Limited
Corporate Social Responsibility Committee	The corporate social responsibility committee of the Board
Director(s)	The director(s) on the Board
Equity Shares	The equity shares of our Company of a face value of ₹ 10 each
Group Companies	In terms of Regulation 2(1)(t) of the SEBI ICDR Regulations, the term "group companies" includes companies (other than the Corporate Promoter and the Subsidiary) with which there were related party transactions as disclosed in the Restated Financial Statements as covered under the applicable accounting standards, and any other companies as considered material by the Board, in accordance with the resolution dated July 3, 2021 passed by the Board, as described in "***Group Companies***" on page 243
Independent Director(s)	Independent director(s) on the Board and eligible to be appointed as independent director(s) under the provisions of the Companies Act, 2013 and the SEBI Listing Regulations. For details of the Independent Directors, see "***Management***" on page 221
Individual Promoter	Dr. Karsanbhai K. Patel

Term	Description
Jajpur Cement Plant	Cement plant located at Jajpur, Odisha operated by the Subsidiary
Joint Venture	The joint venture of our Company being, Wardha Vaalley, as described under "***Group Companies***" on page 243
Jojobera Cement Plant	Cement plant located at Jojobera, Jamshedpur, Jharkhand operated by our Company
Key Managerial Personnel	The key managerial personnel of our Company in terms of Regulation 2(1)(bb) of the SEBI ICDR Regulations and Section 2(51) of the Companies Act, 2013, and as described in "***Management***" on page 221
Kotak CCDs	50,000,000 fully paid-up compulsorily and mandatorily convertible debentures of face value of ₹ 100 each issued to Kotak Special Situations Fund
Managing Director	The managing director of our Company being, Mr. Jayakumar Krishnaswamy
Materiality Policy	The policy adopted by the Board on July 3, 2021 for material outstanding litigation and outstanding dues to material creditors, in accordance with the disclosure requirements under the SEBI ICDR Regulations
Mejia Cement Plant	Cement plant located at Mejia in West Bengal operated by our Company
Memorandum of Association	The memorandum of association of our Company, as amended
Nimbol Cement Plant	Cement plant located at Nimbol, Jaitaran, Rajasthan operated by our Company
Nomination and Remuneration Committee	The nomination and remuneration committee of the Board
Non-executive Director(s)	The non-executive(s) Directors of our Company
NU Vista	NU Vista Limited (formerly known as Emami Cement Limited)
Panagarh Cement Plant	Cement plant located at Panagarh, West Bengal operated by the Subsidiary
Proforma Financial Statements	The proforma financial statements of our Company, comprising the unaudited proforma consolidated statement of profit and loss for the financial year ended March 31, 2021, read with the notes thereto. The Proforma Financial Statements have been prepared, based on the same accounting policies as the Restated Financial Statements, to show the main effects of such acquisition on the results of operations i.e. the unaudited proforma statements of profit and loss for the financial year ended March 31, 2021, combines the profit and loss statements of our Company and NU Vista for the aforesaid period, as if the acquisition had taken place on April 1, 2020.
Promoter Group	The persons and entities constituting the promoter group of our Company in terms of Regulation 2(1)(pp) of the SEBI ICDR Regulations, as disclosed in "***Promoters and Promoter Group***" on page 239
Promoter Selling Shareholder	Niyogi Enterprise Private Limited
Promoters	The promoters of our Company being, Niyogi Enterprise Private Limited and Dr. Karsanbhai K. Patel
Registered and Corporate Office	The registered and corporate office of our Company, situated at Equinox Business Park, Tower 3, East Wing, 4th Floor, LBS Marg, Kurla (West), Mumbai - 400 070, Maharashtra, India
Restated Financial Statements	Restated Consolidated Ind AS Summary Statements of the Company, its subsidiaries (together referred to as the "**Group**") and its joint venture which comprises of the Restated Consolidated Ind AS Summary Statement of Assets and Liabilities as at March 31, 2021, March 31, 2020 and March 31, 2019, the Restated Consolidated Ind AS Summary Statement of Profit and Loss (including other comprehensive income), the Restated Consolidated Ind AS Summary Statement of Changes in Equity and the Restated Consolidated Ind AS Summary Statement of Cash Flows for each of the years ended March 31, 2021, March 31, 2020 and March 31, 2019 and the significant accounting policies and explanatory notes to Restated Consolidated Ind AS Summary Statements and included in "***Financial Statements***" on page 250
Risda Cement Plant	Cement plant located at Risda, Chhattisgarh operated by the Subsidiary
RMX Plants	The ready-mixed concrete plants of our Company
RoC/Registrar of Companies	Registrar of Companies, Maharashtra, at Mumbai
Shareholders	The holders of the Equity Shares from time to time
Sonadih Cement Plant	Cement plant located at Sonadih, Raseda, Chhattisgarh operated by our Company
Stakeholders Relationship Committee	The stakeholders relationship committee of the Board
Statutory Auditors / Auditors	The statutory auditors of our Company being, MSKA & Associates, Chartered Accountants
Subsidiary	The subsidiary of our Company being, NU Vista, as described under "***History and Certain Corporate Matters - Subsidiaries and associates***" on page 218

Term	Description
Wardha Vaalley	Wardha Vaalley Coal Field Private Limited
2008 Scheme	The scheme of amalgamation and arrangement of Lafarge India Holding Private Limited with our Company under Sections 391 to 394 of the Companies Act, 1956 sanctioned by the Bombay High Court pursuant to order dated January 18, 2008
2011 Scheme	The scheme of amalgamation of Lafarge Rajasthan Cement Limited with our Company under Sections 391 to 394 of the Companies Act, 1956 sanctioned by the Bombay High Court pursuant to order dated August 5, 2011
2015 Scheme	The scheme of amalgamation of Lafarge Aggregates and Concrete India Limited, Arasmeta Coal Mining Company Private Limited, LI Cement Private Limited, LI Eastern Private Limited with our Company under Sections 391 to 394 of the Companies Act, 1956 sanctioned by the Bombay High Court pursuant to order dated February 13, 2015
2017 Scheme	The scheme of amalgamation of Nirchem Cement Limited with our Company under Sections 230 to 232 of the Companies Act, 2013 sanctioned by the NCLT at Mumbai pursuant to order dated April 6, 2017
2020 Scheme	The scheme of arrangement of the cement undertaking of Nirma Limited with our Company under Sections 230 to 232 of the Companies Act, 2013 sanctioned by the NCLT at Mumbai pursuant to order dated January 9, 2020 and the NCLT at Ahmedabad pursuant to order dated November 25, 2019

Offer related terms

Term	Description
Acknowledgment Slip	The slip or document to be issued by the respective Designated Intermediary(ies) to a Bidder as proof of registration of the Bid cum Application Form
Allotment Advice	The note or advice or intimation of Allotment, sent to each successful Bidder who has been or is to be Allotted the Equity Shares after approval of the Basis of Allotment by the Designated Stock Exchange
Allotted, Allotment or Allot	Unless the context otherwise requires, allotment of Equity Shares pursuant to the Fresh Issue and transfer of Offered Shares pursuant to the Offer for Sale to successful Bidders
Allottee	A successful Bidder to whom the Equity Shares are Allotted
Anchor Investor	A QIB, who applies under the Anchor Investor Portion in accordance with the requirements specified in the SEBI ICDR Regulations and this Red Herring Prospectus and who has Bid for an amount of at least ₹ 100 million
Anchor Investor Bidding Date	The date one Working Day prior to the Bid/Offer Opening Date i.e. Friday, August 6, 2021, on which Bids by Anchor Investors shall be submitted, prior to and after which the Book Running Lead Managers will not accept any Bids from Anchor investors, and allocation to the Anchor Investors shall be completed
Anchor Investor Offer Price	The final price at which the Equity Shares will be Allotted to Anchor Investors in terms of this Red Herring Prospectus and the Prospectus, which will be a price equal to or higher than the Offer Price but not higher than the Cap Price The Anchor Investor Offer Price will be determined by our Company and the Promoter Selling Shareholder, in consultation with the Book Running Lead Managers
Anchor Investor Portion	Up to 60% of the QIB Category which may be allocated by our Company and the Promoter Selling Shareholder, in consultation with the Book Running Lead Managers, to Anchor Investors, on a discretionary basis in accordance with the SEBI ICDR Regulations. One third of the Anchor Investor Portion is reserved for domestic Mutual Funds, subject to valid Bids being received from domestic Mutual Funds at or above the price at which allocation is made to Anchor Investors, which price shall be determined by our Company and the Promoter Selling Shareholder, in consultation with the Book Running Lead Managers
Application Supported by Blocked Amount or ASBA	The application (whether physical or electronic) by a Bidder (other than Anchor Investors) to make a Bid authorising the relevant SCSB to block the Bid Amount in the relevant ASBA Account and will include applications made by RIIs using the UPI Mechanism where the Bid Amount will be blocked by SCSBs upon acceptance of UPI Mandate Request
ASBA Account	A bank account maintained with an SCSB and specified in the Bid cum Application Form which will be blocked by such SCSB to the extent of the appropriate Bid Amount in relation to a Bid by a Bidder (other than a Bid by an Anchor Investor) and will include amounts blocked by SCSB upon acceptance of UPI Mandate Request by RIIs using the UPI Mechanism
ASBA Bidders	All Bidders except Anchor Investors

Term	Description
ASBA Form	An application form, whether physical or electronic, used by ASBA Bidders Bidding through the ASBA process, which will be considered as the application for Allotment in terms of this Red Herring Prospectus and the Prospectus
Axis	Axis Capital Limited
Bankers to the Offer	Collectively, the Escrow Collection Bank, the Public Offer Bank, the Refund Bank and the Sponsor Bank
Basis of Allotment	The basis on which the Equity Shares will be Allotted to successful Bidders under the Offer, described in "***Offer Procedure***" on page 441
Bid	An indication to make an offer during the Bid/Offer Period by a Bidder (other than an Anchor Investor), or on the Anchor Investor Bidding Date by an Anchor Investor, pursuant to submission of a Bid cum Application Form, to subscribe for or purchase the Equity Shares at a price within the Price Band, including all revisions and modifications thereto, to the extent permissible under the SEBI ICDR Regulations and in terms of this Red Herring Prospectus and the Bid cum Application Form. The term "Bidding" shall be construed accordingly.
Bid Amount	The highest value of the Bids as indicated in the Bid cum Application Form and payable by the Bidder or as blocked in the ASBA Account of the Bidder, as the case may be, upon submission of the Bid in the Offer
Bid cum Application Form	The form in terms of which the Bidder shall make a Bid, including an ASBA Form, and which shall be considered as the application for the Allotment of Equity Shares pursuant to the terms of this Red Herring Prospectus and the Prospectus
Bid Lot	[●] Equity Shares and in multiples of [●] Equity Shares thereafter
Bid/Offer Closing Date	Except in relation to any Bids received from the Anchor Investors, the date after which the Designated Intermediaries will not accept any Bids, being Wednesday, August 11, 2021, which shall be published in all editions of The Financial Express (a widely circulated English national daily newspaper), all editions of Jansatta (a widely circulated Hindi national daily newspaper) and all editions of Navshakti (a widely circulated Marathi daily newspaper, Marathi being the regional language of Maharashtra, where the Registered and Corporate Office is located). In case of any revisions, the extended Bid/Offer Closing Date will be widely disseminated by notification to the Stock Exchanges, by issuing a press release, and also by indicating the change on the websites of the Book Running Lead Managers and at the terminals of the other members of the Syndicate.
Bid/Offer Opening Date	Except in relation to any Bids received from the Anchor Investors, the date on which the Designated Intermediaries shall start accepting Bids, being Monday, August 9, 2021, which shall be published in all editions of The Financial Express (a widely circulated English national daily newspaper), all editions of Jansatta (a widely circulated Hindi national daily newspaper) and all editions of Navshakti (a widely circulated Marathi daily newspaper, Marathi being the regional language of Maharashtra, where the Registered and Corporate Office is located) and in case of any revisions, the extended Bid/Offer Closing Date shall also be notified on the websites and terminals of the Syndicate Members and also intimated to the Designated Intermediaries, as required under the SEBI ICDR Regulations
Bid/Offer Period	Except in relation to Bids received from the Anchor Investors, the period between the Bid/Offer Opening Date and the Bid/Offer Closing Date, inclusive of both days during which prospective Bidders (excluding Anchor Investors) can submit their Bids, including any revisions thereof, in accordance with the SEBI ICDR Regulations and the terms of this Red Herring Prospectus. Provided, however, that the Bidding shall be kept open for a minimum of three Working Days for all categories of Bidders, other than Anchor Investors. In cases of force majeure, banking strike or similar circumstances, our Company may, for reasons to be recorded in writing, extend the Bid / Offer Period for a minimum of three Working Days, subject to the Bid/ Offer Period not exceeding 10 Working Days
Bidder	Any prospective investor who makes a Bid pursuant to the terms of this Red Herring Prospectus and the Bid cum Application Form and unless otherwise stated or implied, includes an Anchor Investor
Bidding Centres	Centres at which the Designated Intermediaries shall accept the Bid cum Application Forms, being the Designated SCSB Branches for SCSBs, Specified Locations for the Syndicate, Broker Centres for Registered Brokers, Designated RTA Locations for CRTAs and Designated CDP Locations for CDPs.
Book Building Process	The book building process as described in Part A of Schedule XIII of the SEBI ICDR Regulations, in terms of which the Offer is being made
Book Running Lead Managers / BRLMs	The book running lead managers to the Offer, in this case, being I-Sec, Axis, HSBC Securities, J.P. Morgan and SBICAP

Term	Description
Broker Centres	Broker centres of the Registered Brokers where Bidders (other than Anchor Investors) can submit the ASBA Forms to a Registered Broker. The details of such broker centres, along with the names and contact details of the Registered Brokers, are available on the respective websites of the Stock Exchanges
CAN/Confirmation of Allocation Note	Notice or intimation of allocation of the Equity Shares to be sent to Anchor Investors, who have been allocated the Equity Shares, after the Anchor Investor Bidding Date
Cap Price	The higher end of the Price Band above which the Offer Price and Anchor Investor Offer Price will not be finalised and above which no Bids will be accepted, including any revisions thereof
Client ID	Client identification number of the Bidder's beneficiary account
Collecting Depository Participants or CDPs	A depository participant, as defined under the Depositories Act and registered with SEBI and who is eligible to procure Bids at the Designated CDP Locations in terms of circular no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015 and the SEBI UPI Circulars, issued by SEBI
Collecting Registrar and Share Transfer Agents or CRTAs	Registrar and share transfer agents registered with SEBI and eligible to procure Bids at the Designated RTA Locations in terms of circular no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015 and the SEBI UPI Circulars, issued by SEBI
Cut-off Price	The Offer Price, finalised by our Company and the Promoter Selling Shareholder, in consultation with the Book Running Lead Managers, which shall be any price within the Price Band. Only Retail Individual Investors are entitled to Bid at the Cut-off Price. QIBs (including Anchor Investors) and Non-Institutional Investors are not entitled to Bid at the Cut-off Price
Demographic Details	The details of the Bidders including the Bidder's address, name of the Bidder's father/husband, investor status, occupation, bank account details and UPI ID, as applicable
Designated CDP Locations	Such centres of the CDPs where Bidders (except Anchor Investors) can submit the ASBA Forms. The details of such Designated CDP Locations, along with the names and contact details of the CDPs are available on the respective websites of the Stock Exchanges and updated from time to time
Designated Date	The date on which the funds from the Escrow Account are transferred to the Public Offer Account or the Refund Account, as appropriate, and the relevant amounts blocked in the ASBA Accounts are transferred to the Public Offer Account and/or are unblocked, as applicable, in terms of this Red Herring Prospectus and the Prospectus, after finalisation of the Basis of Allotment in consultation with the Designated Stock Exchange, following which the Board of Directors may Allot Equity Shares to successful Bidders in the Offer
Designated Intermediaries	Collectively, the members of the Syndicate, sub-syndicate members/agents, SCSBs, Registered Brokers, CDPs and CRTAs, who are authorised to collect Bid cum Application Forms from the Bidders (other than Anchor Investors), in relation to the Offer
Designated RTA Locations	Such centres of the CRTAs where Bidders (except Anchor Investors) can submit the Bid cum Application Forms. The details of such Designated RTA Locations, along with the names and contact details of the CRTAs are available on the respective websites of the Stock Exchanges (www.nseindia.com and www.bseindia.com) and updated from time to time
Designated SCSB Branches	Such branches of the SCSBs which shall collect the ASBA Forms, a list of which is available on the website of SEBI at https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognised=yes or at such other website as may be prescribed by SEBI from time to time
Designated Stock Exchange	BSE
Draft Red Herring Prospectus	The draft red herring prospectus dated May 6, 2021 filed with SEBI and issued in accordance with the SEBI ICDR Regulations, which did not contain complete particulars of the price at which the Equity Shares are offered and the size of the Offer
Eligible NRI	A non-resident Indian, resident in a jurisdiction outside India where it is not unlawful to make an offer or invitation under the Offer and in relation to whom this Red Herring Prospectus and the Bid Cum Application Form constitutes an invitation to subscribe or purchase for the Equity Shares
Escrow Account	Account opened with the Escrow Collection Bank for the Offer and in whose favour the Anchor Investors will transfer money through direct credit or NEFT or RTGS or NACH in respect of the Bid Amount when submitting a Bid
Escrow and Sponsor Bank Agreement	The agreement dated July 26, 2021, entered into among our Company, the Promoter Selling Shareholder, the Registrar to the Offer, the Book Running Lead Managers, and the Bankers to the Offer for collection of the Bid Amounts from Anchor Investors transfer of funds to the Public Offer Account and where applicable remitting refunds, if any, to such Bidders, on the terms and conditions thereof
Escrow Collection Bank	The bank, which is a clearing member and registered with SEBI as a banker to an issue under the SEBI BTI Regulations and with whom the Escrow Account has been opened, in this case, being Axis Bank Limited

Term	Description
First Bidder	The Bidder whose name appears first in the Bid cum Application Form or the Revision Form and in case of joint Bids, whose name appears as the first holder of the beneficiary account held in joint names
Floor Price	The lower end of the Price Band, subject to any revisions thereof, at or above which the Offer Price and Anchor Investor Offer Price will be finalised and below which no Bids will be accepted and which shall not be less than the face value of the Equity Shares
Fresh Issue	Fresh issue of up to [●] Equity Shares by our Company aggregating up to ₹ 15,000.00 million to be issued by our Company as part of the Offer, in terms of this Red Herring Prospectus and the Prospectus
General Information Document	The General Information Document for investing in public issues prepared and issued in accordance with the circular no. SEBI / HO / CFD / DIL1 / CIR / P / 2020 / 37 dated March 17, 2020 and the circular no. SEBI / HO / CFD / DIL2 / CIR / P / 2020 / 50 dated March 30, 2020, as amended by SEBI from time to time. The General Information Document shall be available on the websites of the Stock Exchanges and the BRLMs
HSBC Securities	HSBC Securities and Capital Markets (India) Private Limited
I-Sec	ICICI Securities Limited
J.P. Morgan	J.P. Morgan India Private Limited
Monitoring Agency	Axis Bank Limited
Monitoring Agency Agreement	The agreement dated July 26, 2021 entered into between our Company and the Monitoring Agency
Mutual Fund Portion	5% of the QIB Category (excluding the Anchor Investor Portion) or [●] Equity Shares which shall be available for allocation to Mutual Funds only, on a proportionate basis, subject to valid Bids being received at or above the Offer Price
NBFC-SI	Systemically important non-banking financial company defined under Regulation 2(1)(iii) of the SEBI ICDR Regulations and covered under Regulation 2(1)(ss)(xiii) of the SEBI ICDR Regulations as a QIB
Net Proceeds	Proceeds of the Offer that will be available to our Company, i.e., gross proceeds of the Fresh Issue, less Offer Expenses to the extent applicable to the Fresh Issue.
Non-Institutional Category	The portion of the Offer, being not less than 15% of the Offer or [●] Equity Shares, available for allocation on a proportionate basis to Non-Institutional Investors subject to valid Bids being received at or above the Offer Price
Non-Institutional Investors / NIIs	All Bidders, including FPIs other than individuals, corporate bodies and family offices, registered with SEBI that are not QIBs (including Anchor Investors) or Retail Individual Investors, who have Bid for Equity Shares for an amount of more than ₹ 200,000 (but not including NRIs other than Eligible NRIs)
Offer	The public issue of [●] Equity Shares of face value of ₹ 10 each for cash at a price of ₹ [●] each, aggregating up to ₹ 50,000.00 million comprising the Fresh Issue and the Offer for Sale
Offer Agreement	The agreement dated May 6, 2021 entered into among our Company, the Promoter Selling Shareholder and the Book Running Lead Managers
Offer for Sale	The offer for sale of up to [●] Equity Shares aggregating up to ₹ 35,000.00 million by the Promoter Selling Shareholder
Offer Price	The final price (within the Price Band) at which Equity Shares will be Allotted to the successful Bidders (except Anchor Investors), as determined in accordance with the Book Building Process and determined by our Company and the Promoter Selling Shareholder, in consultation with the Book Running Lead Managers, in terms of this Red Herring Prospectus on the Pricing Date. Equity Shares will be Allotted to Anchor Investors at the Anchor Investor Offer Price in terms of this Red Herring Prospectus
Offered Shares	Up to [●] Equity Shares offered as part of the Offer for Sale, comprising up to [●] Equity Shares by Promoter Selling Shareholder
Price Band	Price band ranging from a Floor Price of ₹ [●] per Equity Share to a Cap Price of ₹ [●] per Equity Share, including revisions thereof, if any. The Price Band will be determined by our Company and the Promoter Selling Shareholder, in consultation with the Book Running Lead Managers, and the minimum Bid Lot size will be determined by our Company and the Promoter Selling Shareholder, in consultation with the Book Running Lead Managers, and advertised in all editions of The Financial Express (a widely circulated English national newspaper), all editions of Jansatta (a widely circulated Hindi national newspaper) and all editions of Navshakti (a widely circulated Marathi daily newspaper, Marathi being the regional language of Maharashtra, where the Registered and Corporate Office is situated), at least two Working Days prior to the Bid/Offer Opening Date, with the relevant financial ratios calculated at the Floor Price

Term	Description
	and at the Cap Price and shall be made available to the Stock Exchanges for the purpose of uploading on their websites
Pricing Date	The date on which our Company and the Promoter Selling Shareholder, in consultation with the Book Running Lead Managers, shall finalise the Offer Price
Prospectus	The prospectus to be filed with the RoC for this Offer on or after the Pricing Date in accordance with the provisions of Section 26 of the Companies Act, 2013 and the SEBI ICDR Regulations, including any addenda or corrigenda thereto and containing the Offer Price, the size of the Offer and certain other information
Public Offer Account	The bank account opened with the Public Offer Bank under Section 40(3) of the Companies Act, 2013 to receive monies from the Escrow Account and the ASBA Accounts on the Designated Date
Public Offer Bank	The bank with whom the Public Offer Account is opened for collection of Bid Amounts from the Escrow Account and ASBA Accounts on the Designated Date, in this case being Axis Bank Limited
QIB Category	The portion of the Offer, being not more than 50% of the Offer, or [●] Equity Shares, which shall be available for allocation on a proportionate basis to QIBs, including the Anchor Investor Portion (in which allocation shall be on a discretionary basis, as determined by our Company and the Promoter Selling Shareholder, in consultation with the Book Running Lead Managers), subject to valid Bids being received at or above the Offer Price
Qualified Institutional Buyers or QIBs	A qualified institutional buyer as defined under Regulation 2(1)(ss) of the SEBI ICDR Regulations
Red Herring Prospectus	This red herring prospectus dated July 30, 2021 to be issued in accordance with Section 32 of the Companies Act, 2013, the SEBI ICDR Regulations which does not have complete particulars of the price at which the Equity Shares shall be allotted and which shall be filed with the RoC at least three Working Days before the Bid/Offer Opening Date and will become the Prospectus after filing with the RoC after the Pricing Date, including any addenda or corrigenda thereto
Refund Account	The account opened with the Refund Bank from which refunds, if any, of the whole or part of the Bid Amount shall be made to Anchor Investors
Refund Bank	The bank which are a clearing member registered with SEBI under the SEBI BTI Regulations, with whom the Refund Account will be opened, in this case being Axis Bank Limited
Registered Brokers	Stock brokers registered with the stock exchanges having nationwide terminals, other than the members of the Syndicate and eligible to procure Bids in terms of circular number no. CIR/CFD/14/2012 dated October 4, 2012 and the SEBI UPI Circulars, issued by SEBI
Registrar Agreement	The agreement dated April 20, 2021 entered into between our Company, the Promoter Selling Shareholder and the Registrar to the Offer in relation to the responsibilities and obligations of the Registrar to the Offer pertaining to the Offer
Registrar to the Offer	Link Intime India Private Limited
Retail Category	The portion of the Offer, being not less than 35% of the Offer, or [●] Equity Shares, available for allocation to Retail Individual Investors, which shall not be less than the minimum Bid Lot, subject to availability in the Retail Category
Retail Individual Investors /RIIs	Bidders (including HUFs and Eligible NRIs), whose Bid Amount for Equity Shares in the Offer is not more than ₹ 200,000 in any of the Bidding options in the Offer (including HUFs applying through their karta and Eligible NRIs and does not include NRIs other than Eligible NRIs)
Revision Form	The form used by the Bidders to modify the quantity of Equity Shares or the Bid Amount in any of their Bid cum Application Forms or any previous Revision Form, as applicable. QIBs Bidding in the QIB category and Non-Institutional Investors Bidding in the Non-Institutional Category are not permitted to withdraw their Bid(s) or lower the size of their Bid(s) (in terms of quantity of Equity Shares or the Bid Amount) at any stage. Retail Individual Investors can revise their Bids during Bid/Offer period and withdraw their Bids until Bid/Offer Closing Date
SBICAP	SBI Capital Markets Limited
SEBI UPI Circulars	Circular no. SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 1, 2018 issued by SEBI as amended or modified by SEBI from time to time, including circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/50 dated April 3, 2019, circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28, 2019, circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019, circular no. SEBI/HO/CFD/DIL2/CIR/P/2020/50 dated March 30, 2020, circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021, circular no. SEBI/HO/CFD/DIL1/CIR/P/2021/47 dated March 31, 2021, the circular no.

Term	Description
	SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021 and any other circulars issued by SEBI or any other governmental authority in relation thereto from time to time
Self-Certified Syndicate Banks or SCSBs	(i) The banks registered with SEBI, offering services in relation to ASBA (other than through UPI Mechanism), a list of which is available on the website of SEBI at https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=34 or https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=35, as applicable, or such other website as updated from time to time, and (ii) The banks registered with SEBI, enabled for UPI Mechanism, a list of which is available on the website of SEBI at https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=40 Applications through UPI in the Offer could be made only through the SCSBs mobile applications (apps) whose name appears on SEBI website. A list of SCSBs and mobile application, which, are live for applying in public issues using UPI Mechanism is appearing in the "list of mobile applications for using UPI in public issues" displayed on SEBI website. The said list shall be updated on SEBI website
Share Escrow Agent	Link Intime India Private Limited
Share Escrow Agreement	The agreement dated July 26, 2021 entered into by and among the Promoter Selling Shareholder, our Company and the Share Escrow Agent in connection with the transfer of the Offered Shares by the Promoter Selling Shareholder and credit of such Equity Shares to the demat account of the Allottees
Specified Locations	Bidding Centres where the Syndicate shall accept Bid cum Application Forms, a list of which is which is available on the website of SEBI (www.sebi.gov.in) and updated from time to time
Sponsor Bank	A Banker to the Offer registered with SEBI, which has been appointed by our Company to act as a conduit between the Stock Exchanges and NPCI in order to push the mandate collect requests and / or payment instructions of the Retail Individual Investors and carry out any other responsibilities, in terms of the SEBI UPI Circulars, in this case being Axis Bank Limited
Stock Exchanges	Together, BSE and NSE
Syndicate Agreement	The agreement dated July 26, 2021, entered into among the members of the Syndicate, our Company, the Promoter Selling Shareholder and the Registrar to the Offer in relation to the collection of Bid cum Application Forms by the Syndicate
Syndicate Members	Intermediaries registered with SEBI and permitted to carry out activities as an underwriter, in this case being Investec Capital Services (India) Private Limited and SBICAP Securities Limited
Syndicate or members of the Syndicate	Collectively, the Book Running Lead Managers and the Syndicate Members
Underwriters	[●]
Underwriting Agreement	The agreement to be entered into among our Company, the Promoter Selling Shareholder, Registrar to the Offer and the Underwriters, on or after the Pricing Date but before filing of the Prospectus
UPI	Unified Payments Interface which is an instant payment mechanism, developed by NPCI
UPI ID	Identity document created on UPI for single-window mobile payment system developed by the NPCI
UPI Mandate Request	A request (intimating the Retail Individual Investors, by way of a notification on the UPI application and by way of a SMS directing the Retail Individual Investors to such UPI application) to the Retail Individual Investors initiated by the Sponsor Bank to authorise blocking of funds equivalent to the Bid Amount in the relevant ASBA Account through the UPI application equivalent to Bid Amount, and the subsequent debit of funds in case of Allotment
UPI Mechanism	The Bidding mechanism that is used by Retail Individual Investors to make Bids in the Offer in accordance with the SEBI UPI Circulars
UPI PIN	Password to authenticate UPI transaction
Working Day(s)	All days on which commercial banks in Mumbai are open for business; provided however, with reference to (a) announcement of Price Band; and (b) Bid/Offer Period, the term Working Day shall mean all days, excluding Saturdays, Sundays and public holidays, on which commercial banks in Mumbai are open for business; and (c) the time period between the Bid/Offer Closing Date and the listing of the Equity Shares on the Stock Exchanges, "Working Day" shall mean all trading days of the Stock Exchanges, excluding Sundays and bank holidays, as per circulars issued by SEBI, including the SEBI UPI Circulars

Conventional and general terms and abbreviations

Term	Description
AIFs	Alternative Investment Funds as defined in and registered with SEBI under the SEBI AIF Regulations
Air Act	Air (Prevention and Control of Pollution) Act, 1981
ANFO	Ammonium Nitrate Fuel Oil Explosive
ASE	Ahmedabad Stock Exchange Limited
BIS Act	The Bureau of Indian Standards Act, 2016
BIS Regulations	The Bureau of Indian Standards (Conformity Assessment) Regulations, 2018
Bn	Billions
BSE	BSE Limited
CAGR	Compounded Annual Growth Rate
CARO	Companies (Auditor's Report) Order, 2016
CCDs	Compulsorily and mandatorily Convertible Debentures
CCI	Competition Commission of India
CDSL	Central Depository Services (India) Limited
CIN	Corporate Identity Number
Companies Act, 2013	The Companies Act, 2013, read with the rules, regulations, clarifications and amendments thereunder
Consolidated FDI Policy	The consolidated FDI Policy, effective from October 15, 2020, issued by the DPIIT, and any amendments or substitutions thereof, issued from time to time
Copyright Act	Copyright Act, 1957
COVID-19	The novel coronavirus disease, which is an infectious disease caused by a newly discovered coronavirus strain that was discovered in 2019 and has resulted in a global pandemic
CRISIL	CRISIL Research, a division of CRISIL Limited
CSR	Corporate social responsibility
Depositories Act	Depositories Act, 1996, read with the rules, regulations, amendments and modifications thereunder
Depository	A depository registered with SEBI under the Securities and Exchange Board of India (Depositories and Participants) Regulations, 1996
Depository Participant or DP	A depository participant as defined under the Depositories Act
DIN	Director Identification Number
DP ID	Depository Participant's identity number
DPIIT	Department of Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India
EBITDA	Earnings Before Interest, Tax, Depreciation and Amortisation
EIA Notification 2006	The Environment Impact Assessment Notification, 2006 issued by the MoEF
EMDE	Emerging Markets and Developing Economies
Environment Protection Act	Environment Protection Act, 1986
EPF Act	Employees' Provident Fund and Miscellaneous Provisions Act, 1952
EPS	Earnings per share
ESI Act	Employees' State Insurance Act, 1948
ESIC	Employees' State Insurance Corporation
FCNR Account	Foreign Currency Non-Resident (Bank) Account established in accordance with provisions of FEMA
FDI	Foreign direct investment
FEMA	Foreign Exchange Management Act, 1999 read with rules and regulations thereunder
FEMA Rules	Foreign Exchange Management (Non-debt Instruments) Rules, 2019
Financial Year/Fiscal/FY	The period of 12 months commencing on April 1 of the immediately preceding calendar year and ending on March 31 of that particular calendar year
FPIs	A foreign portfolio investor who has been registered pursuant to the SEBI FPI Regulations
FVCI	Foreign Venture Capital Investors (as defined under the SEBI FVCI Regulations) registered with SEBI
GDP	Gross Domestic Product
Government of India, Central Government or GoI	The Government of India
GST	Goods and Services Tax
HUF(s)	Hindu undivided family(ies)
IBC	Insolvency and Bankruptcy Code, 2016
ICAI	The Institute of Chartered Accountants of India
IFRS	International Financial Reporting Standards
IMF	The International Monetary Fund
Income Tax Act	Income-tax Act, 1961
Ind AS	The Indian Accounting Standards notified under Section 133 of the Companies Act, 2013 and referred to in the Ind AS Rules
Ind AS 24	Indian Accounting Standard 24 on Related Party Disclosure issued by the MCA

Term	Description
Ind AS Rules	Companies (Indian Accounting Standards) Rules, 2015, as amended from time to time
Indian GAAP	Generally Accepted Accounting Principles in India notified under Section 133 of the Companies Act, 2013 and read together with paragraph 7 of the Companies (Accounts) Rules, 2014 and Companies (Accounting Standards) Amendment Rules, 2016
INR, Rupee, ₹ or Rs.	Indian Rupee, the official currency of the Republic of India
IPO	Initial public offering
IS	International Standards
IT	Information Technology
Kg(s)	Kilogram(s)
MCA	Ministry of Corporate Affairs, Government of India
MCLR	Marginal Cost of funds-based Lending Rate
MIS	Management Information System
MMDR Act	The Mines and Minerals (Development and Regulation) Act, 1957
MoEF	Ministry of Environment, Forests and Climate Change
MoSPI	Ministry of Statistics and Programme Implementation
Mutual Funds	Mutual funds registered with SEBI under the SEBI (Mutual Funds) Regulations, 1996
MW	Megawatt
NABL	National Accreditation Board for Testing and Calibration Laboratories
NACH	National Automated Clearing House
NAV	Net Asset Value
NCDs	Non-Convertible Debentures
NCLT	National Company Law Tribunal
NEFT	National Electronic Fund Transfer
NHAI	National Highways Authority of India
NPCI	National Payments Corporation of India
NR/Non-resident	A person resident outside India, as defined under the FEMA and includes a Non-Resident Indian
NRE Account	Non-Resident External Account
NRI	Non-Resident Indian
NSDL	National Securities Depository Limited
NSE	National Stock Exchange of India Limited
OCB or Overseas Corporate Body	A company, partnership, society or other corporate body owned directly or indirectly to the extent of at least 60% by NRIs including overseas trusts, in which not less than 60% of beneficial interest is irrevocably held by NRIs directly or indirectly and which was in existence on October 3, 2003 and immediately before such date had taken benefits under the general permission granted to OCBs under FEMA. OCBs are not allowed to invest in the Offer
p.a.	Per annum
P/E Ratio	Price/Earnings Ratio
PAN	Permanent Account Number
PAT	Profit After Tax
RBI	The Reserve Bank of India
Regulation S	Regulation S under the U.S. Securities Act
ROCE	Return on Capital Employed
ROE	Return on Equity
RoNW	Return on Net Worth
RTGS	Real Time Gross Settlement
SCRA	Securities Contracts (Regulation) Act, 1956
SCRR	Securities Contracts (Regulation) Rules, 1957
SEBI	Securities and Exchange Board of India constituted under the SEBI Act
SEBI Act	Securities and Exchange Board of India Act, 1992
SEBI AIF Regulations	Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012
SEBI BTI Regulations	Securities and Exchange Board of India (Bankers to an Issue) Regulations, 1994
SEBI Debt Listing Regulations	Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008
SEBI FPI Regulations	Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2019
SEBI FVCI Regulations	Securities and Exchange Board of India (Foreign Venture Capital Investors) Regulations, 2000
SEBI ICDR Regulations	Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018
SEBI Listing Regulations	Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015
SEBI Merchant Bankers Regulations	Securities and Exchange Board of India (Merchant Bankers) Regulations, 1992

Term	Description
SEBI Takeover Regulations	Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011
SEBI VCF Regulations	Securities and Exchange Board of India (Venture Capital Fund) Regulations, 1996
STT	Securities Transaction Tax
U. S. Securities Act	United States Securities Act, 1933
US$ or USD or US Dollar	United States Dollar, the official currency of the United States of America
USA or U.S. or US	United States of America
VAT	Value Added Tax
VCFs	Venture capital funds as defined in and registered with SEBI under the SEBI VCF Regulations or the SEBI AIF Regulations, as the case may be
Water Act	Water (Prevention and Control of Pollution) Act, 1974
Wilful Defaulter	Wilful Defaulter as defined under Regulation 2(1)(lll) of the SEBI ICDR Regulations

Industry and Business related terms

Term	Description
AAC	Autoclaved aerated concrete
ANFO	Ammonium Nitrate Fuel Oil
BIS	Bureau of Indian Standards
CFA	Clearing and forwarding agent
FGD	Flue Gas Desulphurization
IBM	The Indian Bureau of Mines
IHB	Individual Home Builders
ISO	International Organization for Standardization
MBM	Modern Building Materials
MFN	Most Favoured Nation
MMTPA	Million Metric Ton Per Annum
MNREGA	The Mahatma Gandhi National Rural Employment Guarantee Act, 2005
MPa	Megapascal
MT	Metric Tonnes
MTPA	Metric Tonnes Per Annum
MW	Megawatt
NRLM	The National Rural Livelihood Mission programme
OHSAS	Occupational Health and Safety Assessment Series
OPC	Ordinary Portland Cement
PMAY-G	The Pradhan Mantri Gramin Awaas Yojana - Grameen programme, which is a social welfare programme created by the Government of India to provide housing for the rural poor in India
PMAY-U	The Pradhan Mantri Gramin Awaas Yojana - Urban programme, which is a social welfare programme created by the Government of India to provide housing for the urban poor in India
PMGSY	The Pradhan Mantri Gram Sadak Yojana programme, which was launched by the Government of India to provide all-weather road connectivity to unconnected villages in India
PPC	Portland Pozzolana Cement
PSC	Portland Slag Cement
RCC	Reinforced Cement Concrete
RMX	Ready-Mix Concrete
SMC	Site-Mixed Concrete
WHR	Waste Heat Recovery

CERTAIN CONVENTIONS, USE OF FINANCIAL INFORMATION AND MARKET DATA AND CURRENCY OF PRESENTATION

Certain conventions

All references in this Red Herring Prospectus to "**India**" are to the Republic of India, together with its territories and possessions. All references in this Red Herring Prospectus to the "**U.S.**", "**USA**" or "**United States**" are to the United States of America, together with its territories and possessions. Unless indicated otherwise, all references to a year in this Red Herring Prospectus are to a calendar year.

Unless indicated otherwise, all references to page numbers in this Red Herring Prospectus are to page numbers of this Red Herring Prospectus.

Financial data

Unless stated or the context requires otherwise, the financial data in this Red Herring Prospectus is derived from the Restated Financial Statements. The Restated Financial Statements included in this Red Herring Prospectus are as at and for Fiscals 2021, 2020 and 2019, and have been prepared in accordance with Ind AS prescribed under Section 133 of Companies Act, 2013 read with the Ind AS Rules and other relevant provisions of the Companies Act, 2013 and the guidance notes issued by ICAI. Further, the Proforma Financial Statements have been prepared to reflect the impact of a material acquisition, i.e. of NU Vista by our Company (on a consolidated basis). For further information, see "***Financial Statements***" on page 250.

Our Company's financial year commences on April 1 of the immediately preceding calendar year and ends on March 31 of that particular calendar year. Accordingly, all references to a particular fiscal or financial year are to the 12 month period commencing on April 1 of the immediately preceding calendar year and ending on March 31 of that particular calendar year.

The Restated Financial Statements have been prepared in accordance with Ind AS. There are differences between the Ind AS, the International Financial Reporting Standards ("**IFRS**") and the Generally Accepted Accounting Principles in the United States of America ("**U.S. GAAP**"). Accordingly, the degree to which the financial information included in this Red Herring Prospectus will provide meaningful information is entirely dependent on the reader's level of familiarity with Indian accounting practices. Any reliance by persons not familiar with accounting standards in India, the Ind AS, the Companies Act, 2013 and the SEBI ICDR Regulations, on the financial disclosures presented in this Red Herring Prospectus should accordingly be limited. We have not attempted to quantify the differences between the financial data (prepared under Ind AS) and IFRS/U.S. GAAP, nor have we provided a reconciliation thereof. We urge the Investors to consult their respective advisors regarding such differences and their impact on our financial data. For risks relating to significant differences between Ind AS and other accounting principles, see "***Risk Factors***" on page 25.

Unless the context otherwise indicates, any percentage or amounts, as set forth in "***Risk Factors***", "***Business***" and "***Management's Discussion and Analysis of Financial Condition and Results of Operations***" on pages 25, 160 and 357, respectively, and elsewhere in this Red Herring Prospectus have been calculated on the basis of the Restated Financial Statements.

Certain figures contained in this Red Herring Prospectus, including the Restated Financial Statements, have been subject to rounding-off adjustments. All decimals have been rounded off to two decimal points. In this Red Herring Prospectus, any discrepancies in any table between the sums of the amounts listed in the table and totals are due to rounding off. However, where any figures that may have been sourced from third-party industry sources are rounded off to other than two decimal points in their respective sources, such figures appear in this Red Herring Prospectus as rounded-off to such number of decimal points as provided in such respective sources.

Industry and market data

For the purpose of confirming our understanding of the industry in connection with the Offer, we have commissioned a report titled "*Overview of Indian Cement Industry*" released in April 2021 **("CRISIL Report**") prepared by CRISIL Research. CRISIL Research has required us to include the following disclaimer in connection with the CRISIL Report:

"*CRISIL Research, a division of CRISIL Limited (CRISIL) has taken due care and caution in preparing this report (Report) based on the Information obtained by CRISIL from sources which it considers reliable (Data). However, CRISIL does not guarantee the accuracy, adequacy or completeness of the Data / Report and is not responsible for any errors or omissions or for the results obtained from the use of Data / Report. This Report is not a recommendation to invest / disinvest in any entity covered in the Report and no part of this Report should be construed as an expert advice or investment advice or any form of investment banking within the meaning of any law or regulation. CRISIL especially states that it has no liability whatsoever to the subscribers / users / transmitters/ distributors of this Report. Without limiting the generality of the foregoing, nothing in the Report is to be construed as CRISIL providing or intending to provide any services in jurisdictions where CRISIL does not have the necessary permission and/or registration to carry out its business activities in this regard. Nuvoco Vistas Corporation Limited will be responsible for ensuring compliances and consequences of non-compliances for use of the Report or part thereof outside India. CRISIL Research operates independently of, and does not have access to information obtained by CRISIL Ratings Limited / CRISIL Risk and Infrastructure Solutions Ltd (CRIS), which may, in their regular operations, obtain information of a confidential nature. The views expressed in this Report are that of CRISIL Research and not of CRISIL Ratings Limited / CRIS. No part of this Report may be published/reproduced in any form without CRISIL's prior written approval*"

Aside from the above, unless otherwise stated, industry and market data used throughout this Red Herring Prospectus has been obtained from publicly available sources of industry data. Industry publications generally state that the information contained in such publications has been obtained from publicly available documents from various sources believed to be reliable but their accuracy and completeness are not guaranteed and their reliability cannot be assured. Although we consider that the industry and market data used in this Red Herring Prospectus is reliable, it has not been independently prepared or verified by us, the Promoter Selling Shareholder or the Syndicate or any of their affiliates or advisors. The data used in these sources may have been reclassified by us for the purposes of presentation. Data from these sources may also not be comparable. The extent to which the industry and market data presented in this Red Herring Prospectus is meaningful depends upon the reader's familiarity with and understanding of the methodologies used in compiling such data. There are no standard data gathering methodologies in the industry in which we conduct our business and methodologies and assumptions may vary widely among different market and industry sources.

In accordance with the SEBI ICDR Regulations, the section "***Basis for Offer Price***" on page 111, includes information relating to our listed peer group companies and industry averages. Such information has been derived from publicly available sources and verified by S K Patodia & Associates, Chartered Accountants, the independent chartered accountants, and neither we, nor the Book Running Lead Managers have independently verified such information.

Such data involves risks, uncertainties and numerous assumptions and is subject to change based on various factors, including those discussed in "***Risk Factors - Industry information included in this Red Herring Prospectus has been derived from an industry report commissioned by us for such purpose. There can be no assurance that such third-party statistical, financial and other industry information is either complete or accurate.***" on page 60. Accordingly, investment decisions should not be based solely on such information.

Currency and units of presentation

All references to "**Rupees**" or "**₹**" or "**Rs.**" or "**INR**" are to Indian Rupees, the official currency of the Republic of India. All references to "**U.S. Dollar**" or "**USD**" or "**US$**" are to United States Dollar, the official currency of the United States of America.

In this Red Herring Prospectus, our Company has presented certain numerical information. All figures have been expressed in millions, except where specifically indicated. One million represents 10 lakhs or 1,000,000 and ten million represents 1 crore or 10,000,000. However, where any figures that may have been sourced from third party industry sources are expressed in denominations other than millions in their respective sources, such figures appear in this Red Herring Prospectus expressed in such denominations as provided in such respective sources.

Exchange rates

This Red Herring Prospectus contains translations of U.S. Dollar into Indian Rupees. These convenience translations should not be construed as a representation that those U.S. Dollars could have been, or can be converted into Indian Rupees, at any particular rate or at all.

The information with respect to the exchange rate between the Indian Rupee and the U.S. Dollar, as on the dates indicated, is set forth below:

(in ₹)

Currency	Exchange rate as on March 31, 2021	Exchange rate as on March 31, 2020	Exchange rate as on March 28, 2019*
1 US$	73.50	75.39	69.17

Source: www.rbi.org.in and www.fbil.org.in

** In the event that March 31 of any of the respective years is a public holiday, the previous calendar day not being a public holiday has been considered*

Note: Exchange rate is rounded off to two decimal places.

NOTICE TO PROSPECTIVE INVESTORS

The Equity Shares have not been recommended by any U.S. federal or state securities commission or regulatory authority. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of this Red Herring Prospectus or approved or disapproved the Equity Shares. Any representation to the contrary is a criminal offence in the United States. In making an investment decision, investors must rely on their own examination of our Company and the terms of this Offer, including the merits and risks involved. The Equity Shares have not been and will not be registered under the U.S. Securities Act of 1933, as amended or any other applicable law of the United States and, unless so registered, may not be offered or sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and applicable state securities laws. Accordingly, the Equity Shares are being offered and sold (i) outside of the United States in offshore transactions in reliance on Regulation S under the U.S. Securities Act and the applicable laws of the jurisdiction where those offers and sales occur; and (ii) to persons reasonably believed to be "qualified institutional buyers" (as defined in Rule 144A under the U.S. Securities Act), pursuant to the private placement exemption set out in Section 4(a) of the U.S. Securities Act or another available exemption from the registration requirements under the U.S. Securities Act.

NOTICE TO PROSPECTIVE INVESTORS IN THE EUROPEAN ECONOMIC AREA

This Red Herring Prospectus has been prepared on the basis that all offers of Equity Shares will be made pursuant to an exemption under the Prospectus Regulation, as implemented in Member States of the European Economic Area ("**EEA**"), from the requirement to produce a prospectus for offers of Equity Shares. The expression "Prospectus Regulation" means Regulation (EU) 2017/1129 of the European Parliament and Council EC (and amendments thereto, including the 2010 PD Amending Directive and Prospectus Regulations (EU) 2017/1129, to the extent applicable and to the extent implemented in the Relevant Member State (as defined below)) and includes any relevant implementing measure in each Member State that has implemented the Prospectus Regulation (each a "**Relevant Member State**"). Accordingly, any person making or intending to make an offer within the EEA of Equity Shares which are the subject of the placement contemplated in this Red Herring Prospectus should only do so in circumstances in which no obligation arises for our Company, the Promoter Selling Shareholder or any of the Book Running Lead Managers to produce a prospectus for such offer. None of our Company, the Promoter Selling Shareholder and the Book Running Lead Managers have authorised, nor do they authorise, the making of any offer of Equity Shares through any financial intermediary, other than the offers made by the Book Running Lead Managers which constitute the final placement of Equity Shares contemplated in this Red Herring Prospectus.

FORWARD-LOOKING STATEMENTS

This Red Herring Prospectus contains certain "forward-looking statements". All statements regarding our expected financial condition and results of operations, business, plans and prospects are forward-looking statements, which include statements with respect to our business strategy, our expected revenue and profitability, our goals and other matters discussed in this Red Herring Prospectus regarding matters that are not historical facts. These forward-looking statements can generally be identified by words or phrases such as "aim", "anticipate", "believe", "expect", "estimate", "intend", "likely to", "objective", "plan", "propose", "project", "will continue", "seek to", "will pursue" or other words or phrases of similar import. Similarly, statements which describe our strategies, objectives, plans or goals are also forward-looking statements.

These forward-looking statements are based on our current plans, estimates and expectations and actual results may differ materially from those suggested by such forward-looking statements. All forward-looking statements are subject to risks, uncertainties and assumptions about us that could cause actual results to differ materially from those contemplated by the relevant forward-looking statement. This could be due to risks or uncertainties associated with our expectations with respect to, but not limited to, regulatory changes in the industry we operate in and our ability to respond to them, our ability to successfully implement our strategy, our growth and expansion, technological changes, our exposure to market risks, general economic and political conditions in India that may have an impact on our business or investments, monetary and fiscal policies of India, inflation, deflation, unanticipated turbulence in interest rates, foreign exchange rates, equity prices or other rates and prices, the general performance of Indian and global financial markets, changes in the competitive landscape and incidence of any natural calamities and/or violence. Significant factors that could cause our actual results to differ materially from our expectations include, but are not limited to:

- Our business, financial condition and results of operations have been and may continue to be materially adversely affected by the COVID-19 pandemic. Further, COVID-19 pandemic has substantially impacted the construction industry globally and particularly in India, the continued slowdown in the Indian construction industry could severely impact our results of operations and profitability.

- Our business is dependent upon our ability to mine/ procure sufficient limestone for our operations, and our inability to do so on reasonable terms, or at all, could have an adverse impact on our business, financial condition and results of operations.

- The recently enacted Mines and Minerals (Development and Regulation) Amendment Act, 2021 may result in lapsing of letters of intent for the grant of mining leases under Section 10A of the MMDR Act. In addition, the Amendment Act may also impact the continuity of certain non-operating mining leases.

- The limestone reserve data and reserve life in this Red Herring Prospectus is only an estimate and our actual reserves may differ from such estimate. Further, our reserve life could also be lower than the estimates mentioned in this Red Herring Prospectus which could affect our financial condition and results of operations adversely.

- We are dependent upon the continued availability of coal, water, labour and raw materials used in the production of cement, the costs and supply of which can be subject to significant variation due to factors outside our control.

- An inability to effectively manage our growth and expansion may have a material adverse effect on our business prospects and future financial performance.

- Inability to effectively integrate our operations with our acquisitions and achieve operational efficiency may not yield timely or effective results, which may affect our financial condition and results of operations.

- Our actual financial statements may differ from the Proforma Financial Statements included in this Red Herring Prospectus.

- We have contingent liabilities that have not been provided for in our financial statements, and if they materialise, it may adversely affect our financial condition.

- There are outstanding legal proceedings involving our Company, the Subsidiary, the Individual Promoter, the Directors and the Group Companies and any adverse outcome in any of these proceedings may adversely impact our business, reputation, financial condition and results of operations. The

outstanding litigation involving the Company and the Subsidiary to the extent quantifiable as on date of this Red Herring Prospectus, as a percentage of net worth of the Company, on a consolidated basis as of March 31, 2021, was 18.94%.

- Under-utilisation of our manufacturing capacities and an inability to effectively utilise our expanded manufacturing capacities could have an adverse effect on our business, future prospects and future financial performance.

- An inability to comply with repayment and other covenants in our financing agreements could adversely affect our business, financial condition, cash flows and credit rating.

For a further discussion of factors that could cause our actual results to differ, see "***Risk Factors***", "***Business***" and "***Management's Discussion and Analysis of Financial Condition and Results of Operations***" on pages 25, 160 and 357, respectively. By their nature, certain market risk disclosures are only estimates and could be materially different from what actually occurs in the future. As a result, actual future gains or losses could materially differ from those that have been estimated. Forward-looking statements reflect our current views as on the date of this Red Herring Prospectus and are not a guarantee of future performance. Although we believe that the assumptions on which such statements are based are reasonable, any such assumptions as well as the statements based on them could prove to be inaccurate.

We cannot assure investors that the expectations reflected in these forward-looking statements will prove to be correct.

These statements are based on our management's belief and assumptions, which in turn are based on currently available information. Although we believe the assumptions upon which these forward-looking statements are based are reasonable, any of these assumptions could prove to be inaccurate and the forward-looking statements based on these assumptions could be incorrect. Given these uncertainties, investors are cautioned not to place undue reliance on such forward-looking statements and not to regard such statements as a guarantee of future performance. Neither our Company, the Promoter Selling Shareholder, the Promoters, the Directors, the Book Running Lead Managers nor any of their respective affiliates have any obligation to update or otherwise revise any statements reflecting circumstances arising after the date hereof or to reflect the occurrence of underlying events, even if the underlying assumptions do not come to fruition. In accordance with the requirements of SEBI, our Company and the Promoter Selling Shareholder (in respect of statements/disclosures made by it in this Red Herring Prospectus) shall, severally and not jointly, ensure that investors in India are informed of material developments from the date of this Red Herring Prospectus until the date of Allotment.

SUMMARY OF THE OFFER DOCUMENT

*The following is a general summary of the terms of the Offer. This summary should be read in conjunction with, and is qualified in its entirety by, the more detailed information appearing elsewhere in this Red Herring Prospectus, including the sections entitled "**Risk Factors**", "**The Offer**", "**Capital Structure**", "**Objects of the Offer**", "**Industry Overview**", "**Business**", "**Outstanding Litigation and Material Developments**", "**Offer Procedure**" and "**Main Provisions of the Articles of Association**" on pages 25, 74, 91, 102, 119, 160, 385, 441 and 462, respectively. We have commissioned a report titled "Overview of Indian Cement Industry" released in April 2021 prepared by CRISIL Research.*

Our primary business and the industry in which we operate

We manufacture cement and are the fifth largest player in India and the largest cement company in East India, in terms of capacity, with a consolidated capacity of 22.32 MMTPA. We have 11 Cement Plants, comprising five integrated units, five grinding units and one blending unit. We also operate in the RMX business with 49 RMX Plants across India. As of December 31, 2020, our cement production capacity constituted approximately 4.2% of total cement capacity in India, 17% of total cement capacity in East India and 5% of total cement capacity in North India (*Source: CRISIL Report*). As of December 31, 2020, we are one of the leading RMX manufacturers in India (*Source: CRISIL Report*).

For further information, see "***Industry Overview***" and "***Business***" on pages 119 and 160, respectively.

Promoters

The Promoters are Niyogi Enterprise Private Limited and Dr. Karsanbhai K. Patel. For further information, see "***Promoters and Promoter Group***" on page 239.

Offer size

The details in relation to the Offer is set forth below:

Offer	Up to [●] Equity Shares, aggregating up to ₹ 50,000.00 million
of which	
Fresh Issue(1)	Up to [●] Equity Shares, aggregating up to ₹ 15,000.00 million
Offer for Sale(2)	Up to [●] Equity Shares, aggregating up to ₹ 35,000.00 million

(1) The Offer has been authorised pursuant to the resolution dated April 7, 2021 passed by the Board and the Fresh Issue has been authorised pursuant to the resolution dated April 7, 2021 passed by the Shareholders.

*(2) The Promoter Selling Shareholder confirms that it has authorised the sale of the Offered Shares in the Offer for Sale. For details, see "**Other Regulatory and Statutory Disclosures**" on page 419. The Equity Shares being offered by the Promoter Selling Shareholder have been held for a period of at least one year immediately preceding the date of this Red Herring Prospectus, and are eligible for being offered for sale pursuant to the Offer in terms of the SEBI ICDR Regulations.*

The Offer shall constitute [●]% of the post-Offer paid up equity share capital of our Company. For further details, see "***The Offer***" on page 74.

Objects of the Offer

The details regarding the use of the Net Proceeds is set forth below:

(in ₹ million)

Particulars	Amount
Repayment/prepayment/redemption, in full or part, of certain borrowings availed of by our Company	13,500.00
General Corporate Purposes*	[●]

** To be finalised upon determination of the Offer Price and updated in the Prospectus prior to filing with the RoC. The aggregate amount to be utilised for general corporate purposes shall not exceed 10% of the gross proceeds of the Fresh Issue.*

For further details, see "***Objects of the Offer***" on page 102.

Aggregate pre-Offer shareholding of the Promoters, the members of the Promoter Group and the Promoter Selling Shareholder

The aggregate pre-Offer shareholding of Promoters, Promoter Group and Promoter Selling Shareholder as on the date of this Red Herring Prospectus is set forth below:

S. No.	Category of Shareholders	Number of Equity Shares held	% of total paid up pre-Offer Equity Share capital
1.	Promoters*	297,711,625	89.99
2.	Promoter Group	17,377,436	5.25
3.	Promoter Selling Shareholder*	272,727,274	82.43

** Includes one Equity Share each held by Mr. Suketu Shah, Mr. Paresh Sheth, Mr. Manan Shah, Mr. Ajay Khushu, Mr. Sharad Shrimali and Mr. Vatsal Vaishnav as nominees of Niyogi Enterprise Private Limited.*

Summary of financial information

The summary of the financial information of the Company as per the Restated Financial Statements is set forth below:

(in ₹ million, other than share data)

Particulars	As of / for the year ended		
	March 31, 2021	March 31, 2020	March 31, 2019
Equity Share capital	3,150.89	2,423.62	2,000.00
Net Worth	73,237.21	52,792.56	49,882.66
Revenue	74,888.40	67,932.39	70,521.34
Profit/(loss) after tax	(259.19)	2,492.55	(264.88)
EPS (basic) (₹)	(0.82)	10.28	(1.09)
EPS (diluted) (₹)	(0.82)	10.28	(1.09)
NAV per equity share (₹)	232.43	217.83	249.41
Total borrowings	76,420.02	44,632.71	46,258.90

Notes:

a. Basic earnings per share = Net profit attributable to equity shareholders/ Weighted average number of shares outstanding during the year

b. Diluted earnings per share = Net profit attributable to equity shareholders/ Weighted average number of diluted potential shares outstanding during the year

c. NAV (₹) = Net worth/ Number of equity shares as the end of the year

d. Net worth has been computed as sum of paid up share capital and other equity.

Qualifications of the Statutory Auditors which have not been given effect to in the Restated Financial Statements

The Statutory Auditors have not made any qualifications in the examination report that have not been given effect to in the Restated Financial Statements.

Summary of outstanding litigation

A summary of outstanding litigation proceedings involving our Company, the Promoters, the Directors, the Subsidiary and in case of the Group Companies, such proceedings which have material impact on our Company, as on the date of this Red Herring Prospectus, is set forth below:

Particulars	Number of cases	Amount* *(in ₹ million)*
Litigation involving our Company		
Criminal proceedings	277	189.01
Material civil litigation	139	6,256.64
Actions by statutory or regulatory authorities	421	577.99
Direct and indirect tax proceedings	210	6,306.83
Total	**1,047**	**13,330.47**
Litigation involving the Promoters		
Criminal proceedings	1	Not quantifiable
Material civil litigation	-	-
Actions by statutory or regulatory authorities	-	-

Particulars	Number of cases	Amount* *(in ₹ million)*
Disciplinary actions including penalty imposed by SEBI or the Stock Exchanges against the Promoters in the last five Financial Years	-	-
Direct and indirect tax proceedings	2	155.94
Total	**3**	**155.94**
Litigation involving the Subsidiary		
Criminal proceedings	110	38.95
Material civil litigation	7	35.58
Actions by statutory or regulatory authorities	5	Not quantifiable
Direct and indirect tax proceedings	11	469.04
Total	**133**	**543.57**
Litigation involving the Directors		
Criminal proceedings	4	Not quantifiable
Material civil litigation	-	-
Actions by statutory or regulatory authorities	-	-
Direct and indirect tax proceedings	3	228.87
Total	**7**	**228.87**
Litigation involving the Group Companies		
Outstanding litigation which may have a material impact on the Company	-	-

** To the extent ascertainable.*

For further details of the outstanding litigation proceedings, see "***Outstanding Litigation and Material Developments***" on page 385.

Risk factors

For details in relation to certain risks applicable to us, see "***Risk Factors***" on page 25.

Summary of contingent liabilities

The summary of the contingent liabilities (claims/ demands not acknowledged as debt) of our Company, as of March 31, 2021, is set forth below:

(*in ₹ million*)

Contingent Liabilities not provided for in respect of:	As at March 31, 2021
i) Claims against the Group not acknowledged as debts:	
a. Disputed demands in respect of Sales Tax/VAT/GST by various tax authorities	639.00
b. Disputed demand in respect of Entry Tax by various tax authorities	412.10
c. Disputed demand in respect of Excise Duty *	298.13
d. Disputed demand in respect of Service Tax	74.32
e. Stamp Duty paid under protest for change of name from GKW to LRCL	18.00
f. Disputed demands in respect of Custom duties	144.42
g. In respect of Income Tax	3,255.56
h. Other claims	248.69
Against these, payments under protest/adjustments made by the Group	1,325.31
* The Supreme Court in its judgement dated November 27, 2019 in case of Civil appeal no.10193 of 2017 Commissioner of central Excise Vs M/s Madras Cements Ltd. along with the Company, dismissed the appeal filed by the Commissioner of Central Excise. Accordingly, the Company is now entitled to concession rate of excise duty for sales made to Institutional consumer or industrial consumer. The Company believes that identical matters amount to ₹ 1,589.30 million pending before various forums are squarely covered by the aforesaid judgment of the Hon'ble Supreme Court and treated as remote.	
ii) The State of Chhattisgarh has filed a Revision Application challenging the adjudication order of the District Registrar and Collector of Stamps; Janjgir -Champa for alleged under-valuation of the properties, which the Company acquired from Raymond Ltd. Against this, Raymond Ltd. has filed a	Amount not determinable

Special Leave Petition before the Hon'ble Supreme Court, which has stayed the proceedings before the Board of Revenue.		
iii) The Collector of Stamps, Raipur has commenced enquiry proceedings under Section 47 (A)(3) of the Indian Stamp Act, 1899 questioning the amount of stamp duty paid by The Tata Iron and Steel Company Limited (TISCO) on transfer of the immovable properties at Sonadih from TISCO to the Company. The Company has filed a Writ Petition in the Hon'ble High Court of Bilaspur, Chhattisgarh challenging the enquiry commenced by the Collector of Stamps. The matter is pending before the High Court. The Company's liability, if at all arises, in both the above cases, is restricted to 50% by virtue of business transfer agreement between Lafarge and Raymond Ltd/TISCO.	Amount not determinable	
iv) In June 2012, the Competition Commission of India (CCI) passed an Order levying a penalty of ₹ 4,900.01 million on the Company in connection with a complaint filed by the Builders Association of India against leading cement companies (including the Company) for alleged violation of certain provisions of the Competition Act, 2002. The Company filed an appeal before the Competition Appellate Tribunal (COMPAT) for setting aside the said Order of CCI. The COMPAT granted stay on levying the penalty imposed on the Company by CCI against deposit of 10% of the penalty amount. In December 2015, the COMPAT finally set aside the said Order of CCI and remanded back to CCI for fresh adjudication of the issues and passing of fresh Order. However, in August 2016 the case was reheard by CCI and it passed an Order levying a penalty of ₹ 4900.01 million on the Company. The Company had filed an appeal against the Order before the COMPAT. The COMPAT has granted a stay with a condition to deposit 10% of the penalty amount, which was deposited and levy of interest of 12% p.a. in case the appeal is decided against the appellant (the "Interim order"). COMPAT was replaced by the National Company Law Appellate Tribunal (NCLAT) effective May 26, 2017, who vide its judgment dated July 25, 2018, dismissed the Company's appeal and upheld the CCI's order. Against the above judgment of NCLAT, the Company appealed before the Hon'ble Supreme Court, which by its order dated October 5, 2018 had admitted the appeal of the Company and directed that the interim order passed by the tribunal in this case will continue in the meantime. Based on the reimbursable rights available with the Company backed by legal opinion, no provision is considered necessary.		
v) The Subsidiary company had availed stamp duty exemption as available under the Chhattisgarh Industrial Policy, 2009-2014, subject to commencing of operations of the plant within a period of 5 years which could not be completed due to delay in land possession by the concerned State Authority, against which the office of the collector of stamps, Baloda Bazar, Chhattisgarh has issued a demand notice on account of stamp duty (including interest and penalty) for ₹ 4.43 million. Since the delay was not due to any reasons attributable to the Subsidiary company, the matter was appealed before the Hon'ble High Court of Chhattisgarh, which in turn has redirected the case to Board of Revenue, Bilaspur. The Board of Revenue dismissed the revision filed by the Subsidiary company and upheld the order passed by the Collector of Stamps, Baloda Bazar, Chhattisgarh. The Subsidiary company has appealed before Hon'ble High Court of Chhattisgarh against order of the Board of revenue. The Hon'ble High Court of Chhattisgarh stayed the recovery order passed by collector of stamp till final decision on the writ petition.		
vi) The stamps department of Rajasthan has demanded differential stamp duty of ₹ 4541.10 million (plus penalty and interest) in respect of the two mining lease agreements executed by the subsidiary company, which has been calculated considering the estimated value of resources (limestone) contained in the two pieces of land covered under the mining leases. Since appropriate stamp duty as directed by the Asst. Mining Engineer, Deh, has already been paid by the subsidiary company, this demand has been challenged by the by way of a writ petition in the Rajasthan High Court at Jodhpur. After examination of all statutory provisions and facts pertaining to this matter, the subsidiary company is of the view that the demand is not sustainable and expects a favorable judgment from the Rajasthan high court.		
vii) **Particulars**		
For Bank guarantee		4,076.91
For Letter of Credit		868.33

For details, see "***Financial Statements - 49. Contingent Liabilities***" on page 334.

Summary of related party transactions

The summary of the related party transactions entered into by our Company with related parties is set forth below:

(in ₹ million)

Particulars		Fiscals		
Nature of transaction	**Related parties with whom transactions have taken place**	**2021**	**2020**	**2019**
Purchase	Nirma Limited	1.27	15.14	-
Total		**1.27**	**15.14**	
Sales	Nirma Limited	27.33	54.18	-
	Constera Realty Private Limited	19.86	10.70	-
	Nirma University	8.35	-	4.59
	Aculife Healthcare Private Limited	-	-	0.02
	Mr. Hiren Patel	0.67	0.19	-
Total		**56.21**	**65.07**	**4.61**
Finance Cost	Nirma Limited	105.19	323.63	331.51
	Niyogi Enterprise Private Limited	8.77	-	-
	Kaushikbhai Patel*	1.02	1.02	-
Total		**114.98**	**324.65**	**331.51**
Interest Income	Wardha Vaalley Coal Field Private Limited	2.00	1.95	1.85
Total		**2.00**	**1.95**	**1.85**
Training & Development	Nirma University	-	1.38	-
Sales Promotion	Nirma University	-	0.28	-
Total		**-**	**1.66**	**-**
Issue of Equity Shares	Niyogi Enterprise Private Limited	16,000.00	-	-
	Shareholders of Nirma Limited on account of business combination	-	423.62	-
Total		**16,000.00**	**423.62**	**-**
Advances against properties	Constera Realty Private Limited	157.81	16.95	-
Total		**157.81**	**16.95**	**-**
Loans availed	Niyogi Enterprise Private Limited	8,000.00	-	-
	Nirma Limited	1,600.00	2,300.00	440.88
Total		**9,600.00**	**2,300.00**	**440.88**
Loans granted	Wardha Vaalley Coal Field Private Limited	0.41	0.61	-
Total		**0.41**	**0.61**	**-**
Loans Repaid	Niyogi Enterprise Private Limited	8,000.00	-	-
	Nirma Limited	8,213.09	-	-
Total		**16,213.09**	**-**	**-**
Corporate guarantee received	Nirma Limited	-	28,500.00	-
Total		**-**	**28,500.00**	**-**
Corporate guarantee release	Nirma Limited	16,000.00	12,500.00	-
Total		**16,000.00**	**12,500.00**	**-**
Conversion of CCD	Nirma Limited	-	-	10,000.00
Total		**-**	**-**	**10,000.00**
CSR contribution	Nirma Education and Research Foundation	20.00	-	-
Total		**20.00**	**-**	**-**

** Finance costs on non-convertible debentures held by Mr. Kaushikbhai Patel has been disclosed on payment basis. Hence, interest accrued from July 7, 2020 to March 31, 2021 amounting to ₹ 2.84 million is not disclosed above in finance cost for the financial year ended March 31,2021 and balances outstanding as on March 31, 2021. Similarly, interest accrued in non-convertible debentures held by Mrs. Toralben Kaushikbhai Patel (close family member of KMP) from July 7, 2020 to March 31, 2021 amounting to ₹ 1.94 million has not been disclosed above under related party transactions and balances for the financial year ended March 31, 2021.*

Key Managerial Compensation breakup is as follow:

Compensation paid to Key Management Personal	***Fiscals***		
	2021	***2020***	***2019***
- Short term	*81.43*	*70.92*	*114.31*
- Post Retirement	*6.38*	*6.01*	*7.28*
- Sitting Fees & Commission	*24.10*	*82.69*	*3.15*
Total	***111.91***	***159.62***	***124.74***
Professional services availed from relative of Key Management	***1.80***	***1.80***	***1.80***

For details of the related party transactions and as reported in the Restated Financial Statements, see "***Financial Statements - 43. Related party relationships, transactions and balances***" on page 320.

Financing arrangements

There have been no financing arrangements whereby the Promoters, members of the Promoter Group, the directors of the Corporate Promoter, the Directors and their relatives (as defined in Companies Act, 2013) have financed the purchase by any other person of securities of our Company other than in the normal course of business of the financing entity during a period of six months immediately preceding the date of the Draft Red Herring Prospectus and this Red Herring Prospectus.

Weighted average price at which the Equity Shares were acquired by the Promoters and the Promoter Selling Shareholder in the one year preceding the date of this Red Herring Prospectus

The Promoters and the Promoter Selling Shareholder have not acquired any Equity Shares in the one year preceding the date of this Red Herring Prospectus.

Average cost of acquisition of Equity Shares of the Promoters and the Promoter Selling Shareholder

The average cost of acquisition per equity share to the Promoters and the Promoter Selling Shareholder as at the date of this Red Herring Prospectus is set forth below:

Name	No. of Equity Shares acquired	Average cost of acquisition per equity share (₹)
Promoters		
Niyogi Enterprise Private Limited*	272,727,274	212.30
Dr. Karsanbhai K. Patel	24,984,351	NA**
Promoter Selling Shareholder		
Niyogi Enterprise Private Limited*	272,727,274	212.30

As per certificate issued by S K Patodia & Associates, Chartered Accountants, dated July 30, 2021.

** Includes one Equity Share each held by Mr. Suketu Shah, Mr. Paresh Sheth, Mr. Manan Shah, Mr. Ajay Khushu, Mr. Sharad Shrimali and Mr. Vatsal Vaishnav as nominees of Niyogi Enterprise Private Limited.*

*** Equity Shares issued pursuant to the 2020 Scheme.*

Details of pre-IPO placement

Our Company does not contemplate any issuance or placement of the Equity Shares from the date of this Red Herring Prospectus till the listing of the Equity Shares.

Issue of Equity Shares for consideration other than cash in the last one year

Except as stated below, our Company has not issued any Equity Shares for consideration other than cash in the one year preceding the date of this Red Herring Prospectus:

Date of allotment/cancellation of Equity Shares	Number of Equity Shares allotted	Face value per Equity Share (₹)	Issue price per Equity Share (₹)	Nature of allotment	Nature of consideration
July 24, 2021	15,751,303	10	Not applicable	Conversion of Kotak CCDs to Equity Shares[(1)]	Other than cash

(1) 15,751,303 Equity Shares were allotted to Kotak Special Situations Fund pursuant to conversion of Kotak CCDs at a conversion price of ₹ 317.43 per CCD.

Split/Consolidation of Equity Shares in the last one year

Our Company has not undertaken a split or consolidation of the Equity Shares in the one year preceding the date of this Red Herring Prospectus.

SECTION II - RISK FACTORS

*An investment in the Equity Shares involves a high degree of risk. Investors should carefully consider each of the following risk factors and all the information disclosed in this Red Herring Prospectus, including the risks and uncertainties described below, before making an investment in the Equity Shares. The risks described below are those that we consider to be most significant to our business, results of operations and financial conditions as of the date of this Red Herring Prospectus. However, they are not the only risks relevant to us or the Equity Shares or the industry in which we currently operate. Additional risks and uncertainties, not presently known to us or that we currently deem immaterial may also impair our business prospects, results of operations, cash flows and financial condition. In order to obtain a complete understanding about us, investors should read this section in conjunction with "**Industry Overview**", "**Business**", "**Financial Statements**" and "**Management's Discussion and Analysis of Financial Condition and Results of Operations**" on pages 119, 160], 250 and 357, respectively, as well as the other financial information included in this Red Herring Prospectus. If any of the risks described below, or other risks that are not currently known or are currently deemed immaterial actually occur, our business prospects, results of operations, cash flows and financial condition could be adversely affected, the trading price of the Equity Shares could decline, and investors may lose all or part of the value of their investment. Any potential investor in the Equity Shares should pay attention to the fact that we are subject to a regulatory environment in India which may differ significantly from that in other jurisdictions. The financial and other related implications of the risk factors, wherever quantifiable, have been disclosed in the risk factors mentioned below. However, there are certain risk factors where the financial impact is not quantifiable and, therefore, cannot be disclosed in such risk factors. To the extent the COVID-19 pandemic adversely affects our business and financial results, it may also have the effect of heightening many of the other risks described in this section. In making an investment decision, prospective investors must read the risk factors described below carefully and rely on their own examination of us on a consolidated basis and the terms of the Offer, including the merits and risks involved. Investors should consult their respective tax, financial and legal advisors about the particular consequences of an investment in this Offer.*

*This Red Herring Prospectus also contains forward-looking statements that involve risks and uncertainties. Our actual results could differ materially from those anticipated in these forward-looking statements as a result of certain factors, including the considerations described below and elsewhere in this Red Herring Prospectus. For further information, see "**Forward-Looking Statements**" on page 16.*

Our financial year commences on April 1 of the immediately preceding calendar year and ends on March 31 of that particular calendar year. Unless otherwise indicated or the context requires, the financial information for Fiscals 2021, 2020 and 2019 included herein is based on the Restated Financial Statements.

*In July 2020, we completed the acquisition of NU Vista Limited (formerly known as Emami Cement Limited), the Subsidiary. The Proforma Financial Statements included in this Red Herring Prospectus and referred to in this section have been prepared to reflect the impact of the inclusion of the Subsidiary by us (on a consolidated basis) for Fiscal 2021. For further information, see "**Summary Financial Information**", "**Financial Statements**" and "**Management's Discussion and Analysis of Financial Condition and Results of Operations**" on pages 76, 250 and 357, respectively.*

*In this section, unless otherwise indicated or the context requires, a reference to "**we**", "**us**" or "**our**": (1) for any period prior to July 14, 2020 is a reference to the Group (excluding the Subsidiary) and (2) for any period post July 14, 2020 is a reference to the Group, including the Subsidiary (on a consolidated basis). Except as otherwise indicated, all operational data presented in this section is presented for the Group on a proforma consolidated basis (including the Subsidiary) as of/for Fiscal 2021, and for the Group, excluding the Subsidiary, as of/for Fiscals 2020 and 2019. Further, the restated financial statements as of and for Fiscal 2021 reflect the acquisition of the Subsidiary for the period July 14, 2020 to March 31, 2021.*

*Unless otherwise indicated, all industry and market data used in this section has been derived from the report "**Overview of Indian Cement Industry**" released in April 2021 ("**CRISIL Report**") prepared and released by CRISIL and commissioned by us. None of us, the Book Running Lead Managers or any other person connected with the Offer has independently verified such information. Unless otherwise indicated, all financial, operational, industry and other related information derived from the CRISIL Report and included herein with respect to any particular year refers to such information for the relevant calendar/financial year.*

RISKS RELATED TO OUR BUSINESS

1. ***Our business, financial condition and results of operations have been and may continue to be materially adversely affected by the COVID-19 pandemic. Further, COVID-19 pandemic has substantially impacted the construction industry globally and particularly in India, the continued slowdown in the Indian construction industry could severely impact our results of operations and profitability.***

Since late 2019, the outbreak of COVID-19 has resulted in a global health crisis and triggered a global economic downturn and contraction. Governments across the world instituted measures to control the spread of COVID-19, including lockdowns, quarantines, shelter-in-place orders, school closings, travel restrictions, and closure of non-essential businesses. The negative effects of the pandemic on, among other things, supply chains, global trade, mobility of persons, business continuity and demand for goods and services have been sizable. In order to contain the spread of COVID-19, the Government of India initially announced a 21-day lockdown on March 24, 2020, which, after being subject to successive extensions, has been progressively relaxed. State governments in India also announced state level lockdowns. In compliance with the lockdown orders announced by the governments of the states where our plants are located, we temporarily closed our Cement Plants and RMX Plants. We gradually re-opened our Cement Plants in compliance with state level directives over the months of April and May 2020 and all our Cement Plants were operational by May 2020. We also gradually restarted RMX Plant operations from June 2020 onwards. During the period that our plants and units were closed, our production was completely halted, and we were also unable to sell our manufactured products due to movement restrictions. This adversely affected our sales volumes and revenues. In addition, due to the lockdown imposed by the Government of India, demand for our products was severely impacted for a part of Fiscal 2020 and Fiscal 2021 (in particular, the quarter ended June 30, 2020). In the three months ended June 30, 2020, the sales volume of our Company's cement and RMX products amounted to 1.75 MMT and 9,759 cubic metres, respectively, as compared with 3.06 MMT and 7,71,286 cubic metres, respectively for the three months ended June 30, 2019, primarily due to the adverse impact of COVID-19. Due to the lockdown, decrease in the demand for our products and the closure of our manufacturing facilities, our results of operation and profitability were severely impacted. On a proforma basis, our actual cement production and capacity utilisation for Fiscal 2021 was 16.80 million MT and 75.30%, respectively. On a proforma basis, our actual cement production and capacity utilisation for Fiscal 2020 was 17.30 million MT and 85.16%, respectively.

At a standalone level, our Company's revenue from operations were adversely affected by the impact of COVID-19 pandemic during Fiscal 2021, which led to a 15.27% decrease in our Company's sale of products (from ₹ 67,094.10 million for Fiscal 2020 to ₹ 56,851.62 million for Fiscal 2021). This decrease in the standalone sale of finished products was primarily due to the following factors:

- a 67% decrease in RMX sales volume;
- a 2% decrease in average cement prices; and
- a 4% decrease in cement sales volume (in line with the overall industry performance).

For further details, please see "***Management's Discussion and Analysis of Financial Condition and Results of Operations – Our Results of Operations – Fiscal 2021 compared to Fiscal 2020***" on page 372.

Further, even during the period of closure of our plants, we continued to incur fixed and semi-variable costs, which adversely impacted our profitability for Fiscal 2021. According to government regulations, we were required to continue paying contract labour even during the periods that our plants and facilities were not operating (due to lockdown restrictions). We also continued to pay salaries to our employees. We also continued to incur costs towards equipment hire and rentals during this period. These costs adversely impacted our profitability and margins for Fiscal 2021. Further, the COVID-19 pandemic resulted in some disruptions in the supply of raw materials from our suppliers during the months of March, April and May 2020. We also experienced some disruptions in supply chain and inventory management, as well as delays in orders. In addition, recently, throughout March, April and May 2021, due to an increase in the number of daily COVID-19 cases, several state governments in India re-imposed lockdowns, curfews and other restrictions to curb the spread of the virus. As a result of the detection of new strains and subsequent waves of COVID-19 infections in several states in India as well as throughout various parts of the world, we may be subject to further reinstatements of lockdown protocols or other restrictions, which may adversely affect our business operations.

Further, as a consequence of the COVID-19 outbreak, we have had to implement various changes to our plant operations in order to manage risk and we adopted additional health and safety guidelines at our plants and offices.

We have also had to increase the level of insurance coverage for our employees' medical expenses and obtained specific insurance coverage for COVID-19 related medical expenses and treatments. We have also had to update and implement additional cyber security features to deal with the increased number of employees working from remote locations. There can be no assurance that these measures or any additional measure that we implement in the future would be adequate to protect our operations from the long-term impact of the COVID-19 pandemic. The pandemic may also cause additional disruptions to operations if our employees or staff become sick, are quarantined, or are otherwise limited in their ability to travel or work. To contain the spread of the virus, we are required to implement staggered shifts and other social distancing efforts at manufacturing facilities, which resulted and may, in the future, again result in decreased productivity. This may negatively affect our ability to meet consumer demand and may increase our costs of production and sales. Further, the continuation of the COVID-19 pandemic and any consequent lockdowns substantially increase the possibility of our vendors invoking force-majeure clauses in their supply arrangement. There is therefore a likelihood of disruption in supply chain, increased raw material/supply and service costs and the consequent impact on plant production

As of March 31, 2021, we have mothballed three RMX Plants. We discontinued operations at these mothballed RMX Plants because of the decrease in demand arising from the combined effect of the lockdown imposed by the Government of India and prevailing market conditions, which affected the viability of these plants. We may resume operations at these mothballed RMX Plants or relocate these to other locations, if there are suitable market conditions and customer demand for our products. We cannot assure you that we will be able to restart operations at these mothballed RMX Plants or be able to relocate these plants to other locations while the COVID-19 pandemic continues to affect the Indian construction industry.

As of the date of this Red Herring Prospectus, the COVID-19 pandemic continues to impact the global economy and accordingly, our business, financial condition and operations continue to be adversely affected. In recent weeks, there has been a substantial increase in the number of COVID-19 cases in India, leading to further movement restrictions in various parts of India. There can be no assurance that there will not be a continued occurrence or a recurrence of an outbreak of COVID-19, or another significant global outbreak of a severe communicable disease. While there have been progressive relaxations and calibrated easing of lockdown measures by the Government, we cannot predict if stricter lockdowns will not be re-introduced or extended in the future. The degree to which the COVID-19 pandemic further affects our results of operations will depend on future developments which are highly uncertain and cannot be predicted, including but not limited to the duration and spread of the COVID-19 pandemic, its severity, the actions to contain the COVID-19 pandemic or treat its impact, and how quickly and to what extent normal economic and operating conditions can resume. The COVID-19 pandemic may continue to disrupt our operations including through lockdowns and limited operations and access to business resources, where such disruption may impact the growth rate of our business.

Further, substantially all of our business is directly related to construction activity and infrastructure developments by our customers, that include large construction players, and demand for our products is largely dependent on the output of the construction and real estate industries. The sales, volumes and prices for our products are influenced by the cyclicality and seasonality of demand for these products (in relation to seasonality generally, please see "***- Our business is subject to seasonal variations and cyclicality that could result in fluctuations in our results of operations***" on page 50). For example, a halt or shutdown in operations in the real estate industry could result in lower construction activity and lower demand for cement products, which would affect our sales. Similarly, the residential construction activity could also decrease due to lower household disposable income driven by heightened uncertainty and higher unemployment rates on account of the COVID-19 pandemic. Additionally, infrastructure projects could be delayed due to the economic effects of the COVID-19 pandemic, which would also result in lower demand for our products and lower capacity utilisation rates. Although we have observed an increase in market demand as lockdown measures are gradually lifted, there is no assurance that our cement sales will rebound to pre-pandemic levels. Furthermore, our customers, service providers or suppliers may experience financial distress, file for bankruptcy protection or insolvency, or suffer disruptions in their businesses due to the outbreak of COVID-19, which in each case could have an adverse effect on our business, results of operations or financial condition. There have been instances during the COVID-19 pandemic wherein a few of our customers were unable to meet their payment obligations resulting in delayed payments to us, which led an increase in our provision for doubtful trade receivables. Our provision for doubtful trade receivables as of March 31, 2021 amounted to ₹ 1,085.62 million as compared to ₹ 890.17 million as of March 31, 2020. Our trade receivables (gross) as a percentage of our total sale of products was 7.70%, 8.94% and 8.37% respectively, for Fiscals 2021, 2020 and 2019.

There have been instances of resurgence of the COVID-19 pandemic around the world, which has brought about fresh lockdowns and caused further disruptions to economies. Such further occurrences of resurgence of COVID-19 or other pandemics, epidemics or outbreaks of other disease may have an adverse effect on our business operations and affect our ability to achieve our business plans. These disease outbreaks and the consequent economic impact may adversely impact our profitability and financial performance and may also have an adverse effect on the market price of the Equity Shares.

2. Our business is dependent upon our ability to mine/ procure sufficient limestone for our operations, and our inability to do so on reasonable terms, or at all, could have an adverse impact on our business, financial condition and results of operations. For instance, the Indian Bureau of Mines has revoked the approval of mining plans for two mines (ML-2 and ML-3, in relation to which we have received letters of intent), which we have challenged. Disputes of this nature in the future could adversely impact our ability to mine sufficient limestone.

Limestone is the principal raw material used in the production of clinker, which in turn, is the base of all cement products. In Fiscals 2021, 2020 and 2019, we utilised 12.93 million MT, 10.54 million MT and 10.43 million MT respectively, of limestone primarily for the manufacturing of clinker. Further, in Fiscals 2021, 2020 and 2019, our overall capacity utilisation for cement production in India was 77.57%, 90.05% and 92.99%, respectively. For further details of our plant-wise production capacity, see "***Business – Key Performance Indicators - Production and Production Capacity (Plant-wise)***" on page 168.

As of March 31, 2021, we operate 10 limestone mines. We are required to obtain a lease from the relevant state governments in order to mine the limestone deposits and accordingly, have obtained long-term mining lease agreements to excavate limestone from these mines.

In addition, we have executed mining lease agreements for limestone reserves at Arasmeta (ML-3) mines and Sonadih (ML-1) mines in Chhattisgarh, Nagaur mines in Rajasthan and Guntur mines in Andhra Pradesh, and production operations in these mines will commence after we secure statutory clearances and surface rights.

An application is pending for the revival of the mining lease at Dhandhani mines in Chhattisgarh due to non-commencement of operations within two years from the date of execution of the lease deed. There is the risk that the state government may deny our application for revival. Further, in relation to the Nagaur mines in Rajasthan and Tangeda mines in Andhra Pradesh, we have made applications seeking extension of time for commencement of mining operations under the relevant mine development and production agreements due to the delay for reasons beyond our control including COVID-19 pandemic. Additionally, the Subsidiary has been selected as a preferred bidder for the mines located at Parsabhader in Chhattisgarh, however, the grant of letter of intent is pending, subject to completion of necessary governmental formalities. There may be delays in obtaining statutory approvals and surface rights, or the mining leases may be declared as having lapsed or cancelled without our invocation of performance guarantee due to the non-commencement of mining operations or breach of the terms of the mining lease or grant order or mining development and product agreement. There may be unilateral changes to government policy, auction rules or conditions pertaining to clearances which may result in the denial of the letter of intent. For further information on our mining lease agreements, see "***Business - Raw Materials, Power and Fuel Production - Limestone***" on page 188.

The tenure of our mining leases are in accordance with the current provisions of the Mines and Minerals (Development and Regulation) Act, 1957, as amended ("**MMDR Act**"). In terms of the MMDR Act, a lease granted on or after January 12, 2015 shall be for a period of 50 years from the date of the original grant and leases granted before January 12, 2015 shall be deemed to have been granted for 50 years from the date of the grant or up to the current renewal period of the mine or up to March 31, 2030 (where the minerals are used for captive purpose), whichever is later, and shall be put on auction after expiry of the lease period with a right of first refusal granted to the holder of the mining lease agreement granted for captive purposes. Our mining leases may be terminated for various reasons, including but not limited to breach of the conditions of the mining lease agreements or due to changes in law. A change in law may also remove the right of first refusal that is currently provided post-expiration of the existing tenure, and we may need to compete with other bidders in the open market for the mining leases. Additionally, the mining leases provide that if operations are not commenced within a period of two years, the leases can be declared to have lapsed. We have filed revival applications for one of the leases that has been declared lapsed due to the non-commencement of mining operations resulting from a delay in securing environment clearances.

Further, as mining lease holders, we are required to obtain surface rights over the area or obtain the consent of the owners to start prospecting or mining operations. Any challenge or legal dispute with respect to such surface rights (for instance, any such land being declared government land), will adversely affect our mining rights.

Further, we may not be able to acquire new limestone mining lease agreements, pursuant to the amendment to the MMDR Act in 2015 which requires that the grant of mining lease agreements by respective state governments is to be compulsorily carried out through an auction process, for which the applicant is required to meet certain eligibility requirements as prescribed under the Mineral (Auction) Rules, 2015. For instance, if the value of estimated resources is equal to more than ₹ 10,000 million, the applicant is required to have net worth exceeding 2% of the value of the estimated resources. The respective state governments may also prescribe additional eligibility requirements from time to time. There can be no assurance that we will be able to successfully compete in the auction process, or be able to participate at all. Further, the mining lease granted to us through the auction process may contain onerous conditions which may substantially increase our costs associated with conducting mining operations. There can be no assurance that we will be able to comply with these conditions. Further, while we have received letters of intent for certain mines (one mine in Alsindi Himachal Pradesh (Alsindi mines), two mines in Sinla, Rajasthan (Sinla -1 mines and Sinla -2 mines), one mine in Jaisalmer, Rajasthan (Jaisalmer mines), one mine in Nimbahera in Rajasthan (Nimbahera mines) and two mines in Sonadih, Chhattisgarh (Sonadih (ML 2) mines and Sonadih (ML 3) mines), until we obtain the mining leases, there can be no assurance that we will be granted these limestone mines. The recently enacted Mines and Minerals (Development and Regulation) Amendment Act, 2021 ("**Amendment Act**") declares that cases either falling under section 10A(2)(b) of the MMDR Act which relates to prospecting licenses, or section 10A(2)(c) of the MMDR Act which relates to letters of intent, where right to obtain licence or lease has lapsed under the aforesaid provisions, such areas shall be put up for auction as per the provisions of the MMDR Act. In light of the Amendment Act, the Indian Bureau of Mines has construed those mining plans approved based on letters of intent, where lease deeds have not been executed before the commencement of the Amendment Act i.e. March 28, 2021, as infructuous, and therefore has revoked the approval of mining plan for Sonadih Limestone Mines (ML-2) and Sonadih Limestone Mines (ML-3) located in Chhattisgarh and our Company has filed revision petitions before the Controller General of Mines, Indian Bureau of Mines (Delhi and Nagpur) in this respect. For details, see "***Outstanding Litigation and Material Developments – Litigation involving our Company – Litigation filed against our Company – Actions by regulatory and statutory authorities***" on page 390.

Mining rights are subject to compliance with certain terms and conditions of the mining lease agreements. Laws, rules and regulations relating to mining, surface rights and the environment are administered by both the central government and relevant state authorities (as per their respective legislative competence). Any change in state government policy or adverse rulings by adjudicating bodies, would impact the operations of the relevant mine, including but not being limited to mining operations being declared illegal.

For instance, the recently enacted Amendment Act may impact our rights for grant of mining leases in case we fail to establish that our rights stands crystallised. Further, all our mines are captive mines, which means that the Central Government was previously empowered to reserve these mines to be leased through an auction for a particular end-use. The Amendment Act provides that no mines shall be reserved for a particular end-use. Therefore, upon expiry of the existing tenure of our mining leases, these mines may be auctioned by the Central Government, without any reservation confined to particular end use for purposes other than for using limestone as a raw material in the production of clinker and will result in increased competition in the auction process. Further, the Amendment Act provides that the mines for which the leases have expired, may be allocated to government companies if the auction process for granting a new lease has not been completed. However, under the MMDR Act, the holder of the mining lease agreement granted for captive purposes is provided with a right of first refusal in relation to the mining lease open for auction after the expiry of existing tenure but the government may, through subsequent amendments, withdraw the right of first refusal for existing lease holders. Such amendments may affect our rights under the MMDR Act and we may not be able to renew the mining leases used for captive purposes. Furthermore, under the Amendment Act, where production and dispatch of minerals has not commenced within two years from the date of execution of a mining lease or where such production and dispatch has commenced but the same has been discontinued for a period of two years, such a mining lease is considered to have lapsed. Mining plans are periodically reviewed by the concerned authorities every five years and mining plans may be rejected consequent to such review.

Further, the Government of India and state governments have the power to take pre-emptory action with respect to mining rights, including imposing fines or restrictions, revoking mining rights, prohibiting mining activities in

certain regions, or changing the amount of royalties payable for mining or putting conditions on transfer of mining leases or mergers/amalgamation/acquisition of entities having mining leases. Also, see "- ***We may be adversely affected by increases in, or structural changes to, the royalties payable by us or onerous conditions under mining lease agreement or central or state government actions.***" on page 43. State governments also have the right of pre-emption with respect to the minerals lying in or upon the lands in relation to which the mining leases have been granted to us. Under the MMDR Act, we have the right of first refusal in relation to renewal of the mining leases used for captive purposes, however there can also be no assurance that we will be able to retain such mining leasehold rights on acceptable terms, or meet the price discovered through auction bidding or, if obtained, such rights may not be obtained in a timely manner or may involve requirements which restrict our ability to conduct our operations or to do so profitably or otherwise due to change in law we may no longer have right of first refusal at all. For further information, see "***Business - Raw Materials, Power and Fuel Production - Limestone***" on page 188.

Although the residual reserves of our mining lease agreements may be sufficient to meet the production requirements of our existing facilities, in case such rights are revoked or our mining lease agreements expire or declared lapsed or are not renewed upon expiration or are renewed through auction at a higher price, or significant restrictions on the usage of the rights are imposed resulting in failure to extract required amounts of limestone (such as restrictions imposed and the lockdown measures implemented by central and state authorities due to the COVID-19 pandemic), or applicable environmental standards are substantially increased or royalties are increased to significant levels, our ability to operate our integrated manufacturing facilities situated in close proximity to the affected limestone mining sites could be disrupted until alternative limestone sources are located, which could materially and adversely affect our business, financial condition and results of operations. In addition, entering into new license or mining lease contracts or extending existing license or mining lease contracts is time-consuming and requires the review and approval of several government authorities. Further, we estimate that the reserves of one of our mining leases (Sinla mines) is likely to exhaust in the next 6 to 8 years. The limestone from Sinla mines are supplied to Nimbol Cement Plant. The production of limestone from Sinla mines as a percentage of the contribution to Nimbol Cement Plant of the Company, on a consolidated basis, for Fiscal 2021 was 7.28%. In this situation, we would be required to source limestone from third parties subject to the supply terms and market conditions, which could adversely impact our business, financial condition and results of operations.

Some of the other key risks associated with the mining resources are set out below:

- Failure on our part to comply with the conditions under the letter of intent resulting in non-grant of mining leases or conditions specified by the mining leases, within the stipulated time frame, or at all or acquire mining lease agreements in the future, or to retain our existing leases, may have an adverse impact on our business and operations.
- Periodical review of the mining plans by the concerned authorities, every five years, may result in the authorities imposing onerous conditions, increased costs impacting our cash flows, the likelihood of the mining plans being rejected consequent to such review and cancellation of the mining plans.
- On occasion, sandstone leases come in conflict with limestone mines on account of which we may be constrained to undergo re-demarcation, leading to lack of optimum utilisation of mining resources.
- Ongoing legal disputes with respect to obtaining mining leases and letters of intent with respect to mining may impact our rights over such mining resources. For further information, see "***Outstanding Litigation and Material Developments – Litigation involving our Company – Litigation filed by our Company – Material Civil Proceedings***" on page 399.

3. The recently enacted Mines and Minerals (Development and Regulation) Amendment Act, 2021 ("Amendment Act") may result in lapsing of letters of intent for the grant of mining leases under Section 10A of the MMDR Act. In addition, the Amendment Act may also impact the continuity of certain non-operating mining leases.

Our business depends heavily on our ability to mine and procure sufficient limestone for our plants. Our inability to access limestone reserves on reasonable terms or at all will disrupt our business continuity.

Based on the facts of each case, the recently enacted Amendment Act may result in the lapsing of such vested rights which are being claimed by us either based on the prospecting license or letter of intent granted prior to January 12, 2015. A list of such vested rights is set out below:

Sr. No.	Location of mining reserves	State	Nature of vested right
1.	Sonadih mining reserves (ML 2)	Chhattisgarh	Letter of intent based on prospecting license
2.	Sonadih mining reserves (ML 3)	Chhattisgarh	Letter of intent based on prospecting license
3.	Alsindi, mining reserves	Himachal Pradesh	Letter of intent
4.	Jaisalmer mining reserves	Rajasthan	Letter of intent
5.	Sinla - 1 mining reserves	Rajasthan	Letter of intent based on prospecting licence
6.	Sinla - 2 mining reserves	Rajasthan	Letter of intent based on prospecting licence
7.	Nimbahera mining reserves	Rajasthan	Letter of intent

In addition, certain provisions of the Amendment Act may also result in legal disputes impacting such mining leases where production and dispatch of minerals has not commenced within two years from the date of execution of a mining lease or such extended period not more than one year ("non-operational mining leases"). Our non-operational mining leases likely to be impacted by the Amendment Act are Sonadih ML1, Arasemta ML 3 and Dhandhani in Chhattisgarh, Nagaur 3b 1(a) and Nagaur 3b 1(b) in Rajasthan besides Dachepalli, Guntur in Andhra Pradesh. The recently enacted Amendment Act declares that cases either falling under section 10A(2)(b) of the MMDR Act which relates to prospecting licenses, or section 10A(2)(c) of the MMDR Act which relates to letters of intent, where right to obtain licence or lease has lapsed under the aforesaid provisions, such areas shall be put up for auction as per the provisions of the MMDR Act. In light of the Amendment Act, the Indian Bureau of Mines has construed those mining plans approved based on letters of intent, where lease deeds have not been executed before the commencement of the Amendment Act i.e. March 28, 2021, as infructuous, and therefore has revoked the approval of mining plan for Sonadih Limestone Mines (ML-2) and Sonadih Limestone Mines (ML-3) located in Chhattisgarh and our Company has filed revision petitions before the Controller General of Mines, Indian Bureau of Mines (Delhi and Nagpur) in this respect. Also, see "***Outstanding Litigation and Material Developments - Litigation involving our Company – Litigation filed against our Company – Actions by regulatory and statutory authorities***" on page 390.

Also, see "***- Our business is dependent upon our ability to mine/ procure sufficient limestone for our operations, and our inability to do so on reasonable terms, or at all, could have an adverse impact on our business, financial condition and results of operations.***" on page 28.

4. The limestone reserve data and reserve life in this Red Herring Prospectus is only an estimate and our actual reserves may differ from such estimate. Further, our reserve life could also be lower than the estimates mentioned in this Red Herring Prospectus which could affect our financial condition and results of operations adversely.

The limestone reserve data included in this Red Herring Prospectus are based on various estimates of our management that have been taken into account by Mr. S.K Bhatia, an independent chartered engineer who (i) holds a degree of master of science in engineering from the Union of Soviet Socialist Republics; (ii) is duly registered as a chartered engineer with the Institution of Engineers (India) with the registration number M – 107824/5; and (iii) is an associate member of the Indian Institute of Insurance Surveyors and Loss Assessors with the membership number A/E/08616. The independent chartered engineer has verified and certified the limestone reserve data and reserve life based on the information, representations and explanations provided by us, the review of the various documents related to the limestone mines provided by us and reserve details approved by the Indian Bureau of Mines, Ministry of Mines, Government of India ("**IBM**"). The limestone residual reserves as of March 31, 2021 has been computed by the independent chartered engineer by taking into account the reserves as per the last IBM approved mining plan and subtracting the annual consumption of limestone which has been calculated based on, among others, the royalties paid by us to the Department of Mines and Geology of the relevant state Government.

Our actual production and consumption with respect to our reserves may differ from such estimates depending on the future exploration results, available grade or geological conditions or restrictions on mining operations if any imposed by government. There are numerous uncertainties inherent in estimating quantities of our limestone reserves, including many factors beyond our control apart from the results of future explorations. In general, estimates of limestone reserves are based upon a number of variable factors and assumptions, such as geological and geophysical characteristics of the reserves, historical production performance from the properties, the quality and quantity of technical and economic data, extensive engineering judgments, the assumed effects of regulation

by government agencies and future operating costs. All such estimates involve uncertainties, and classifications of reserves are only attempts to define the degree of likelihood that the reserves will result in revenue for us. For those reasons, estimates of the economically recoverable reserves attributable to any particular group of properties and classification of such reserves based on risk of recovery, prepared by different engineers or by the same engineers at different times, may vary substantially. Therefore, actual limestone reserves may vary significantly from such estimates. To the extent actual reserves are significantly less than the estimates, the residual reserve life of our limestone mines will be reduced, and our financial condition and results of operations are likely to be materially and adversely impacted. While these estimates are based on detailed studies conducted by independent experts, there can be no assurance that these estimates would not be materially different from estimates prepared in accordance with recognised international method or norms.

5. We are dependent upon the continued availability of coal, water, labour and raw materials used in the production of cement, the costs and supply of which can be subject to significant variation due to factors outside our control.

Our competitiveness, costs and profitability depend, in part, on our ability to source and maintain a stable and sufficient supply of raw materials (such as limestone, gypsum, slag, water and fly ash) and fuel (including coal and pet coke) at acceptable prices. Fuel in the form of diesel and petrol for freight costs is also essential for the operations of our businesses. For further information, see "***Business - Raw Materials, Power and Fuel Production***" on page 188. For Fiscals 2021, 2020 and 2019, the cost of materials consumed amounted to 13.78%, 18.75% and 19.82% respectively, of our revenue from operations and power and fuel amounted to 18.11%, 18.04% and 19.49% of our revenue from operations. On a proforma basis, cost of materials consumed represented 13.49% of the proforma revenue from operations for Fiscal 2021 and power and fuel represented 18.22% of the proforma revenue from operations for Fiscal 2021. We do not own any coal mines for our operations and typically source coal and pet coke from domestic and international suppliers based on purchase orders and fuel supply agreements. Further, some of the fuel supply agreements contain a take-or-pay provisions under which we are required to offtake certain minimum quantity and even if we are unable to offtake such amount, we are required to pay a minimum contracted amount to our suppliers (which can be a substantial expense). For further information on our fuel supply arrangement, see "***Business - Raw Materials, Power and Fuel Production - Power Supply - Coal and Pet Coke***" on page 191.

Raw materials and coal are subject to price volatility caused by external factors beyond our control, such as climatic and environmental conditions, commodity price fluctuations, market demand, production and transportation cost, and changes in government policies including duties and taxes and trade restrictions. In addition, competition in the industry may result in increase in prices of raw materials, thus impacting our profit margins. Further, the supply of coal, water and raw material (including power and fuel) could be disrupted for reasons beyond our control, including extreme weather conditions, fire, natural catastrophes or other raw material supply disruptions, including by way of changes in government policy and judicial intervention. For instance, on October 24, 2017, the Supreme Court of India banned the use of pet coke in the states of Uttar Pradesh, Haryana and Rajasthan with effect from November 1, 2017. While the restriction was subsequently relaxed for cement industries, the Supreme Court in its order dated July 26, 2018 imposed certain limitations on import of pet coke and relaxed the conditions relating to a ban on the use of petcoke by certain industries (where the inclusion of petcoke in the manufacturing process produced sulfur dioxide, a toxic byproduct). These industries include cement, lime kiln, calcium carbide and gasification. Further, the COVID-19 pandemic resulted in some disruptions in the supply of raw materials from our suppliers during the months of March, April and May 2020. We also experienced some disruptions in supply chain and inventory management, as well as delays in orders. There can be no assurance that disruptions in the availability or supply of pet coke, including by way of banning the use of pet coke in the cement industry, will not occur in the future. Further, the quality of coal and pet coke also has an impact on the efficiency of our operations. Additionally, our manufacturing facilities are labour intensive and accordingly, we are subject to availability of labour for undertaking our operations. Shortage of labour at our manufacturing facilities (such as the restrictions imposed and the lockdown measures implemented by the central and state authorities due to the COVID-19 pandemic) may adversely affect our operations. For details on impact of COVID-19 pandemic on the supply of raw materials and labour, see "***-Our business, financial condition and results of operations have been and may continue to be materially adversely affected by the COVID-19 pandemic. Further, COVID-19 pandemic has substantially impacted the construction industry globally and particularly in India, the continued slowdown in the Indian construction industry could severely impact our results of operations and profitability.***" on page 26.

In Fiscals 2021, 2020 and 2019, we utilised 0.89 million MT, 0.48 million MT and 0.57 million MT respectively of coal, and 0.36 million MT, 0.41 million MT and 0.39 million MT respectively of pet coke, in manufacturing operations and power generation. If the supply of pet coke is interrupted, we may be compelled to rely on more expensive alternatives that may therefore affect our production volumes, as well as profitability.

Increase in the global prices for fuel (including coal and pet coke) have, in the past, resulted in increase in our cost of power and fuel expenses. The pricing of coal under our supply arrangements is directly linked to market prices, subjecting us to the risk of coal price fluctuations. Further, we also source our coal and pet coke requirement from suppliers of coal and pet coke outside India as well and accordingly, we are also exposed to the risk of foreign exchange rate fluctuations, increases in freight rates and imposition of freight restrictions.

We have long-term contracts for the supply of certain quantities of slag, coal and fly ash. These contracts have tenures of around 20 years (in the case of slag), 5 years (in the case of coal) and 12 to 30 years (in the case of fly ash). Apart from such committed supplies, we do not have long or medium-term contracts for balance slag, coal, fly ash or other types of raw materials since we typically place orders with vendors on a short-term basis based on our anticipated requirements. Our long-term supply agreements are limited by the contractual terms and conditions and the remedy of specific performance may not be available. The absence of long-term contracts at fixed prices exposes us to volatility in the prices of raw materials that we require, and we may be unable to pass these costs onto our customers and which could negatively affect the overall profitability and financial performance of our business. If we are unable to obtain adequate supplies of coal and raw materials or power and fuel in a timely manner or on acceptable commercial terms, or if there are significant increases in the cost of these supplies, our business and results of operations may be materially and adversely affected.

Further, we also depend on power supply by state electricity distribution companies and any disruption in supply due to termination of contract or changes in regulations may adversely affect our operations.

6. Under-utilisation of our manufacturing capacities and an inability to effectively utilise our expanded manufacturing capacities could have an adverse effect on our business, future prospects and future financial performance.

Most of our Cement Plants and mines are located in eastern and northern India. Our capacity utilisation is affected by the availability of raw materials, industry and market conditions as well as by the product requirements of, and procurement practice followed by, our customers. In the event that we are unable to achieve full capacity utilisation of our current manufacturing facilities this would result in operational inefficiencies which could have a material adverse effect on our business, financial condition, future prospects, and future financial performance.

In Fiscals 2021, 2020 and 2019, our overall capacity utilisation for cement production in India was 77.57%, 90.05% and 92.99%, respectively. For further information, see "***Business - Capacity and Capacity Utilisation***" on page 188. In Fiscals 2021 and 2020, our capacity utilisation was impacted by the closure of our facilities during the COVID-19 pandemic related lockdown period. These figures are not indicative of future capacity utilisation rates, which is dependent on various factors, including demand for our products, availability of raw materials, customer preferences, our ability to manage our inventory and implement our growth strategy of improving operational efficiency. Under-utilisation of our manufacturing capacities over extended periods, or significant under-utilisation in the short-term, could materially and adversely impact our business, growth prospects and future financial performance.

Further, we have made certain investments for the expansion of our manufacturing capacities and are continuing to undertake additional investments. The success of any capacity expansion and expected return on investment on capital invested is subject to, among other factors, the ability to procure requisite regulatory approvals in a timely manner, recruit and ensure satisfactory performance of personnel to further grow our business, and the ability to absorb additional infrastructure costs and develop new expertise and utilise the expanded capacities as anticipated. In case of oversupply in the industry or lack of demand, we may not be able to utilise our expanded capacity efficiently.

7. An inability to effectively manage our growth and expansion may have a material adverse effect on our business prospects and future financial performance.

The success of our business will depend greatly on our ability to effectively implement our business and growth strategy. Our growth depends, amongst other factors, on increasing and expanding our presence across India, by innovating and launching niche products, acquiring other cement plants, setting up new integrated and grinding

units, increasing capacity of existing units and market share, achieving cost efficiency and improving productivity, penetrating new market and expanding our existing distribution network. For further information, see "***Business - Our Strategies***" on page 165. Our ability to achieve growth will be subject to a range of factors, including our ability to identify trends and demands in the industry, compete with existing companies in our markets, consistently exercise effective quality control, recognition of our brand in the new regions, hire and train qualified personnel, and ability to transport our finished products efficiently. Many of these factors are beyond our control (such as trends in the industry, competition from other players and changes in law) and there is no assurance that we will succeed in implementing our strategy. Our future growth also depends on expanding our sales and distribution network to enter new markets, and recognition of our brands. As a result, the products we introduce in new markets may be more expensive to produce and/ or distribute and may take longer to reach expected sales and profit levels than in our existing markets, which could affect the viability of these operations or our overall profitability.

Further, our expansion plans and business growth could strain our managerial, operational and financial resources. For information on our expansion plans, see "***Business - Proposed Expansion Plans***" on page 170. Our ability to manage future growth will depend on our ability to continue to implement and improve operational, financial and management information systems on a timely basis and to expand, train, motivate and manage our workforce. There can be no assurance that our personnel, systems, procedures and controls will be adequate to support our future growth. Failure to effectively manage our expansion may lead to increased costs and reduced profitability and may adversely affect our growth prospects. Our inability to manage our business and implement our growth strategy could have a material adverse effect on our business, financial condition and profitability. Also, see "***- Our proposed capacity expansion plans relating to our integrated and grinding units are subject to the risk of unanticipated delays in implementation and cost overruns***." on page 39.

8. Inability to effectively integrate our operations with our acquisitions and achieve operational efficiency may not yield timely or effective results, which may affect our financial condition and results of operations.

In July 2020, we acquired 100% shareholding in NU Vista, with a view to expand our operations in the East Indian market and to become a key industry player in India, and to harness synergies resulting from economies of scale. Further, as part of our growth strategy, we may undertake other acquisitions as well. However, there can be no assurance that we will be able to successfully derive anticipated benefits from such acquisitions, and integrate the acquired business into our existing operations. Such acquisitions involve various risks and challenges, including the diversion of management's attention from our existing business operations, the potential loss of key employees and customers of the acquired businesses, potential disruption of business relationships with current customers, uncertainties that may impair our ability to attract, retain and motivate key personnel, issues relating to management and integration of operations, potential deficiencies in financial control and statutory compliance at the acquired companies, increase in our expenses and working capital requirements, failure to achieve cultural compatibility and other benefits expected from an acquisition, and exposure to unanticipated liabilities of the acquired companies. An inability to integrate our operations or manage the acquired business may result in increased costs and adversely affect our results of operations.

Further, we may be adversely impacted by liabilities that we assume from our acquisitions, including known and unknown obligations, including from regulatory authorities and we may fail to identify or adequately assess the magnitude of certain liabilities. In addition, we may require additional financial resources for the successful expansion or reorganisation of the recently acquired business and integrating their operations into our operations. An inability to raise adequate finances in a timely manner and on commercially acceptable terms for the expansion, reorganisation or integration of the business with our existing operations could materially and adversely affect our business, results of operations and financial condition.

9. We have contingent liabilities that have not been provided for in our financial statements, and if they materialise, it may adversely affect our financial condition.

As of March 31, 2021, our contingent liabilities (claims/ demands not acknowledged as debt) were as follows:

(*in ₹ million*)

Contingent Liabilities not provided for in respect of:	As at March 31, 2021
i) Claims against the Group not acknowledged as debts:	
a. Disputed demands in respect of Sales Tax/VAT/GST by various tax authorities	639.00

b. Disputed demand in respect of Entry Tax by various tax authorities	412.10
c. Disputed demand in respect of Excise Duty *	298.13
d. Disputed demand in respect of Service Tax	74.32
e. Stamp Duty paid under protest for change of name from GKW to LRCL	18.00
f. Disputed demands in respect of Custom duties	144.42
g. In respect of Income Tax	3,255.56
h. Other claims	248.69
Against these, payments under protest/adjustments made by the Group	1,325.31

* The Supreme Court in its judgement dated November 27, 2019 in case of Civil appeal no.10193 of 2017 Commissioner of central Excise Vs M/s Madras Cements Ltd. along with the Company, dismissed the appeal filed by the Commissioner of Central Excise. Accordingly, the Company is now entitled to concession rate of excise duty for sales made to Institutional consumer or industrial consumer. The Company believes that identical matters amount to ₹ 1,589.30 million pending before various forums are squarely covered by the aforesaid judgment of the Hon'ble Supreme Court and treated as remote.

ii) The State of Chhattisgarh has filed a Revision Application challenging the adjudication order of the District Registrar and Collector of Stamps; Janjgir -Champa for alleged under-valuation of the properties, which the Company acquired from Raymond Ltd. Against this, Raymond Ltd. has filed a Special Leave Petition before the Hon'ble Supreme Court, which has stayed the proceedings before the Board of Revenue.	Amount not determinable
iii) The Collector of Stamps, Raipur has commenced enquiry proceedings under Section 47 (A)(3) of the Indian Stamp Act, 1899 questioning the amount of stamp duty paid by The Tata Iron and Steel Company Limited (TISCO) on transfer of the immovable properties at Sonadih from TISCO to the Company. The Company has filed a Writ Petition in the Hon'ble High Court of Bilaspur, Chhattisgarh challenging the enquiry commenced by the Collector of Stamps. The matter is pending before the High Court. The Company's liability, if at all arises, in both the above cases, is restricted to 50% by virtue of business transfer agreement between Lafarge and Raymond Ltd/TISCO.	Amount not determinable

iv) In June 2012, the Competition Commission of India (CCI) passed an Order levying a penalty of ₹ 4,900.01 million on the Company in connection with a complaint filed by the Builders Association of India against leading cement companies (including the Company) for alleged violation of certain provisions of the Competition Act, 2002. The Company filed an appeal before the Competition Appellate Tribunal (COMPAT) for setting aside the said Order of CCI. The COMPAT granted stay on levying the penalty imposed on the Company by CCI against deposit of 10% of the penalty amount. In December 2015, the COMPAT finally set aside the said Order of CCI and remanded back to CCI for fresh adjudication of the issues and passing of fresh Order. However, in August 2016 the case was reheard by CCI and it passed an Order levying a penalty of ₹ 4900.01 million on the Company. The Company had filed an appeal against the Order before the COMPAT. The COMPAT has granted a stay with a condition to deposit 10% of the penalty amount, which was deposited and levy of interest of 12% p.a. in case the appeal is decided against the appellant (the "Interim order"). COMPAT was replaced by the National Company Law Appellate Tribunal (NCLAT) effective May 26, 2017, who vide its judgment dated July 25, 2018, dismissed the Company's appeal and upheld the CCI's order. Against the above judgment of NCLAT, the Company appealed before the Hon'ble Supreme Court, which by its order dated October 5, 2018 had admitted the appeal of the Company and directed that the interim order passed by the tribunal in this case will continue in the meantime. Based on the reimbursable rights available with the Company backed by legal opinion, no provision is considered necessary.

v) The Subsidiary company had availed stamp duty exemption as available under the Chhattisgarh Industrial Policy, 2009-2014, subject to commencing of operations of the plant within a period of 5 years which could not be completed due to delay in land possession by the concerned State Authority, against which the office of the collector of stamps, Baloda Bazar, Chhattisgarh has issued a demand notice on account of stamp duty (including interest and penalty) for ₹ 4.43 million. Since the delay was not due to any reasons attributable to the Subsidiary company, the matter was appealed before the Hon'ble High Court of Chhattisgarh, which in turn has redirected the case to Board of Revenue, Bilaspur. The Board of Revenue dismissed the revision filed by the Subsidiary company and upheld the order passed by the Collector of Stamps, Baloda Bazar, Chhattisgarh. The Subsidiary company has appealed before Hon'ble High Court of Chhattisgarh against order of the Board of revenue. The Hon'ble High Court of Chhattisgarh stayed the recovery order passed by collector of stamp till final decision on the writ petition.

vi) The stamps department of Rajasthan has demanded differential stamp duty of ₹ 4541.10 million (plus penalty and interest) in respect of the two mining lease agreements executed by the subsidiary company, which has been calculated considering the estimated value of resources (limestone) contained in the two pieces of land covered under the mining leases. Since appropriate stamp duty as directed by the Asst. Mining Engineer, Deh, has already been paid by the subsidiary company, this demand has been challenged by the by way of a writ petition in the Rajasthan High Court at Jodhpur. After examination of all statutory provisions and facts pertaining to this matter, the subsidiary company is of the view that the demand is not sustainable and expects a favorable judgment from the Rajasthan high court.	
vii) **Particulars**	
For Bank guarantee	4,076.91
For Letter of Credit	868.33

Our total contingent liabilities of ₹ 19,481.01 million (excluding amount paid under protest of ₹ 1,325.31 million) as a percentage of our net worth, on a consolidated basis, as of March 31, 2021, was 26.60%.

If a significant portion of these contingent liabilities materialise, it could have an adverse effect on our business, financial condition and results of operations. For details, see "***Financial Statements - 49. Contingent Liabilities***" on page 334.

10. There are outstanding legal proceedings involving our Company, the Subsidiary, the Individual Promoter, the Directors and the Group Companies and any adverse outcome in any of these proceedings may adversely impact our business, reputation, financial condition and results of operations. The outstanding litigation involving the Company and the Subsidiary to the extent quantifiable as on date of this Red Herring Prospectus, as a percentage of net worth of the Company, on a consolidated basis as of March 31, 2021, was 18.94%.

In the ordinary course of business, our Company, the Subsidiary, the Individual Promoter, the Directors and the Group Companies are involved in certain legal proceedings which are pending at different levels of adjudication before various courts and tribunals. For further information, see "***Outstanding Litigation and Material Developments***" beginning on page 385. The summary of outstanding litigation set out below includes details of criminal proceedings, tax proceedings, statutory and regulatory actions and material pending civil litigation involving our Company, the Subsidiary, the Individual Promoter and the Directors. According to the Materiality Policy, any outstanding litigation, other than criminal proceedings, statutory or regulatory actions and taxation matters, is considered material if the monetary amount of claim by or against the entity or person in any such pending matter is in excess of ₹ 274.68 million or if an adverse outcome of any such litigation could materially and adversely affect our business, prospects, operations, financial position or reputation.

Particulars	Number of cases	Amount* *(in ₹ million)*
Litigation involving our Company		
Criminal proceedings	277	189.01
Material civil litigation	139	6,256.64
Actions by statutory or regulatory authorities	421	577.99
Direct and indirect tax proceedings	210	6,306.83
Total	**1,047**	**13,330.47**
Litigation involving the Promoters		
Criminal proceedings	1	Not quantifiable
Material civil litigation	-	-
Actions by statutory or regulatory authorities	-	-
Disciplinary actions including penalty imposed by SEBI or the Stock Exchanges against the Promoters in the last five Financial Years	-	-
Direct and indirect tax proceedings	2	155.94
Total	**3**	**155.94**
Litigation involving the Subsidiary		
Criminal proceedings	110	38.95
Material civil litigation	7	35.58
Actions by statutory or regulatory authorities	5	Not quantifiable
Direct and indirect tax proceedings	11	469.04
Total	**133**	**543.57**
Litigation involving the Directors		

Particulars	Number of cases	Amount* *(in ₹ million)*
Criminal proceedings	4	Not quantifiable
Material civil litigation	-	-
Actions by statutory or regulatory authorities	-	-
Direct and indirect tax proceedings	3	228.87
Total	**7**	**228.87**
Litigation involving the Group Companies		
Outstanding litigation which may have a material impact on the Company	-	-

* *To the extent ascertainable*.

The aggregate amount of outstanding litigation (i.e. criminal litigation, actions by statutory or regulatory authorities, direct and indirect tax proceedings and material civil litigation (as per the Materiality Policy), to the extent quantifiable, involving the Company and the Subsidiary as on date of this Red Herring Prospectus, as a percentage of net worth of the Company, on a consolidated basis as of March 31, 2021, was 18.94%.

Involvement in such proceedings could divert our management's time and attention and consume financial resources. Furthermore, adverse orders could be an adverse impact on our business, results of operations and financial condition. We cannot assure you that these legal proceedings will be decided in our favor and that no further liability will arise out of these proceedings. An adverse outcome in any of these proceedings, either individually or in the aggregate, may affect our reputation, business operations, financial condition and results of operations.

11. Our actual financial statements may differ from the Proforma Financial Statements included in this Red Herring Prospectus.

In this Red Herring Prospectus, we have included Proforma Financial Statements to show the impact of the acquisition of NU Vista on our statement of profit and loss for Fiscal 2021. As the Proforma Financial Statements are prepared for illustrative purposes only, it is, by its nature, subject to change and may not give an accurate picture of the actual financial results of operations that would have occurred had such transactions by us been effected on the dates they are assumed to have been effected, and is not intended to be indicative of our future financial results of operations. In addition, the Proforma Financial Statements have not been prepared in accordance with the requirements of the U.S. Securities and Exchange Commission or U.S. GAAP. Further, the rules and regulations related to the preparation of the Proforma Financial Statements in other jurisdictions may vary significantly from the basis of preparation as set out in the Proforma Financial Statements included in this Red Herring Prospectus. Therefore, the Proforma Financial Statements should not be relied upon as if it has been prepared in accordance with those standards and practices. If the various assumptions underlying the preparation of the Proforma Financial Statements do not come to pass, our actual results could be materially different from those indicated in the Proforma Financial Statements.

12. An inability to comply with repayment and other covenants in the financing agreements could adversely affect our business, financial condition, cash flows and credit rating.

We have entered into agreements with certain banks and other lenders for short-term and long-term borrowings. As of June 30, 2021, we had total borrowings (consisting of non-convertible debentures, long-term borrowings and short-term borrowings) of ₹ 71,302.18 million. The agreements with respect to our borrowings contain restrictive covenants, including, but not limited to, requirements that we obtain consent from the lenders prior to undertaking certain matters including altering our capital structure and change in shareholding resulting in the shareholding of the promoters to fall below 51% of our total share capital, and change in constitutional documents. For details, see "***Financial Indebtedness***" on page 353. Further, our Company is also required to comply with certain restrictive, information and financial covenants under the terms of the borrowings availed by the Corporate Promoter. As of date of this Red Herring Prospectus, we have obtained necessary consents from, and made necessary intimation to, our lenders as required under our loan documentation, for undertaking the Offer and related actions. Further, under the terms of our borrowings, we are required to create a mortgage over our immovable properties and hypothecation of our movable properties. 100% of our property, plant and equipment as of March 31, 2021 have been hypothecated or mortgaged. As these assets are hypothecated or mortgaged in favor of lenders, our rights in respect of transferring or disposing of these assets are restricted. Additionally, we are required to, among others, to maintain the prescribed debt service coverage ratio, net debt to EBITDA, fixed asset coverage ratio and interest service coverage ratio. There can be no assurance that we will be able to comply

with these financial or other covenants or that we will be able to obtain consents necessary to take the actions that may be required to operate and grow our business. Further, if we fail to service our debt obligations, the lenders have the right to enforce the security created in respect of our secured borrowings. If the lenders choose to enforce security and dispose our assets to recover the amounts due from us, our business, financial condition and results of operations may be adversely affected.

The schedule of repayment schedule / date of redemption and prepayment / early redemption penalty with respect to our loans and NCDs proposed to be repaid or redeemed from the proceeds of the Fresh Issue, as on June 30, 2021, is set out below:

Term loan lender / NCDs	**Term loan / NCDs**	**Sanctioned / Issue amount as on June 30, 2021 (*in ₹ million*)**	**Outstanding amount including accrued interest as on June 30, 2021 (*in ₹ million*)**	**Repayment schedule / Date of redemption**	**Prepayment / Early redemption penalty**
Kotak Mahindra Bank Limited	Term loan	4,000.00	3,206.64	20 quarterly instalments, post completion of the moratorium period of 24 months	0.50% of the outstanding amount if the prepayment is made prior to completion of one year from the date of disbursement. Nil thereafter with 30 days prior notice
State Bank of India	Term loan	4,000.00	3,207.99	20 quarterly instalments commencing from December, 2020	Nil on prepayment at the time of MCLR reset date or in case of Equity issuance or infusion by promoters with 30 days prior notice In other cases, with a prepayment charges of 0.50% plus GST
The Hongkong and Shanghai Banking Corporation Limited	Term loan	1,500.00	1,387.50	5 years door to door tenor with 10% of principal in the second year in equal quarterly instalments and 90% of the principal in the third, fourth and fifth years in equal quarterly instalments	Prepayment shall be subject to funding penalties by the lender, at its sole discretion, other than on interest reset dates
Axis Bank Limited	Term loan	1,500.00	1,500.00	16 quarterly instalments, after 24 months from the date of first disbursement	1% of the amount repaid, subject to certain exceptions
First Abu Dhabi Bank PSJC	Term loan	1,500.00	1,500.00	5 quarterly instalments, after 36 months from the date of first disbursement	Prepayment shall be subject to additional break costs determined by the lender at its sole discretion, subject to certain exceptions
Axis Bank Limited	Term loan	10,000.00	3,950.00	36 quarterly instalments, after 12 months from the date of first disbursement	1% of the amount repaid, subject to certain exceptions
Indian Bank Limited	Term loan	2,000.00	1,837.20		
Karur Vysya Bank Limited	Term loan	1,000.00	1,000.00		
Bank of Maharashtra	Term loan	2,300.00	2,112.80		

Term loan lender / NCDs	Term loan / NCDs	Sanctioned / Issue amount as on June 30, 2021 (*in ₹ million*)	Outstanding amount including accrued interest as on June 30, 2021 (*in ₹ million*)	Repayment schedule / Date of redemption	Prepayment / Early redemption penalty
The Hongkong and Shanghai Banking Corporation Limited	Term loan	750.00	750.00		
NVCL 8.75% 2021 Series 1	NCDs	2,150.00	2,195.87	September 15, 2021	-
NVCL 8.75% 2022 Series 2	NCDs	1,850.00	1,889.47	March 25, 2022	-
NVCL 6.00% 2022	NCDs	4,000.00	4,060.49	March 31, 2022	-
Total		**36,550.00**	**28,597.96**		

As per certificate issued by S K Patodia & Associates, Chartered Accountants dated July 30, 2021.

A substantial portion of our total outstanding indebtedness is pegged to floating interest rates. The outstanding debt of the Company with variable interest rates as a percentage of the total outstanding debt of the Company, on a consolidated basis, as of March 31, 2021, was 66.81%. Any fluctuations in the interest rates or downgrade in the credit ratings assigned to our debt instruments may directly impact the interest costs of such loans. For details with respect to our credit rating, see "***- Any downgrade of our or India's debt rating by an independent agency may adversely affect our ability to raise financing***." on page 68. Our ability to make payments on and refinance our indebtedness will depend on our continued ability to generate cash from our future operations. We may not be able to generate enough cash flow from operations or obtain enough capital to service our debt. In addition, lenders under our existing credit facilities could foreclose on and sell our assets if we default under those credit facilities. For further information, see "***Financial Indebtedness***" on page 353. Further, in response to the COVID-19 pandemic, the RBI allowed banks and lending institutions to offer moratoriums to their customers to defer payments under loan agreements until August 31, 2020. Pursuant to such measures, NU Vista had, prior to becoming the Subsidiary, availed moratoriums offered by the banks and lending institutions to defer payments under most of its facilities for the quarters ended March 2020 and June 2020.

Any failure to comply with the conditions and covenants in our financing agreements or the creation of additional encumbrances that is not waived by our lenders or guarantors or otherwise cured or occurrence of a material adverse event could lead to an event of default and consequent termination of our credit facilities, foreclosure on our assets, acceleration of all amounts due under such facilities or trigger cross-default provisions under certain of our other financing agreements, any of which could adversely affect our business financial condition, cash flows and credit rating.

13. Our proposed capacity expansion plans relating to our integrated and grinding units are subject to the risk of unanticipated delays in implementation and cost overruns.

We have made and intend to continue making investments to expand the capacity of our existing Cement Plants, RMX Plants and mines, and establishing additional grinding units. We are in the process of implementing clinker debottlenecking at some of our integrated cement units as well as capacity expansion at our cement grinding units at Jojobera Cement Plant and Bhabua Cement Plant. For further information, see "***Business - Our Strategies***" and "***Business - Proposed Expansion Plans***" on pages 165 and 170, respectively. Our expansion plans remain subject to potential problems and uncertainties that construction projects typically face. Problems that could adversely affect our expansion plans include delays in obtaining regulatory approvals, macro-economic reasons, major accidents or mishaps, cost overruns, labour shortages, increased costs of equipment or manpower, delays in procurement of equipment and machinery, inadequate performance of equipment and machinery, defects in design or construction and the possibility of unanticipated future regulatory restrictions. As we operate cement plants and RMX plants, we are, in the ordinary course of business, subject to delays in implementation and cost overruns in capacity expansion plans such as delay in obtaining regulatory approvals, labour shortages, increased costs of equipment or manpower, delays in procurement of equipment and machinery, inadequate performance of equipment and machinery. Significant delays that are unanticipated and therefore, not accounted for in the ordinary course of business, could have a material impact on the operations and performance of the Company as well as the overall growth strategy linked to the capacity expansion. While there have not been any instances in

the past of any unanticipated delays in implementation or cost overruns which had materially impacted capacity expansion of the plants, there can be no assurance that the proposed capacity expansions and additions will be completed as scheduled. In addition, capacity expansion plans may result in our capacity utilisation rates not increasing at the desired rate. If our actual capital expenditures significantly exceed our budgets, due to delays and other various factors beyond our control, we may not be able to achieve the intended economic benefits of these projects, which in turn may materially and adversely affect our financial condition, results of operations and prospects.

14. We rely on the demand for cement from various sectors such as infrastructure, housing and commercial real estate. Any downturn in the major cement consuming sectors or the building industry could have an adverse impact on our business, growth and results of operations.

The cement demand in India is expected to grow at a CAGR of 6% to 7% from Fiscal 2021 to Fiscal 2026 (Source: CRISIL Report). CRISIL Research expects this demand to be driven by infrastructure investments and revival in housing demand (*Source: CRISIL Report*). Accordingly, cement manufacturing companies, including us, are heavily reliant on demand from the cement- and concrete-consuming sectors such as infrastructure, housing and commercial real estate. These sectors are, in turn, affected by macro-economic factors and the general Indian economy. In addition, activities in the infrastructure, housing and commercial real estate sectors are influenced by and sensitive to a number of factors including mortgage availability, cost of financing, unemployment levels, residential vacancy and foreclosure rates, among others.

Demand for cement, RMX and our modern building materials is principally dependent on sustained infrastructure development in the regions in which we operate. While cement and concrete consuming sectors such as infrastructure, housing and commercial real estate are expected to drive the demand for cement and concrete, there can be no assurance that these expectations will be met. Further, there can be no assurance that the Government of India or the state governments will continue to place emphasis on infrastructure projects. In the event of any overall economic slowdown, adverse change in budgetary allocations for infrastructure development, or a downturn in available work in the infrastructure sector, or any change in government policies or priorities, our business prospects and our financial performance may be adversely affected as a significant portion of our business is dependent on public infrastructure spending. Accordingly, a slowdown, downturn or reduction of capital investment in the cement consuming sectors and the building industry including infrastructure, housing and commercial real estate or a failure of these sectors to recover from such downturn, could have adverse impact on demand for our cement, RMX and modern building materials and, consequently, on our business, growth and results from operations.

15. We operate in a highly competitive business environment and any failure to effectively compete could have a material adverse effect on us.

We operate and sell our products in highly competitive markets and competition occurs principally on the basis of price, quality, brand name and technology adoption such as energy efficient technologies, cooling technologies, and waste utilisation technologies. As a result, to remain competitive in our markets, we must continuously strive to manufacture cement and RMX more efficiently by optimising our costs of production, transportation and distribution on an ongoing basis, and improving our operating efficiencies. We face competition from domestic cement companies which operate in the Indian market, including UltraTech Cement Limited, Shree Cement Limited, Birla Corporation Limited, Dalmia Bharat Cement Limited, Ambuja Cement Limited and other regional players like Wonder. Our top five competitors determined by us on the basis of revenue from operations and the major regions in which we operate our business and their respective revenue from operations, on a consolidated basis, for the relevant periods, are as follows (source: audited financial results of the companies as of the relevant period):

- UltraTech Cement Limited (March 31, 2021): ₹ 47,258.00 million
- Ambuja Cement Limited (December 31, 2020): ₹ 245,161.70 million
- Shree Cement Limited (March 31, 2021): ₹ 134,763.30 million
- Dalmia Bharat Cement Limited (March 31, 2021): ₹ 105,220.00 million
- Birla Corporation Limited (March 31, 2021): ₹ 67,854.50 million

Our competitors include companies that have established their presence in specific regions as part of their strategy. These competitors may limit our opportunity to increase our market share and may compete with us on pricing of products. Similarly, consolidation in the Indian cement industry and an increase in the number of larger competitors may also adversely affect our results of operations. According to CRISIL Research, the sector has witnessed consolidation with large cement companies taking over regional heavyweights, and struggling companies being taken over through competitive bidding under the Insolvency and Bankruptcy Code, 2016. As cement manufacturers consolidate and become larger, and as they gain greater access to debt and equity financing, we expect that we will face greater competition, which may lead to lower margins and adversely affect our results of operations. Smaller, regional and local manufacturers may try to gain market share by discounting their prices, putting pressure on us and other leading cement companies to lower prices as well, so as to maintain their respective market shares.

Some of our competitors may have larger business operations, may be diversified with operations across India, may have greater financial resources than we do, may have access to a cheaper cost of capital and may be able to produce cement more efficiently or to invest larger amounts of capital into their businesses. Our business could be adversely affected if we are unable to compete with our competitors and sell cement at competitive prices. For example, if any of our competitors develop more efficient manufacturing facilities or grinding units, enabling them to produce cement and clinker at a significantly lower cost and sell at lower prices than us, we may be required to lower the prices of our products to match the comparable rates in the market and our business and results of operations could therefore be adversely impacted. Our competitors may also introduce new and more competitive products and strengthen their supply chain management, make strategic acquisitions or establish relationships among themselves or with third parties, including dealers/ distributors of our products, thereby increasing their ability to address the needs of our target customers. An inability to effectively compete in terms of pricing, provide competitive products or services or expand into new markets, could have a material negative effect on our business, financial condition and growth prospects.

From time to time, we may evaluate potential acquisitions that would further our strategic objectives. However, we may not be able to identify suitable companies or assets, consummate a transaction on terms that are favorable to us, or achieve expected returns and other benefits as a result of integration challenges or anti-monopoly regulations. Companies or operations acquired or created by us may not be profitable or may not achieve sales levels and profitability that justify the investments made and we may be required to incur or assume debt or additional expenses beyond our forecasts, or assume contingent liabilities, as part of any acquisition. Our strategic acquisition activities may entail financial and operational risks, including diversion of management attention from its existing core businesses, difficulty in integrating or separating personnel and financial and other systems, and negative impacts on existing business relationships with suppliers and customers. Future acquisitions could also result in potentially dilutive issuances of equity securities, the incurrence of debt, contingent liabilities and increased operating expenses, all of which could adversely affect our business, results of operations and financial condition.

16. Most of our Cement Plants and mines are located in the eastern and northern region of India and any adverse development affecting these regions, along with our potential inability to operate and grow our business in these regions may adversely affect our business, financial condition, results of operations, cash flows and future business prospects.

As of the date of this Red Herring Prospectus, a majority of our cement operations are concentrated in the eastern and northern region of India, such as Jojobera (in Jharkhand), Bhabua (in Bihar), Jajpur (in Orissa), Mejia and Panagarh (in West Bengal), Sonadih, Arasmeta and Risda (in Chhattisgarh), Nimbol and Chittorgarh (in Rajasthan) and Bhiwani (in Haryana). We have eight Cement Plants located in East India and three Cement Plants in North India. On a proforma basis, for fiscal year ended March 31, 2021, 81% of our total sales volume were in East India (covering the states such as West Bengal, Chhattisgarh, Jharkhand, Bihar, Odisha and Assam) and 19% of our total sales volume were in North India (covering the states such as Rajasthan, Haryana, Delhi and Punjab).

The manufacture and sale of cement in India is largely regional in nature due to significant transport costs which limit our ability to sell our products in markets that are far from our Cement Plants. Since our Cement Plants are located in the eastern and northern regions of India, our business and results of operations are dependent on the economic growth in these regions. Further, our clinker production units are located in the states of Chhattisgarh and Rajasthan and our entire clinker production takes place in these states. Any materially adverse social, political or economic development, natural calamities, pandemic civil disruptions, or changes in the policies of the state or

local governments in these regions could adversely affect manufacturing activities, and require a modification of our business strategy, or require us to incur significant capital expenditure. Any such adverse development affecting continuing operations at our Cement Plants and mines could result in significant loss due to an inability to meet customer contracts and production schedules, which could materially affect our business reputation within the industry. Additionally, any slowdown in the economy of these regions, and particularly the demand for housing and infrastructure could negatively affect our business and results of operations. The occurrence of, or our inability to effectively respond to, any such events or effectively manage the competition in the region, could have an adverse effect on our business, results of operations, financial condition, cash flows and future business prospects.

17. Our manufacturing activities and mining operations involve dealing with hazardous substances and are subject to risks of operational hazards, which can cause injury to people or property in certain circumstances, the occurrence of which may hamper our reputation, business, financial condition and results of operations.

Our Cement Plants, RMX Plants, mines and railway sidings require individuals to work with heavy machinery and other materials as well as in high temperatures near our kilns and at potentially dangerous heights at our preheaters, grinding mills and storage silos. This work environment has the potential to cause harm, injuries and fatalities when due care is not exercised. Our operations, which include activities undertaken by our third-party contractors, such as assisting in civil, mechanical and electrical related works, also involve significant operational risks. Any accident or injury that occurs in the course of our operations could result in disruptions to our business and have legal and regulatory consequences. Further, we may be required to compensate such individuals or incur other costs and liabilities. The occurrence of such events could adversely affect our reputation, business, prospects, financial condition and results of operations. For instance, we are subject to certain legal proceedings and regulatory actions resulting from accidents and injuries at some of our plants. For further details in relation to these matters, see "***Outstanding Litigation and Material Developments – Litigation involving our Company – Litigtion filed against our Company – Criminal proceedings***" on page 385. Further, there can be no assurance that our insurance policies will provide adequate coverage in the event of a claim.

In addition, our manufacturing and mining operations are also subject to risks and hazards such as inclement weather, fires, floods and explosions, which can disrupt our operations by limiting our ability to extract limestone from the mines and cause injury to people or property in situations when the safety and precautionary measures are breached. Mining operations can also lead to severe environmental consequences including those resulting from tailings and sludge disposal effluent management, disposal of mineralised waste water and rehabilitation of land distributed during mining processes. Risks of emissions or environmental incidents at our mining and manufacturing locations involving public liability or otherwise may result in demand of compensation, the imposition of penalties or closure of our plants. Further, opposition to mining operations has also increased recently due to the perceived negative environmental impact. Any public protests or environment safety concerns, public nuisance or safety hazard in our mining or manufacturing operations could disrupt our operations, cause our operations to slow down, damage our reputation, lead to closure of operations and also affect our ability to obtain necessary licenses to expand existing manufacturing facilities or establish new operations. Any public opposition to existing or planned expansions to our mining operations or manufacturing operations, green field projects, brown field projects or debottlenecking initiatives could adversely affect our ability to obtain necessary licenses to expand existing manufacturing facilities or establish new operations, which could further adversely affect our business and results of operations.

18. Our modern building materials business sources finished products from third parties, and the quality of our modern building materials may be impacted by the quality of the products supplied by third parties.

Our modern building materials business sources finished products from third party suppliers. In the manufacturing process, finished products are materials or parts that have been processed and are ready to be fitted, mixed or processed with other parts to form the final product that is sold to the end-user. We do not have oversight of the manufacturing and quality control processes of our suppliers. While we seek to carry out our own quality control of these products when they are delivered, there is no guarantee that we will be able to successfully detect any faults or issues, especially if these are latent or not obvious upon a physical examination.

Use of any defective or low-quality finished products in our production process may adversely affect the safety, function, durability and strength of our modern building material products. This can result in product contaminations and defects, producing consumer complaints and negative publicity. An inability to maintain the established standards of our business could negatively impact customers' perceptions of our offerings as they may

find the quality of our modern building material products to be inconsistent and hence, unreliable. The sales and performance of our modern building material products could suffer as a result.

19. A majority of our total cement sales are to the trade segment, customers in the trade segment are typically individual home owners who are particularly exposed to local economic slowdowns and other factors which may result in a reduction of our cement sales, which would have a material adverse effect on our business, results of operations and financial condition.

Our cement products are sold to the trade segment (which is mainly to individual home buyers through our distribution network) and the non-trade segment (which is mainly direct sales to institutional and bulk buyers). For Fiscal 2021, based on the Proforma Financial Statements, our sales from the trade segment of the market constituted 73% (East India - 76%, North India - 56%, Central India - 79%) of total cement sales volume, whilst sales from the non-trade segment constituted 27% (East India - 24%, North India - 44% and Central India - 21%) of total cement sales volume. Sales to the trade segment are predominantly sales to individual home owners. These customers may be particularly exposed to downturns in economic conditions as well as other factors affecting the regions in which they are located. This segment is also particularly price sensitive and our ability to compete effectively is dependent on our products being priced competitively while offering unique features that meet the customers' requirements and budget. In the event we are unable to meet such requirements in the future, it may result in decrease in orders or cessation of business from the trade segment. Further, the deterioration of the financial condition or business prospects of these customers could reduce their requirement for our products and could result in a significant decline in the revenues we derive from such customers.

In the non-trade segment, though we have had repeat orders from customers and have developed long-term relationships with certain customers, we do not typically enter into long-term contracts with our customers. In the absence of long-term contracts, there can be no assurance that our existing customers will continue to purchase our products that may have a material adverse effect on our business, results of operations and financial condition. We are also exposed to risks of lower sales volume or lower price realisation on such volumes depending on prevailing market conditions, as a result of such short-term arrangements. Our relationship with our customers is therefore dependent to a large extent on our ability to regularly meet customer requirements, including price competitiveness, efficient and timely product deliveries, and consistent product quality. In the non-trade segment, given that we service institutional clients who are generally involved in large long-term construction projects, our revenue is vulnerable to fluctuations in the financial condition of our customers. For example, in our RMX business, if the entity implementing the project or the project owner encounters financial difficulties, we may face delayed recoveries. Further, if the entity becomes insolvent, the new management that takes over may seek to renegotiate the terms of supply in their favor or terminate the existing contractual relationship. This can adversely affect our business, financial condition and result of operations.

20. We may be adversely affected by increases in, or structural changes to, the royalties payable by us or onerous conditions under mining lease agreement or central or state government actions.

Our limestone mining operations are subject to the provisions of the MMDR Act and the rules issued thereunder, including, but not limited to the Minerals (Other than Atomic and Hydro Carbons Energy Minerals) Concession Rules, 2016 and the Mineral (Auction) Rules, 2015. Under these regulations, our mining rights are subject to compliance with certain terms and conditions set out by the relevant state or Central Government, which includes payment of certain royalties and other cess for the extraction of limestone. The Government of India is not only empowered under these legislations to review and revise royalty payments for a particular mineral but is also empowered to introduce new levies or demand additional royalties. In the event the royalty rates for limestone mining increase or additional levies are introduced, the cost of production will also increase to that extent. For instance, through an amendment to the MMDR Act in the year 2015 and the issuance of the Mines and Minerals (Contribution to District Mineral Foundation) Rules, 2015, the Government of India established the District Mineral Foundation and required a percentage contribution of royalty in respect of mining lease agreements to be contributed towards it, which is either 10% or 30% of royalty depending upon whether the mining lease agreement was granted after, on, or prior to January 12, 2015.

For Fiscals 2021, 2020 and 2019, our royalty expenses were ₹ 1,524.85 million, ₹ 1,131.25 million and ₹ 1,123.86 million, respectively, which represented 2.04%, 1.76% and 1.59%, respectively, of our total expenses in the same periods. To the extent there are significant increases in royalties payable, there can be no assurance that we will be able to pass such cost increases on to our customers, which may result in increased operating costs and lower profitability.

21. Non-compliance with and changes in any laws relating to environment, health and sustainability, including health, safety, labour, environmental or forest conservation laws and other similar regulations, may adversely affect our business, results of operations and financial condition or otherwise lead to criminal prosecutions.

Our operations generate pollutants and waste, some of which may be hazardous. We are therefore subject to a broad range of laws and government regulations, including in relation to safety, health, labour, and environmental protection. These safety, health, labour, and environmental protection laws and regulations impose controls on air and water release or discharge, noise levels, storage handling, the management, use, generation, treatment, processing, handling, storage, transport or disposal of hazardous materials, including the management of certain hazardous waste used as a fuel substitute at our cement kiln, and exposure of our employees to hazardous substances and other aspects of our manufacturing operations. For instance, there is a limit on the amount of pollutant discharge that our Cement Plants, RMX Plants and mines may release into the air and water. Further, mandatory emission norms require the installation of a flue gas desulphurization ("**FGD**") system / limestone feeding system by all power plants, including our thermal plant. The construction of the system will require outlay of capital expenditure by us and we may be subject to penalties if we are unable to install it within the prescribed time period. While there is currently no specific time period prescribed under applicable law for installing the system, however we may be required to install such system within a specified time in the future in the event any time period for installation is prescribed under applicable law. In Fiscal 2017, the Company incurred capital expenditure for implementing limestone feeding systems for the captive power plants of approximately ₹ 6.00 million and approximately ₹ 77.85 million at the Risda Cement Plant and the Nimbol Cement Plant, respectively. There is an additional dedicated limestone dust generation system for the captive power plant at the Nimbol Cement Plant, while the existing raw mill system is being used at the Risda Cement Plant. We may also be subject to penalties for the use, storage or recycling of hazardous substances or hazardous wastes.

Over time, environmental laws and regulations in India have become and continue to become more stringent. The scope and extent of new environmental regulations, including their effect on our operations, cannot be predicted with any certainty. In case of any change in environmental or pollution regulations, we may be required to invest in, among other things, environmental monitoring, pollution control equipment, and emissions management and other expenditure to comply with environmental standards. For example, the EIA Notification 2006 requires us to reapply for the environmental clearances that we obtained prior to 2006. On account of this requirement, we have reapplied for the environmental clearances for some of our plants. There is no assurance that these applications will not be rejected. Any failure on our part to comply with any existing or future regulations applicable to us may result in legal proceedings, including public interest litigation, being commenced against us, third party claims or the imposition of regulatory fines. Further, any violation of environmental laws and regulations may result in fines, criminal prosecution, revocation of operating permits, or shutdown of our Cement Plants, RMX Plants and mines. For instance, certain state pollution control boards have, from time to time, issued show cause notices and closure notices to various plants belonging to us in relation to alleged defects and deficiencies concerning compliance with terms of consents to operate, environmental clearances granted to certain plants belonging to us and various other environmental guidelines and laws which eventually led to closure of a few of our RMX Plants. For details, see "***Outstanding Litigation and Material Development – Litigation involing our Company – Litigation filed against our Company – Actions by regulatory and statutory authorities***" on page 387. While there have been no material violations in the past, independent safety audits carried out at our Cement Plants, RMX Plants and mines have previously identified certain areas for improvement including widening access for emergency vehicles, proper storage of flammable raw materials, and upgrading infrastructure and occupational health centre facilities. Failure to implement these recommendations may render us susceptible to fines and penalties or closure of operations. Further, all thermal power generators (including our captive thermal power generators) are required to procure a certain percentage of renewable power. It is possible that the renewable power procurement percentage may increase in the future, as a result of which we may be required to purchase renewable power certifications or rely on renewable power by scaling down thermal power generation.

Furthermore, due to changes in circumstances, the authorities may perceive that it is no longer safe or desirable for us to continue our mining and manufacturing operations in certain areas. This can result in the authorities cancelling our operational permits and licenses or rejecting our applications for permissions in such areas. For example, certain areas where our mining or manufacturing facilities are located may be declared a "no-go" zone under statutes such as the Wildlife Protection Act or pursuant to the directions of courts or tribunals. This may cause the cessation of our operations and disrupt our business continuity in such areas. For instance, some areas in Rajasthan as well as other states in India are facing acute groundwater depletion and are considered as dark zones. The Central Ground Water Authority of India has, in the past, notified certain areas in the country for the

purpose of regulation of ground water development, wherein exploitation of ground water for any use other than drinking & domestic purposes is not permitted. While this does not presently affect our operations in Rajasthan and other states in India, in the future, if the situation worsens, the Central Ground Water Authority of India may notify such areas of our operations prohibiting use of ground water and may declare the cessation of our business operations in Rajasthan and in other states in India.

As a consequence of unanticipated regulatory or other developments, future environmental and regulatory related expenditures may vary substantially from those currently anticipated. We cannot assure you that our costs of complying with current and future environmental laws and other regulations will not adversely affect our business, results of operations or financial condition. In addition, we could incur substantial costs, our products could be restricted from entering certain markets, and we could face other sanctions, if we were to violate or become liable under environmental laws or if our products become non-compliant with applicable regulations. Our potential exposure includes fines and civil or criminal action or prosecution, third-party property damage or personal injury claims and clean-up costs. The amount and timing of costs under environmental laws are difficult to predict.

We are also subject to the laws and regulations governing employees in such areas as minimum wage and maximum working hours, overtime, working conditions, hiring and termination of employees, contract labour and work permits. There is a risk that we may fail to comply with such regulations, which could lead to enforced shutdowns and other sanctions imposed by the relevant authorities, as well as the withholding or delay in receipt of regulatory approvals for our new products. We have also been identified in labour proceedings filed before industrial and labour tribunals and high courts, in relation to, among others, alleged: (i) deprivation of benefits, (ii) failure to pay compensation, and (iii) inappropriate termination from services. These matters are currently pending before the respective tribunals and high courts. For details, see "***Outstanding Litigation and Material Developments – Litigation involving our Company – Litigation filed against our Company – Material civil proceedings***" on page 396. We cannot assure you that we will not be involved in future litigation or other proceedings, or be held liable in any litigation or proceedings including in relation to safety, health and environmental matters, the costs of which may be significant.

22. Our Company was incorporated in the year 1999 and we are unable to trace some of our historical records and other secretarial records.

We are unable to trace certain documents with respect to allotment of Equity Shares to shareholders in the past and certain payment acknowledgment with respect to secretarial forms filed with the regulatory authority. For instance, we have been unable to trace the Form FC/FC-GPR, foreign inward remittance certificate, the corresponding valuation certificate, the RBI acknowledgement, and copies of our Board and Shareholder resolutions in respect of the allotment of Equity Shares to certain foreign investors on November 29, 1999.

Further, with respect to certain other allotments of Equity Shares to certain foreign investors on January 13, 2001, January 16, 2001, February 25, 2008 and July 15, 2013, while we have received and maintained a copy of the RBI acknowledgment for the requisite RBI forms filings, we are unable to trace the Forms FC-GPR and the corresponding valuation certificate and foreign inward remittance certificate.

We do not have payment acknowledgements for the filings made with the RoC with respect to certain allotment or cancellation of Equity shares between the years 2008 to 2013. For instance, we are not in possession of the payment acknowledgements for the filing of Form 2 in relation to return of allotment of Equity Shares made on February 25, 2008 and July 15, 2013, Form 4C with respect to buy-back of Equity Shares on March 22, 2011 and Form 23 for reduction in share capital on February 15, 2008. See "***Capital Structure - Share Capital History of our Company***" on page 91. While we have undertaken a search of records at our offices and the RoC through third parties, we are unable to locate such acknowledgement copies. Accordingly, reliance has been placed on the report of the third party independent source and confirmations provided by us in respect of the missing acknowledgements and appropriate disclosures have been made in this Red Herring Prospectus pursuant to the due diligence of the other relevant corporate records available with us to ascertain the information sought from the missing acknowledgements. However, owing to the absence of such records, we cannot assure that we will not be subject to risks arising from the unavailability of such corporate records. While no legal proceedings or regulatory actions have been initiated or are pending against us in relation to these missing secretarial records and documents, we cannot assure you that such legal proceedings or regulatory actions will not be initiated against us in the future or that we would not be subject to relevant penalties imposed by regulatory authorities.

23. We are entitled to certain incentives and subsidies pursuant to several state government schemes and any change in these incentives and subsidies applicable to us or a delay in disbursement of benefits under such schemes may affect our financial condition, profitability and cash flow.

In Fiscals 2021, 2020 and 2019, we availed incentives and subsidies amounting to ₹ 771.06 million, ₹ 474.59 million and ₹ 812.84 million, respectively. This does not include power subsidies, which are adjusted against our monthly power bills. We are eligible to avail these incentives pursuant to several state government schemes. Pursuant to these schemes, we receive incentives in the form of state indirect tax refunds, subject to certain thresholds. These incentives are available to us for periods as stated in the respective schemes. The incentives under such industrial schemes are available to us for a fixed period subject to compliance with various terms and conditions and such incentives are not subject to renewal. For instance, we were eligible to receive certain incentives pursuant to the West Bengal Incentive Scheme, 2004 ("**2004 Scheme**"), the West Bengal State Support for Industries Scheme, 2013 ("**2013 Scheme**"), Odisha Industrial Policy Resolution-2015 ("**2015 Scheme**"), Bihar Industrial Incentive Policy-2011 ("**2011 Scheme**"). Pursuant to 2004 Scheme, the incentives for special projects are available to us for a period of twelve years from March 2009 for 75% of the value added taxes as industrial promotion assistance apart from other benefits. Pursuant to the 2013 Scheme, we have sought final eligibility certificate for incentives in the form of "tax holidays" for sales made within West Bengal at the rate of 80% of the value added tax and sales tax (currently known as state goods and services tax) paid in the previous year, for a period of 15 years apart from other benefits, from the date of commencement of commercial production. Pursuant to 2011 Scheme, we receive incentives in the form of state tax refunds for sales made within Bihar at the rate of 80% of the value added taxes paid in the previous year, subject to a certain threshold. These incentives are available to us for a period of 10 years from July 2012. The incentives under the aforesaid schemes is being currently accrued in our financials. Additionally, we are also eligible to receive certain incentives pursuant to the2015 Scheme. Pursuant to this Scheme, we receive incentives in the form of state tax refunds for sales made within Odisha at the rate of 100% of the value added tax (currently known as state goods and services tax) paid in the previous year, subject to a certain threshold for a period of 10 years from December 2018. There can be no assurance that we will either be eligible to receive or continue to enjoy these benefits, as the case may be, in the future or will be able to obtain timely disbursement of such benefits. State governments may unilaterally terminate incentives or amend such schemes with retrospective effect cancelling the incentives available under such schemes. Further, state governments may also delay in the disbursement of incentives and benefits under such schemes. We are presently involved in legal proceedings: (i) challenging the order passed by state government rejecting our eligibility to claim disbursement of further outstanding incentives under the 2004 Scheme in the form of Industrial Promotional Assistance due under the 2004 Scheme to the Mejia Cement Plant, and (ii) against change in policy retrospectively to deny the eligibility certificate for exemption from state good and services tax (SGST). In addition, the issuance of eligibility certificate is also pending under the 2013 Scheme for the Subsidiary. For further details, see "***Outstanding Litigation and Material Developments – Litigation involving our Company – Litigation filed by our Company – Material civil litigation***" on page 401. Any incentives accrued and not received based on final outcome of the litigation may have to be reversed which could adversely impact our financial position.

Also, any change in the regime of the state governments may impact the continuance of these schemes or other government lead initiatives. If such incentives expire, are terminated, or if the relevant authorities do not renew these schemes, or if there are any substantial delays in disbursements under such schemes, our financial condition and cash flow could be adversely affected.

24. Prolonged stoppage of operations, including due to breakdown of machinery at our integrated manufacturing facilities, blending units or grinding units, adverse weather conditions or industrial accidents may have a material adverse effect on our business, financial condition and results of operations. In addition, our inability to continue to obtain equipment and ancillary services from our key suppliers could affect our business and results of operations.

Our Cement Plants, RMX Plants and mines are subject to various operating risks, such as the breakdown or failure of equipment, disruptions in power supply, performance below expected levels of output or efficiency, obsolescence, labour disputes, strikes and lock-outs, natural disasters, industrial accidents and the need to comply with the directives of relevant government authorities. Additionally, we may be required to carry out planned shutdowns of our plants for maintenance, statutory inspections and testing, capacity expansion and equipment upgrades. The occurrence of any of these events and particularly, any significant malfunction or breakdown of

our machinery, could significantly affect our operating results. Long periods of business disruption could also result in a loss of customers.

Our inability to effectively respond to adverse events and rectify any disruption, in a timely manner and at an acceptable cost, could lead to the slowdown or shut-down of our operations or the under-utilisation of our Cement Plants, RMX Plants and mines, which in turn may have an adverse effect on our business, results of operations and financial condition. Some of the integrated manufacturing facilities or grinding units face a higher risk of disruption while the breakdown of operations at others can be disproportionately serious to the production chain of our products. For example, any disruption in the production at our Jojobera Cement Plant, Sonadih Cement Plant or Risda Cement Plant will result in our supply to East India being materially impacted. Further, our Arasmeta Cement Plant has been in operation since 1982 which may result in break downs and disruption due to the significant age of this plant. Our Arasmeta Cement Plant was non-operational for a few days in August 2020 due to heavy rainfall and flooding of certain areas within the plant premises. Further, the captive power plant at our Sonadih Cement Plant was non-operational for a few months from July 2020 due to a boiler failure in the plant. Any prolonged shutdown of these or other units will significantly impact our operations.

In addition, we depend on third-party suppliers, vendors and other partners to provide the necessary equipment and services that we will need for our continuing operations. We cannot assure you that we will be able to continue to obtain equipment on commercially acceptable terms, or at all, or that our suppliers, vendors and partners will continue to enter into or honor the contracts for their services. Our inability to continue to obtain equipment and enter into contracts with our vendors in a timely manner, or at all, could adversely affect our business and results of operations.

25. We depend on a select number of suppliers for the supply of raw materials and coal and pet coke. The loss of one or more such suppliers could adversely affect our business, results of operations, financial condition and cash flows.

We currently rely on a selected number of suppliers to provide part of the required quantities of certain raw materials, including gypsum, fly ash and slag, and coal and pet coke. Set forth below are the details of our top five suppliers on proforma basis for Fiscal 2021:

Supplier	Purchases (in ₹ million)	Percentage of total expenditure (%)	Nature of supplies
Supplier 1	2,252.60	3.01%	Coal linkage
Supplier 2	1,552.98	2.07%	Pet coke indigenous, high speed diesel and furnace oil
Supplier 3	1,396.44	1.87%	Slag
Supplier 4	630.64	0.84%	Coal imported
Supplier 5	537.31	0.72%	Coal
Total	**6,369.97**	**8.51%**	**-**
Total expenditure (in ₹ million)	**-**	**74,861.55**	**-**

We have a long-term contract for the supply of slag, a long-term agreement for coal and long-term contracts for the supply of fly ash. These long-term agreements meet a part of our supply requirements. Apart from those contracts, we do not have other long-term agreements with suppliers, and the loss of one or more of our significant suppliers or a reduction in the amount of raw materials we obtain from them could have an adverse effect on our business, results of operations, financial condition and cash flows. Our reliance on a select group of suppliers may also constrain our ability to negotiate our arrangements, which may have an impact on our profit margins and financial performance. Our suppliers could fail to meet their obligations, breach their existing obligations or unilaterally terminate the supply agreements, which may have an adverse impact on our business and results of operations. The deterioration of the financial condition or business prospects of these suppliers could reduce their ability to meet our requirements and accordingly result in a significant decrease in our revenues. Further, there can be no assurance that strong demand, capacity limitations or other problems experienced by our suppliers will not result in occasional shortages or delays in their supply of raw materials, coal and pet coke. If we experience a significant or prolonged shortage of raw materials, coal or pet coke from any of our suppliers, and we cannot procure the raw materials or coal or pet coke from other sources, we will be unable to meet our production schedules and customer orders in a timely manner, which will adversely affect our sales and customer relations. In the absence of long-term supply contracts, there can be no assurance that a particular supplier will continue to

supply our products in the future. Any change in the supplying pattern of our raw materials, coal and pet coke can adversely affect our business and profits.

26. The occurrence of natural or man-made disasters could adversely affect our results of operations, cash flows and financial condition. Hostilities, terrorist attacks, civil unrest, other acts of violence and the outbreak of communicable diseases could adversely affect the financial markets and our business.

The occurrence of natural disasters, including cyclones, storms, floods, earthquakes, tsunamis, tornadoes, fires, explosions, pandemic disease and man-made disasters, including acts of terrorism and military actions and other events such as protests, riots and labour unrest, could adversely affect our results of operations, cash flows or financial condition. For instance, our Arasmeta Cement Plant was non-operational for a few days in August 2020 due to heavy rainfall and flooding of certain areas within the plant premises. Terrorist attacks and other acts of violence or war may adversely affect the Indian securities markets. In addition, any deterioration in international relations, especially between India and its neighboring countries, may result in investor concern regarding regional stability which could adversely affect the price of the Equity Shares. In addition, India has witnessed local civil disturbances in recent years, and it is possible that future civil unrest as well as other adverse social, economic or political events in India could have an adverse effect on our business. Such incidents could also create a greater perception that investment in Indian companies involves a higher degree of risk and could have an adverse effect on our business and the market price of the Equity Shares.

27. We are required to obtain, renew or maintain statutory and regulatory permits, licenses and approvals to operate our business and our Cement Plants, RMX Plants and mines, and any delay or inability in obtaining, renewing or maintaining or failing to comply with the terms and conditions of such permits, licenses and approvals could result in an adverse effect on our results of operations.

For our cement and RMX manufacturing and mining operations, we require numerous statutory and regulatory permits, licenses and approvals. For instance, prior to commencement of the construction, for the expansion or enhancement of capacity or for undertaking the operations of our Cement Plants and mines, we are required to obtain environmental clearances for establishment of our Cement Plants and mines from the MoEF and consent order for establishment or for the operation and authorisations to handle hazardous wastes from the respective state pollution control boards, as applicable. Further, we are also required to obtain no-objection certificates for drawing ground water from the Central Ground Water Board, Ministry of Water Resources to meet the water requirements of our manufacturing units. While the environmental clearances and consents to establish are usually required to be obtained only once, the consent orders to operate granted by the relevant state pollution control boards are required to be renewed from time to time.

The EIA Notification 2006 requires us to reapply for the environmental clearances obtained prior to 2006. On account of this requirement, we have reapplied for the environmental clearances for some of our plants. The possibility of rejection of such application for the grant of revised EC by the concerned authorities cannot be ruled out. In the event we are unable to obtain or renew environment related licenses and approvals, it may result in the interruption of a part or all of our operations or action or imposition of penalties by the relevant authorities and have a material adverse effect on our business, financial condition, reputation and results of operations.

In addition, we are also required to maintain approvals including but not limited to, license to operate a factory for our Cement Plants and RMX Plants, license to procure, import and store petroleum products petroleum for our Cement Plants, certificate on grade of cement manufactured in our Cement Plants, license for possession for use of explosives in our mines, license for road van used for the carriage of explosives to be used in our mines, permission for deployment of heavy machinery for digging and excavation of limestone in our mines and certificates of use for boilers at our manufacturing plants. For details, see "***Government and Other Approvals***" beginning on page 412. Failure to maintain such material approvals and licenses would have adverse impact on production of cement at our manufacturing facilities, excavation of key raw materials (such as limestone) and our business, financial condition, reputation and results of operations.

Our licenses, permits and approvals impose certain terms and conditions that require us to incur costs, limit the maximum quantity that can be manufactured and govern the manner of effluent discharge. Failure to comply with the terms and conditions under our licenses, permits and approvals may result in the authorities taking action against us. We are presently subject to ongoing disputes with various regulatory authorities with respect to, among others, applications made by us for grant of licenses and approvals and the compliance of terms and conditions of licenses and approvals granted to us, violation of certain provisions of the Factories Act, 1948, certain terms and

conditions of the consent to operate or establish and certain provisions of the Water Act and the Air Act. For further information on the actions taken by the relevant authorities in relation to the non-compliances of licenses and approvals against the Company, its promoters and its directors, as applicable and the monetary penalties, if any, see "***Outstanding Litigation and Material Developments – Litigation involving our Company – Litigation filed against our Company – Actions by regulatory and statutory authorities***" on page 387.

Further, in respect of the cement manufactured by us, we are typically required to seek a license under the BIS Act and the BIS Regulations to use or apply the standard mark and adhere to the quality requirements and conditions of the license as set out in the BIS Act and the BIS Regulations and which needs to be renewed periodically. The Central Marks Department - III issued guidelines dated August 28, 2020 ("**Guidelines**") to curb the various objective and subjective claims made by the manufacturers on cement bags/ packages and in advertisements, which are not prescribed or verifiable or backed by any relevant Indian Standard and are likely to mislead the consumers regarding the quality of the product. For further details of laws applicable to our Company and approvals relating to our business and operations, see "***Key Regulations and Policies in India***" on page 200. We may also be required to change certain of our branding and marketing strategy to comply with these guidelines. We have received a notice from a private party, regarding a complaint filed with the Central Marks Department in the BIS, alleging, among others, that we are making misleading claims on cement bags, packages and advertisements. Any adverse finding by the BIS may result in actions including suspension or revocation of the license to use or apply the standard mark and other penal actions.

Some of our licenses and approvals expire from time to time in the ordinary course of business and there can be no assurance that we will be able to apply and obtain such approvals, licenses or renewals in a timely manner or that the approvals, licenses, permits and registrations may not be revoked in the event of any non-compliance with any terms or conditions imposed thereof. An inability to renew, maintain or obtain any required permits, licenses or approvals may result in the interruption of a part or all our operations and have a material adverse effect on our business, financial condition and results of operations. Certain licenses and approvals have been granted to our Company in its erstwhile names and we have made applications and/ or are in the process of making applications to the relevant authorities to reflect the current name of our Company. There can be no assurance that such change to the licenses and approvals to reflect the current name of our Company will be rectified in all such licenses and approvals obtained by our Company as of the date of this Red Herring Prospectus.

Further, we operate certain RMX Plants which are owned and have been set up by third parties and such third parties are required to obtain, renew and maintain statutory and regulatory permits, licenses and approvals to operate these RMX plants. We have no control over such third parties and any inability of such third parties to renew, maintain or obtain the required permits, licenses or approvals or perform their payment obligations to governmental authorities, may result in the interruption of a part or all our operations and have a material adverse effect on our business, financial condition and results of operations.

28. An inability to protect, strengthen and enhance our existing brands, and successfully launch and market new brands, could adversely affect our business prospects and financial performance.

Our business reputation and the brands under which we sell products include "Duraguard", "Duraguard-MF", "Double Bull", "Concreto" and "PSC" (for our cement business) and "Instamix" and "Artiste" (for our RMX business), "Zero M Poly Rich Wall Putty" and "Zero M Integrated Water Proofing Compound" (for our modern building materials business), are critical to the success of our business as they serve in attracting customers to our products in preference to those of our competitors. However, various factors, some of which are beyond our control, are critical for maintaining and enhancing our brand, which may negatively affect our brand if not properly managed. These include our ability to, effectively manage the quality of our products and address customer grievances, increase brand awareness among existing and potential customers, adopt new technologies or adapt our systems to user requirements or emerging industry standards, and protect the intellectual property related to our brands. Also, see "***- We may be unable to adequately protect our intellectual property and may be subject to risks of infringement claims***." on page 62.

Our brands could also be harmed if our services fail to meet the expectation of our customers, if we fail to maintain our established standards or if we become the subject of any negative media coverage. Any allegations of product defects even when false or unfounded, could tarnish the image of our brands and may cause our customers to choose other products. Consequently, product contaminations and defects, consumer complaints or negative publicity or media reports involving us, or any of our products could harm our brand and reputation and may dilute the impact of our branding and marketing initiatives and adversely affect our business and prospects. In

addition, in Fiscals 2021, 2020 and 2019, we launched new and innovative brands such as "Duraguard Xtra", "Concreto Green", "Duraguard Silver", "InstaMix Microne", "Duraguard RapidX", "Zero M Speedex", "Zero M Poly Rich Wall Putty", "Artiste", "Concreto Permadure" and "Concreto Ecodure". There can be no assurance that these brands will gain market acceptance or meet the requirements of our customers seeking premium products. The success of our new brands depends on our ability to effectively execute marketing initiatives to deepen the presence of our brands and differentiate ourselves from competition. Our marketing and business promotion efforts may be costly and may fail to effectively enhance our brand or generate additional revenues. Our failure to develop, maintain and enhance our brand may result in decreased revenue and loss of customers, and in turn adversely affect our business, financial condition and results of operations.

29. Our business is subject to seasonal variations and cyclicality that could result in fluctuations in our results of operations.

The Indian cement industry is cyclical and seasonal in nature. In recent years, cement prices and profitability of cement manufacturers have fluctuated significantly in India, determined by overall supply and demand. A number of factors influence supply and demand for cement, including production overcapacity, general economic conditions, in particular activity levels in certain key sectors such as housing and construction, our competitors' actions and local, state and central government policies, which in turn affect the prices and margins that we and other Indian cement manufacturers can realise. Excess production capacity in the market has been one of the major factors impacting the Indian cement market. Such excess capacity in cement production has in the past had a direct impact on the price at which we can sell our cement and the margins that we realise. The long lead time required to add or expand capacity in the cement industry has also led to supply/demand imbalances. The long lead time makes it more difficult for Indian cement companies to time the commencement of new facilities at a time when demand out-balances supply. To the extent it does, our business and results of operations may be materially and adversely impacted.

Our business is subject to seasonal variations on account of lower demand for building materials, including cement, during the monsoon season. Consequently, our revenues recorded during the months of June to September could be relatively lower compared to other periods. During the monsoon season, construction activity is curtailed and we may continue to incur operating expenses, but our revenue from the sale of our products may be delayed or reduced. We utilise this period of subdued demand to plan the annual shutdown and maintenance of our manufacturing units in order to improve efficiency during peak periods. However, as a result of such fluctuations, our sales and results of operations may vary by fiscal quarter, and the sales and results of operations of any given fiscal quarter may not be relied upon as indicators of the sales or results of operations of other fiscal quarters or of our future performance. The table below shows our Company's standalone cement sales volume for each quarter of Fiscal 2020 and Fiscal 2019, which shows the variance in sales volume:

Period	Fiscal 2019	Fiscal 2020
	Sales volume (in MMT)	
Three months ended June 30	3.17	3.06
Three months ended September 30	2.76	2.79
Three months ended December 31	2.93	3.16
Three months ended March 31	3.68	3.23

The level of construction activity in local and national markets is inherently cyclical, being influenced by a wide variety of factors including global and national economic circumstances, governments' ability to fund infrastructure projects, consumer sentiment and other factors beyond our control. As a result, any adverse developments in such industries could adversely affect our business and results of operations.

30. Our business and activities are regulated by the Competition Act, 2002, which may restrain our flexibility in pricing our products.

The Competition Act, 2002, as amended ("**Competition Act**") regulates, among others, practices having an appreciable adverse effect on competition ("**AAEC**") in the relevant market in India. Under the Competition Act, any formal or informal arrangement, understanding or action in concert, which causes or is likely to cause an AAEC is considered void and results in imposition of substantial penalties. Further, any agreement among competitors which directly or indirectly involves determination of purchase or sale prices, limits or controls production, shares the market by way of allocation of geographical area or number of customers in the relevant market or directly or indirectly results in bid-rigging or collusive bidding is presumed to have an AAEC in the relevant market in India and is considered void and attracts substantial penalties. The Competition Act also

prohibits abuse of a dominant position by any enterprise. On March 4, 2011, the Government of India brought into force the provisions for regulation of combinations ("**Merger Control**") provisions under the Competition Act with effect from June 1, 2011. These provisions require acquisitions of shares, voting rights, assets or control or mergers or amalgamations that cross the prescribed value of asset and turnover based thresholds to be mandatorily notified to and pre-approved by the Competition Commission of India ("**CCI**").

On May 11, 2011, the CCI issued the Competition Commission of India (Procedure in regard to the transaction of business relating to combinations) Regulations, 2011, as amended, which sets out the mechanism for implementation of the Merger Control regime in India. The Competition Act aims to, among others, prohibit all agreements and transactions which may have an AAEC in India. Further, the CCI has extra-territorial powers and can investigate any agreements, abusive conduct or combination occurring outside India if such agreement, conduct or combination has an AAEC in India.

In the event we enter into any agreement or transaction that is held to have an AAEC in the relevant market in India, the provisions of the Competition Act will be applicable. Any prohibition or substantial penalties levied under the Competition Act could adversely affect our financial condition and results of operations, which in turn may have a material adverse impact on our business or prospects, and our ability to make distributions to the shareholders. In the past, pursuant to investigations, the CCI has imposed significant penalties on certain companies operating in the cement industry and the Cement Manufacturers' Association for violation of the anti-cartel provisions of the Competition Act, by fixing of cement prices and controlling production and supply of cement in the market. Our Company currently subject to an ongoing dispute against an order of the CCI imposing a penalty of ₹ 4,900.01 million with respect to allegations made against us and other cement manufacturers for raising the price of cement by acting in concert in alleged contravention of certain provisions of the Competition Act, 2002. Separately, our Company and the Subsidiary are also subject to certain investigation proceedings by the CCI and have received separate notices from CCI seeking information, records and documents from our Company and the Subsidiary, to which we have responded. For further information, see "***Outstanding Litigation and Material Developments – Litigation involving our Company – Litigation filed by our Company – Material civil proceedings***" on page 403. In the event that the cement industry and players operating in the industry become subject to such regulatory actions, it may have an adverse effect on the industry and may negatively impact our reputation, operations, prospects and financial condition. It is difficult to predict the impact of the Competition Act on our growth and expansion strategies in the future. If we are affected, directly or indirectly, by the application or interpretation of any provision of the Competition Act or any enforcement proceedings initiated by the CCI or any adverse publicity that may be generated due to scrutiny or prosecution by the CCI, it may adversely affect our business, financial condition and results of operations. Any actual, pending, contemplated or threatened proceedings, investigations, actions, claims or suits against us, the Subsidiary and directors, whether meritorious or not, could be time consuming and costly, require significant amounts of management time and result in the diversion of significant operational resources. Further, any similar proceedings in the future may restrain our flexibility in pricing our products, and have a material adverse effect on our business, prospects, results of operations, cash flows and financial condition.

31. The cement industry is capital intensive, and we may need to seek additional financing to support our growth strategies. Any failure to raise additional financing could have an adverse effect on our business, results of operations, financial condition and cash flows.

The cement industry is capital intensive. We require a substantial amount of capital to build and maintain our Cement Plants and mines, purchase equipment and develop and implement new technologies in our new and existing Cement Plants and mines. In Fiscals 2021, 2020 and 2019, our capital expenditure towards additions to fixed assets (property, plant and equipment and intangible assets) were ₹ 6,228.70 million, ₹ 6,354.88 million and ₹ 6,809.60 million, respectively. If our internally generated capital resources and available credit facilities are insufficient to finance our capital expenditure and growth plans, we may, in the future, have to seek additional financing from third parties, including banks and financial institutions.

Our ability to arrange financing and the costs of capital of such financing are dependent on numerous factors, including general economic and capital market conditions, credit availability from banks, investor confidence, the continued success of our operations and other laws that are conducive to our raising capital in this manner. Accordingly, the Net Proceeds of the Fresh Issue earmarked for repayment, prepayment or redemption of certain borrowings will not be available for utilisation towards capital expenditure. If we decide to meet our capital requirements through debt financing, we may be subject to certain restrictive covenants. See " - ***An inability to***

comply with repayment and other covenants in the financing agreements could adversely affect our business, financial condition, cash flows and credit rating." on page 37. If we are unable to obtain such financing in a timely manner, at a reasonable cost and on acceptable terms, we may be forced to delay our expansion plans, downsize or abandon such plans, which may materially and adversely affect our business, financial condition and results of operations, as well as our future prospects.

32. We will continue to depend on our distribution network for the sale and distribution of our products. Any disruption in our distribution network will adversely affect our business and results of operations.

We distribute our products through our distribution network, through a combination of both rail and road distribution. Our future growth depends on expanding our sales and distribution network to enter new markets and regions in India, and through different sales and distribution channels. Our orders for sales to dealers are typically placed on a regular basis, the terms of which may be modified in case of any price changes, and such dealers place orders for products based on prices, availability and the quality of products offered. As a result, we rely and will continue to rely to a significant extent on the relationships we have with our dealers. Further, as our authorised dealers have day- to-day contact with customers, we are exposed to the risk of our dealers failing to adhere to the standards set for them in respect of sales and after-sales service, which in turn could affect our customers' perception of our brand and products. In addition, if our competitors provide better commissions or incentives to our dealers, it could result in them favoring the products of other cement manufacturers including our direct competitors. Further, our competitors may have exclusive arrangements with their dealers who may be unable to stock and distribute our products, which may limit our ability to expand our distribution network. Our ability to grow and expand our product reach significantly depends on the reach and effective management of our distribution network. In the event we fail to engage adequate dealers, or fail to establish relationships with new dealers, our sales volumes may be affected which will have an adverse effect on our business and results of operation. Also, see "***- Our inability to collect receivables and default in payment from our dealers or customers could result in reduced profits and affect our cash flows***." on page 55.

33. Disruptions in transportation of raw materials and finished products could affect our business.

The production of cement is dependent on a steady supply of various raw materials and delivery of cement as the finished product. Our raw materials are primarily transported to our integrated manufacturing facilities by road and rail transport and cement is transported to our customers by road (through trucks) and rail transport and RMX by transit mixers. Transport of our raw materials and finished products is subject to various factors beyond our control, including poor infrastructure, accidents, adverse weather conditions, strikes and civil unrest, and regulatory restrictions, rail disruptions, the non-availability of wagons, which may adversely affect our business and results of operations. Our raw materials are vulnerable to theft or leakages during the course of transportation, and this can drive up our logistics cost to the extent that it is not covered under our transit insurance. Furthermore, there is the risk that transport service providers may resort to strikes or frequent, inconvenient changes to the transport schedules.

Additionally, if the arrangements with our transportation providers are terminated, we may not be able to obtain terms as favorable as those from the transportation providers that we currently use, which could increase our costs and thereby adversely affect our operating results. Further, if our transportation providers do not have sufficient insurance coverage, any losses that may arise during the transportation process will have to be claimed under our insurance policies. There can be no assurance that we will receive compensation for any such claims in a timely manner or at all, and consequently, any such loss can affect our business, financial condition, results of operations and cash flows.

Further, cement and RMX are perishable products as its quality deteriorates upon contact with moisture or humidity over a period of time. Our cement is stored in silos where the risk of moisture seepage is low. Similarly, our cement is sold in bags, which may be subject to wear and tear during transport, resulting in stocks being further written-off. Further, concrete is sent in transit mixers and a disruption in the availability of transit mixers could adversely impact our concrete supply. There is no assurance that prolonged storage or exposure to moisture during transport may not result in our stocks of cement being rendered unusable, which in turn may cause disruptions in supply of our finished products. The total damage to cement to be sold (including transfers to the RMX division) for Fiscals 2021, 2020 and 2019, was 101,233 ton, 96,394 ton and 112,323 ton respectively (the total cement production for these periods was 15.48 million MT, 12.62 million MT and 12.67 million MT, respectively). There can be no assurance that any such disruption will not occur in the future as a result of these factors and that such disruptions will not be material. Transportation strikes have had in the past, and could have

in the future, an adverse effect on our receipt of supplies and its ability to deliver its products. In addition, transportation costs have been steadily increasing. Any significant disruption in the transportation of our raw materials and finished products could have a significant impact on our business and results of operations.

34. If we experience insufficient or negative cash flows to meet required payments on our debt and working capital requirements, our business and results of operations could be adversely affected.

Our business requires working capital for activities including purchase of raw materials, for our limestone mining operations as well as for the purchase of packing materials for our cement and RMX products. Our future success depends on our ability to continue to secure and successfully manage sufficient amounts of working capital. Management of our working capital requirements involves the timely payment of, or rolling over of, our short-term indebtedness and securing new and additional loans on acceptable terms, or re-negotiation of our payment terms for, our trade payables, collection of trade receivables and preparing and following accurate and feasible budgets for our business operations. If we are unable to manage our working capital requirements, our business, results of operations and financial condition could be materially and adversely affected. There can be no assurance that we will be able to effectively manage our working capital. Should we fail to effectively implement sufficient internal control procedures and management systems to manage our working capital and other sources of financing, we may have insufficient capital to maintain and grow our business, and we may breach the terms of our financing agreements with banks, face claims under cross-default provisions and be unable to obtain new financing, any of which would have a material adverse effect on our business, results of operations and financial condition. Negative cash flows over extended periods, or significant negative cash flows in the short term, could also materially impact our ability to operate our business and implement our growth plans. As a result, our cash flows, business, future financial performance and results of operations could be materially and adversely affected. For further information, see "***Management's Discussion and Analysis of Financial Condition and Results of Operations***" on page 357.

35. Any failure of our information technology systems could adversely affect our business and operations.

We have information technology systems that support our business processes including product development, sales, order processing, production, procurement, inventory management, quality control, human resource functions, distribution and finance. These systems may be susceptible to outages due to fire, floods, power loss, telecommunications failures, natural disasters, and similar events, even with our disaster recovery system in place. Further, any breakdown in our enterprise resource planning system could adversely impair our operations. In addition, our systems and proprietary data stored electronically may be vulnerable to computer viruses, cybercrime, computer hacking and similar disruptions from unauthorised tampering. If such unauthorised use of our systems were to occur, data related to our product formulas, product development and other proprietary information could be compromised. The occurrence of any of these events could adversely affect our business, interrupt our operations, subject us to increased operating costs and expose us to litigation.

Unavailability of or failure to retain well-trained employees capable of constantly servicing our IT systems may lead to inefficiency or disruption of said systems thereby impacting our ability to operate efficiently. Our future success will depend in part on our ability to respond to technological advances and emerging industry standards and practices on a cost-effective and timely basis. The development and implementation of such technology entails technical and business risks. We cannot assure you that we will be able to successfully implement new technologies or adapt our processing systems to customer requirements or emerging industry standards. Changes in technology may make newer facilities or equipment more competitive than ours or may require us to make additional capital expenditures to upgrade our facility. If we are unable, for technical, financial or other reasons, to adapt in a timely manner to changing market conditions, customer requirements or technological changes, our business and results of operations could be adversely affected.

Any failure or disruption in the operation of these systems or the loss of data due to such failure or disruption (including due to human error or sabotage) may affect our ability to plan, track, record and analyse work in progress and sales, process financial information, meet business objectives based on IT initiatives such as product life cycle management, manage our creditors, debtors, manage payables and inventory or otherwise conduct our normal business operations, which may increase our costs and otherwise materially adversely affect our business, financial condition, results of operations and prospects.

36. We have incurred net loss in the past, and we may not be able to achieve or maintain profitability in the future.

We reported a net loss of ₹ 259.19 million and ₹ 264.88 million in Fiscal 2021 and Fiscal 2019, respectively. We may incur losses in the future. For details on the factors for the losses for these periods, see "***Management's Discussion and Analysis of Financial Condition and Results of Operations - Our Results of Operations***" on page 372. Further, our failure to achieve or maintain profitability may adversely affect the market price of our Equity Shares, restrict our cash flows and ability to pay dividends and impair our ability to raise capital and expand our business.

37. Some of the Group Companies have incurred losses in the preceding fiscals. We cannot assure you that these companies or any of our other Group Companies will not incur losses in the future, or that there will not be an adverse effect on our reputation or business as a result of such losses.

Some of the Group Companies have incurred losses during the precedent fiscals, as set out below:

(*in ₹ million*)

Group Company	Fiscal 2021	Fiscal 2020	Fiscal 2019
Wardha Vaalley	(4.10)	(3.77)	(3.59)
Constera Realty Private Limited	NA*	(1.11)	(0.87)
Aculife Healthcare Private Limited	NA*	75.24	15.43

** The financial results of Constera Realty Private Limited and Aculife Healthcare Private Limited for Fiscal 2021 are not yet available.*

There is no assurance that these companies will not incur losses in any future periods, or that there will not be an adverse effect on our reputation or business as a result of such losses.

38. Our business is dependent on adequate and uninterrupted availability of electrical power and water. We may also face certain risks with regard to the operation of our captive power plants. Any shortages or any prolonged interruption of power and water or increase in the cost of power, could adversely affect our business, result of operations and financial condition.

Adequate and uninterrupted supply of electrical power and water is critical to our operations. We also need to ensure that the supply of power is at rates that are cost effective. In Fiscals 2021, 2020 and 2019, we met 48.73%, 33.42% and 20.29%, respectively, of the power requirements through captive sources in India. Further, we rely on the various state electricity boards through a power grid for the supply of electricity in order to ensure uninterrupted operations. For further information, see "***Business - Facilities***" on page 180. For those manufacturing facilities where we do not have a captive power source yet, there may be power cuts in the supply provided by the relevant state electricity boards from time to time.

There can be no assurance that there will be no disruptions in production in cases of prolonged power failures. If the per unit cost of electricity is increased by the state electricity boards, our power costs will increase. Also, if fuel costs or the costs of operating our power generation plants increase, our cost of generation of electricity through our captive power plants will rise. Further, changes in levies such as cross-subsidy, electricity duty or additional surcharges can significantly increase our power production costs. In Fiscals 2021, 2020 and 2019, power and fuel expenses, accounted for 18.12%, 19.02% and 19.38% respectively, of our total expenses. While we have also taken certain steps to reduce our heat and power consumption at our Cement Plants, RMX Plants and mines, such as installation of high efficiency and modern coolers at the Sonadih Cement Plant and Chittorgarh Cement Plant, initiating studies in gas ducts and implementation of action plans, and improving productivity of our kiln and cement mills, and have also invested in waste heat recovery systems across all our integrated manufacturing facilities, all of which were operational as of March 31, 2021, there is no assurance that we will continue to be able to implement and maintain such systems. If we are not able to implement and maintain such systems, this may affect our power costs.

Unfavorable weather conditions could impair the effectiveness of such plants, reduce their output beneath their rated capacity, and may also require the shutdown of key equipment. Any such interruptions may impede our ability to source power from our captive power plants and may compel us to fulfil a greater share of our requirements from state electricity boards, at an increased cost. It may not be possible to pass on any increase in our power costs to our customers, which may adversely affect our profit margins. A prolonged interruption in or limited supply of electricity may result in suspension of our manufacturing operations. A prolonged suspension in production could materially and adversely affect our business, financial condition or results of operations.

Further, our operations are dependent on a steady and stable supply of water, and irregular or interrupted supply of water, or government intervention could adversely affect our daily operations. If there is an insufficient supply

of water to satisfy our requirements, we may need to limit or delay our production, which could adversely affect our business, financial condition and results of operations. There can be no assurance that we will always have access to sufficient supplies of water in the future to accommodate our production requirements and planned growth. In addition to the production losses that we would incur during production shutdowns in the absence of supply of water, we would not be able to immediately return to full production volumes following such interruptions, however brief. Further, our agreements with state governments for the supply of water for our operations may contain onerous conditions, which could have any adverse impact on our operations.

39. Our inability to collect receivables and default in payment from our dealers or customers could result in reduced profits and affect our cash flows.

In our cement sales through dealers, we strive to operate on advance and secured payment terms for the non- trade segment. For our trade segment, payments are secured with dealer deposits, and any outstanding amount over the dealer deposit will be assigned for recovery. However, there is no guarantee that our dealers will not default on their payments. Further, our RMX business has higher receivables compared to our cement business, as a higher proportion of RMX sales are made on credit terms. Our inability to collect receivables from our dealer and customers in a timely manner or at all, could adversely affect our working capital cycle and cash flow. As of Fiscals 2021, 2020 and 2019 respectively, our trade receivables were ₹ 4,538.91 million, ₹ 5,110.38 million and ₹ 4,998.63 million, respectively.

Macroeconomic conditions could also result in financial difficulties, including insolvency or bankruptcy, for our customers, and as a result could cause customers to delay payments to us, request modifications to their payment arrangements, that could increase our receivables or affect our working capital requirements. Any such increase in our receivable turnover days will negatively affect our business.

40. The introduction of substitutes for cement in the markets in which we operate and the development of new construction techniques could have an adverse effect on our business, results of operations and financial condition.

Materials such as plastic, aluminium, ceramics, glass, wood and steel can be used in construction to substitute cement. In addition, other construction techniques, such as the use of dry wall, could decrease the demand for cement, RMX and mortars. Further, new construction techniques and modern materials may be introduced in the future. The increase in use of substitutes for cement could cause a significant reduction in the demand and prices for our cement and concrete products and have an adverse effect on our business, results of operations and financial condition.

41. We may be subject to unionisation, work stoppages or increased labour costs, which could adversely affect our business and results of operations.

The success of our operations depends on availability of labour and maintaining a good relationship with our workforce. Our success also depends on our ability to attract, hire, train and retain skilled workers who are experienced in our manufacturing operations. As of March 31, 2021, we had 3,846 full-time employees across all our facilities. Certain of our employees are unionised into labour unions. Although we have not experienced any major interruptions to our operations as a result of labour disputes in the recent past, there can be no assurance that we will not experience any such disruption in the future as a result of disputes or disagreements with our work force, which may adversely affect our ability to continue our business operations. Labour unions may seek the review of any settlement agreements in place, which may cause us to incur significant time and effort in renegotiation. We may also have to incur additional expenses to train and retain skilled labour.

We are also subject to a number of stringent labour laws that protect the interests of workers, including legislation that imposes financial obligations on employers upon retrenchment. For instance, we may be subject to state regulations which mandate a minimum level of recruitment from the local community or area within that particular district or state. Additionally, given the migration of labour prompted by the COVID-19 pandemic, we may become subject to actions involving interstate migrant labour-related enactments. Any labour unrest including labour disputes, strikes and lock-outs, industrial accidents, experienced by us could directly or indirectly prevent or hinder our normal operating activities, and, if not resolved in a timely manner, could lead to disruptions in our operations. In the event of any prolonged delay or disruption our business, results of operations could be adversely affected.

42. We are subject to stringent labour laws or other industry standards. We appoint contract labour to carry out some of our ancillary operations and we may be held responsible for paying the wages of such workers, if the independent contractors through whom such workers are hired default on their obligations, and such obligations could have an adverse effect on our results of operations, cash flows and financial condition.

India has stringent labour legislation that protects the interests of workers, including legislation that sets forth detailed procedures for dispute resolution and employee removal and legislation that imposes financial obligations on employers upon retrenchment. We are also subject to international, federal, state and local laws and regulations, in all jurisdictions where we have operations, governing our relationships with our employees, including those relating to minimum wage, overtime, working conditions, hiring and firing, non-discrimination, work permits and employee benefits. Further, in order to retain flexibility and control costs, we appoint independent contractors who in turn engage on-site contract labour for performing certain of our ancillary operations, including, maintenance of plant and machinery at our Cement Plants, RMX Plants and mines, assisting in civil, mechanical and electrical related works and housekeeping activities. The numbers of contract labourer vary from time to time based on the nature and extent of work contracted to independent contractors. Although we do not engage these labourers directly, we may be held responsible for any wage payments to be made to such labourers in the event of default by such independent contractors. All contract labourers engaged at our Cement Plants, RMX Plants and mines are assured minimum wages that are fixed by the state government from time to time. Any upward revision of wages that may be required by the state government to be paid to such contract labourers, or offer of permanent employment or the unavailability of the required number of contract labourers, may adversely affect the business and future results of our operations.

Further, in the event of any non-compliance by contractors with statutory requirements, legal proceedings may be initiated against us. For instance, we are subject to several notices and criminal complaints with respect to violation of the Contract Labour (Regulation and Abolition) Act, 1970 and these matters are pending before the relevant judicial fora including Lok Adalat, labour commissioners and labour enforcement officers. For details, see "***Outstanding Litigation and Material Developments – Litigation involving our Company – Litigation filed against our Company – Criminal proceedings***" on page 385. While the Contract Labour (Regulation and Abolition) Act, 1970 does not require us to retain contract labourers as our employees, the Indian courts on a case by case basis have directed employers in the past to absorb contract labourers as employees. Thus, any such order from a regulatory body or court may have an adverse effect on results of operations, cash flows and financial condition.

Further, the Occupational Safety, Health and Working Conditions Code, 2020 (enacted by the parliament of India and assented to by the President of India on September 28, 2020) will come into force on such date as may be notified in the official gazette. Once effective, it will subsume various legislations including the Factories Act, 1948 and the Contract Labour (Regulation and Abolition) Act, 1970.

Further, the New Wage Code Bill, 2021 stands notified and its rules are being framed by the Government of India. Once the rules are framed and implemented, there will be a likely impact in terms of increase in the employee cost owing to higher employer contribution towards the provident fund, increase in minimum wages, bonus and gratuity contributions along with the company's liabilities as a principal employer towards contracted manpower.

If there is any failure by us to comply with the new regime, we may incur increased costs, be subject to penalties, have our approvals and permits revoked or suffer a disruption in our operations, any of which could adversely affect our business.

43. We face foreign exchange risks that could adversely affect our results of operations and cash flows.

We have foreign currency payables for supply of certain fuel and raw materials and are therefore, exposed to foreign exchange risk between the Indian Rupee and U.S. Dollars and other foreign currencies. Any significant fluctuation in the value of the Indian Rupee against such currencies including as noticed recently in the case of the U.S. Dollar, may adversely affect our results of operations. Any appreciation of foreign currencies against the Indian Rupee may result in reduction of our margins and consequently have an adverse effect on result of operations and cash flows.

44. Any failure or delay in the acquisition or leasing of land or an inability to acquire land or renew leases or licenses or continue licenses with respect to such land at acceptable costs or on commercially reasonable terms or a situation where landowners create any encumbrances over land we are using, may adversely affect our business, results of operations and financial condition.

We require substantial amount of land for the purposes of operating our Cement Plants, RMX Plants and mines. Some of the land on which these Cement Plants, RMX Plants and mines are located are held by us on freehold basis and some are held by us on leasehold or licensed basis. The land on which most of our RMX Plants are located are mostly held on a leasehold basis, while a few are owned on a freehold basis. For further information, see "***Business - Properties***" on page 199.

In the event we intend to further expand the capacity of our Cement Plants, RMX Plants and mines, and require additional land for such purposes, we cannot assure you that we will be able to identify or acquire adequate land either on a freehold or leasehold basis, or that land acquisitions will be completed in a timely manner, at acceptable costs and/or on commercially reasonable terms, without opposition, or at all. The cost of acquiring land on a freehold or leasehold basis for our integrated manufacturing facilities, grinding units and RMX Plants may be higher than we estimated and is subject to a number of factors, including the type of land being acquired, market prices, the level of economic development in the area where the land is located and government regulations pertaining to the price of land, among others. In addition, we may face significant opposition to the construction of our Cement Plants, RMX Plants and mines from local communities, tribes, non-government organisations and other parties. Such opposition or circumstances may be beyond our control. If we are unable to acquire the required amount of land for our Cement Plants, RMX Plants and mines, the viability and efficiency of such projects may be affected. In addition, any inability to complete the acquisition of the necessary land in a timely manner may cause construction delays. The occurrence of any such event could have an adverse effect on our business, results of operations, financial condition, cash flows and future business prospects.

Further, the terms of our lease agreements include certain restrictive covenants, including requiring promoters to hold a minimum of 51% shareholding in us and promoter directors to constitute a majority on the Board, the requirement for prior written consent for any proposed change in our shareholding or any action for our demerger, merger, amalgamation, or acquisition. Further, the lease agreements include requirements that we obtain consent from the lessor, which is typically the industrial development authority, prior to undertaking certain matters including change in ownership. Some premises, including those on which our Risda Cement Plant and Panagarh Cement Plant are located, have been leased from governmental authorities such as the Chhattisgarh State Industrial Development Corporation and the West Bengal Industrial Development Corporation. We cannot assure that such authorities will not take any adverse action against us under the terms of their respective lease agreements, in case of any breach of the covenants. Further, the land on which some of our plants are located have been leased/licensed from third parties and any regulatory action initiated with respect to such arrangement against us or the third party lessors/licensors may adversely affect our operations. Further, the land over which we have entered into license arrangements for the Jojobera Cement Plant has been leased by the government of Jharkhand to a third party, and the term of the underlying lease will expire before the term of the license arrangement with our Company and the third party. Any failure to renew the underlying lease or disagreement or disputes with the state governments and the third party lessor will impact our permissive rights under the license arrangement. There is a possibility that government may direct us to regularise the license arrangement into a sublease as per applicable law and in lieu of the regularisation, it may seek lease fees retrospectively (given the date of original license arrangement), along with applicable interest/penalties, which may materially impact our operational costs. With respect to license arrangement with respect to the land for Jojobera Cement Plant, the state government has issued show cause notices alleging failure on our Company's part to obtain consent of the relevant state government for the use of land for the Jojobera Cement Plant, pursuant to the license arrangement, to which our Company has responded and the matter is under consideration of the state government. For further information, see "***Outstanding Litigation and Material Developments – Litigation involving our Company – Litigation filed against our Company – Actions by regulatory and statutory authorties***" on page 386.

Further, these lease agreements may be terminated in accordance with their respective terms, and any termination or non-renewal of such leases could adversely affect our operations. In addition, these leases generally have periodic escalation clauses for rent payments. Further, the lease agreements for some of our RMX Plants have expired in the ordinary course and are in the process of being renewed. There can be no assurance that we will be able to retain or renew such leases on same or similar terms, or that we will find alternate locations for our Cement Plants, RMX Plants and mines on terms favorable to us, or at all. If our current or future lessors terminate our lease agreements, we may have to relocate to alternative premises or shut down our operations at such site. The relocation of any part of our operations may cause disruptions to our business and may require significant expenditure. We cannot assure you that in such a case, we will be able to find suitable premises on commercially viable terms, in a timely manner, or at all, and we may have to pay higher rent or incur additional expenses.

45. Changes in technology may affect our business by making our Cement Plants, RMX Plants and mines or equipment less competitive. Further, the introduction of substitutes for cement in the markets in which we operate and the development of new construction techniques could have an adverse effect on our business, results of operations and financial condition.

Our business is continually changing due to technological advances and scientific discoveries. Our profitability and competitiveness are in large part dependent on our ability to respond to technological advances and emerging industry standards and practices on a cost-effective and timely basis. Changes in technology may make newer generation manufacturing equipment more competitive than ours or may require us to make additional capital expenditures to upgrade our Cement Plants, RMX Plants and mines. Although we strive to maintain and upgrade our technologies, facilities and machinery consistent with current national and international standards, the technologies, facilities and machinery we currently use may become obsolete. We need to continue to invest in new and more advanced technologies and equipment to enable us to respond to emerging industry standards and practices in a cost-effective and timely manner that is competitive with other building material companies and other methods of manufacturing. The development and implementation of such technology entails technical and business risks. We cannot assure you that we will be able to successfully implement new technologies or adapt our processing systems to customer requirements or emerging industry standards. If we are unable to adapt in a timely manner to changing market conditions, customer requirements or technological changes, our business and financial performance could be adversely affected.

Further, materials such as plastic, aluminium, ceramics, glass, wood and steel can be used in construction to substitute cement. In addition, other construction techniques, such as the use of dry wall, could decrease the demand for cement, RMX and mortars. Further, new construction techniques and modern materials may be introduced in the future. The increase in use of substitutes for cement could cause a significant reduction in the demand and prices for our cement and concrete products and have an adverse effect.

46. The success and wide acceptability of our products is largely dependent upon certain quality accreditations which are valid for a limited time period and to maintain an effective quality control system. An inability to ensure the renewal of these quality accreditations in a timely manner or at all may adversely affect our business prospects and financial performance.

Our business requires obtaining and maintaining quality certifications and accreditations from independent certification entities. Certain of our Cement Plants and mines are accredited by international certifying agencies with certifications including ISO 9001:2015 for quality management systems, ISO 14001:2015 for environmental management systems, OHSAS 18001:2007 for occupational health and safety management systems. Our Risda Cement Plant has been recommended for ISO 9001:2015, ISO 14001:2015 and OHSAS 18001:2007 certification for the manufacture and supply of clinker and cement by TUV India Private Limited. We also comply with prescribed specifications and standards of quality approved by the Government of India in connection with the products we manufacture. We manufacture products as per BIS specifications, including IS 269:2015, IS 455:2015 and IS 1489: Part 1: 2015. Such specifications and standards of quality are an important factor in the success and wide acceptability of our products. If we fail to comply with applicable quality standards or if the relevant accreditation institute or agency declines to certify our products, or if we are otherwise unable to obtain such quality accreditations in the future, within time or at all, our business prospects and financial performance will be materially and adversely affected.

The quality of our products is critical to the success of our business, and quality depends on the effectiveness of our quality control system, which, in turn, depends on a number of factors, including the design of our system, our quality control training program, and the implementation and application of our quality control policies and guidelines. Any significant failure or deterioration of our quality control system could result in defective or sub-standard products, which, in turn, may result in delays in the delivery of our products and the need to replace defective or substandard products. As a result, our reputation, business, results of operations and financial condition could be materially and adversely affected.

47. Our inability to accurately forecast demand or price for our products and manage our inventory may adversely affect our business, results of operations and financial condition.

Our business depends on our estimate of the demand for our products from customers. As is typical in the cement manufacturing industry, we maintain a reasonable level of inventory of raw materials, work in progress and finished goods. However, if we underestimate demand or have inadequate capacity due to which we are unable to meet the demand for our products, we may manufacture fewer quantities of products than required, which could

result in the loss of business. While we forecast the demand and price for our products and accordingly plan our production volumes, any error in our forecast could result in a reduction in our profit margins and surplus stock, which may result in additional storage cost and such surplus stock may not be sold in a timely manner, or at all. If we overestimate demand, we may incur costs to build capacity or purchased more raw materials and manufacture more products than required. Our inability to accurately forecast demand for our products and manage our inventory may have an adverse effect on our business, results of operations and financial condition.

Actual production volumes may vary from our estimates due to variations in demand for cement and concrete products leading to underutilised capacity or incurring additional expenditure to deploy additional resources to meet delivery timelines. In addition, in the event of significant cuts in production schedules announced by customers with little advance notice, we may be unable to respond with corresponding production and inventory reductions. Significant reduction in demand for our products from major customers may have an adverse effect on our business, financial condition, results of operations, and prospects.

Our customers have high and exacting standards for product quantity, quality as well as delivery schedules. Any failure to meet our customers' expectations could result in the cancellation of orders. Moreover, as many of our operating expenses are relatively fixed, an unanticipated change in customer demand may adversely affect our liquidity and financial condition. We typically commit to order raw materials and bought-out components from our own suppliers based on customer forecasts and orders. Cancellation by customers or delay or reduction in their orders or instances where anticipated orders fail to materialise can result in mismatch between our inventories of raw materials and finished products, thereby increasing costs relating to maintaining our inventory and reducing our margins, which may adversely affect our profitability and liquidity.

48. An inability to maintain adequate insurance cover in connection with our business may adversely affect our operations and profitability.

Our operations are subject to various risks inherent in the manufacturing industry including defects, malfunctions and failures of manufacturing equipment, fire, riots, strikes, explosions, loss-in-transit for our products, accidents, natural disasters and epidemics/pandemics. While we typically maintain the insurance in line with industry standards including industrial all risk policies, plant and machinery risk policies, fire and special perils policies, burglary insurance policies, directors' and officers' liability insurance and marine cargo insurance policies for our operations in India, there can be no assurance that future claims under such policies will be honored fully, in part or on time. For further information on our insurance arrangements, see "***Business - Insurance***" on page 195. As of March 31, 2021, our outstanding insurance claims amounts to ₹ 916.73 million. Such insurance claims were outstanding primarily due to COVID-19 pandemic related delays and other procedural aspects in the ordinary course of business. All the tangible fixed assets are insured other than land (freehold and leasehold) and quarry development as of March 31, 2021.

In the event of personal injuries, fires or other accidents suffered by our employees or other people, we could face claims alleging that we are negligent, provided inadequate supervision or be otherwise liable for the injuries. While we maintain employee benefits policies and group health and term life insurance policies, our insurance may not be adequate to completely cover any or all of our risks and liabilities. Further, there is no assurance that the insurance premiums payable by us will be commercially viable or justifiable. In future, we may be required to bear increased premiums for our insurance to provide coverage for pandemics such as COVID-19. In addition, our insurance coverage expires from time to time. We apply for the renewal of our insurance coverage in the normal course of our business, but we cannot assure you that such renewals will be granted in a timely manner, at acceptable cost, or at all. Our inability to maintain adequate insurance cover in connection with our business could adversely affect our operations and profitability. To the extent that we suffer loss or damage as a result of events for which we are not insured, or for which we did not obtain or maintain insurance, or which is not covered by insurance, exceeds our insurance coverage or where our insurance claims are rejected, the loss would have to be borne by us and our results of operations, financial performance and cash flows could be adversely affected.

49. We may be subject to product liability or recall claims that could harm our business, financial condition and results of operations.

We are exposed to risks associated with product liability or recall claims if the use of our products results in property damage or personal injury. The products that we produce are subject to risks such as contamination, adulteration and product tampering during their production, transportation or storage. While we seek to conform our products to meet a variety of contractual specifications and regulatory requirements, there can be no assurance that product liability claims or recall claims against us will not arise, whether due to product malfunctions, defects,

or other causes. In the past, we have had to issue credit notes to customers in relation to complaints raised relating to quality issues with our products manufactured and/or supplied by us. For the periods covering Fiscals 2021, 2020 and 2019, the Company has issued credit note of ₹ 7.27 million, ₹ 10.90 million and ₹ 13.39 million, respectively.

We may become subject to product liability and indemnity claims, which can cause us to face consumer actions or class actions which can potentially involve criminal and civil liabilities. In absence of any limitation of liability in our contracts, our exposure to liability could be significant. While we have not in the past been subject to any product liability claims, any such claims, regardless of whether they are ultimately successful, could cause us to incur litigation costs, harm our business reputation and disrupt our operations. Further, there can be no assurance that we will be able to successfully defend such claims. If any such claims against us are ultimately successful, we could be required to pay substantial damages, which could materially and adversely affect our business, financial condition and results of operations.

50. Industry information included in this Red Herring Prospectus has been derived from an industry report commissioned by us for such purpose. There can be no assurance that such third-party statistical, financial and other industry information is either complete or accurate.

We have availed the services of an independent third-party research agency, CRISIL Research, to prepare an industry report titled "*Overview of the Indian Cement Industry*" released in April 2021, for purposes of inclusion of such information in this Red Herring Prospectus. This report is subject to various limitations and based upon certain assumptions (including assumptions as to the severity and duration of the COVID-19 pandemic in India and its impact on the cement sector) that are subjective in nature and may turn out to be incorrect. None of us, the Promoter Selling Shareholder, the Book Running Lead Managers or any other person connected with the Offer has independently verified such information. Although we believe that the data may be considered to be reliable, the accuracy, completeness and underlying assumptions are not guaranteed and dependability cannot be assured. While we have taken reasonable care in the reproduction of the information, the information has not been prepared or independently verified by the Company, the Promoter Selling Shareholder or the Book Running Lead Managers or any of our or its respective affiliates or advisors and, therefore, we make no representation or warranty, express or implied, as to the accuracy or completeness of such facts and statistics. Further, the CRISIL Report provides information in relation to certain cement peer companies that have been selected based the player category in terms of capacity, product portfolio and geographical presence that accords with us. Due to possibly flawed or ineffective collection methods or discrepancies between published information and market practice and other problems, the statistics or financial parameters (including pertaining to the cement peer companies) in the CRISIL Report may be inaccurate or may not be comparable to statistics or financial parameters produced for other economies and should not be unduly relied upon. Further, there is no assurance that such information is stated or compiled on the same basis or with the same degree of accuracy as may be the case elsewhere. In addition, statements from third parties that involve estimates are subject to change, and actual amounts may differ materially from those included in this Red Herring Prospectus.

51. We have in this Red Herring Prospectus included certain non-GAAP financial measures related to our operations and financial condition. These non-GAAP measures may vary from any standard methodology that is applicable across the cement and concrete/manufacturing industry and therefore may not be comparable with financial information of similar nomenclature computed and presented by other cement and concrete/manufacturing companies.

Certain non-GAAP financial measures relating to our operations and financial performance have been included in this Red Herring Prospectus. We compute and disclose such non-GAAP financial measures relating to our operations and financial performance as we consider such information to be useful measures of our business and financial performance, and because such measures are frequently used by securities analysts, investors and others to evaluate the operational performance of cement and concrete/manufacturing businesses. Many cement companies provide such non-GAAP financial measures and other statistical and operational information when reporting their financial results. Such non-GAAP measures are not measures of operating performance or liquidity defined by generally accepted accounting principles. These non-GAAP financial measures may not be computed on the basis of any standard methodology that is applicable across the industry. Therefore, such non-GAAP measures may not be comparable to financial measures and statistical information of similar nomenclature that may be computed and presented by other cement and concrete/manufacturing companies in India or elsewhere.

52. Land title in India can be uncertain and we may not be able to identify or correct defects or irregularities in title to the land which we own or intend to acquire in connection with the development of our Cement Plants, RMX Plants and mines.

There is no central title registry for real property in India and the documentation of land records in India has not been fully computerised. Property records in India are generally maintained at the state and district level and in local languages, and are updated manually through physical records. Therefore, property records may not be available online for inspection or updated in a timely manner, or may be illegible, untraceable, incomplete or inaccurate in certain respects, or may have been kept in poor condition, which may impede title investigations or our ability to rely on such property records.

In addition, title insurance is not commercially available in India to guarantee title or development rights in respect of land. The difficulty of obtaining title guarantees in India means that title records provide only for presumptive rather than guaranteed title. The original title to lands may often be fragmented and the land may have multiple owners.

Further, non-executed or improperly executed, unregistered or insufficiently stamped conveyance instruments in a property's chain of title, unregistered encumbrances in favor of third parties, rights of adverse possessors, ownership claims of family members of prior owners or third parties, or other defects that a purchaser may not be aware of can affect title to a property. As a result, potential disputes or claims over title to the land on which our current manufacturing facilities are located or the manufacturing facilities that we plan to construct may arise including legal disputes on account of eviction notices by local authorities in relation to government land, scheduled castes / scheduled tribes land or grazing land apart from issues of non-conversion for industrial use. We are subject to such ongoing disputes with respect to some of the land parcels on which our plants and mines operate arising due to, among others,: (i) conflicting ownership claims over certain parcels of land, (ii) allegations of forceful acquisition of land by the Company, (iii) allegations of dumping of construction material by the Company, and (iv) land partition claims over certain parcels of land by the co-sharers. For details, see "***Outstanding Litigation and Material Developments – Litigation involving our Company – Litigation filed against our Company – Material civil litigation***" on page 396. Any defects in, or irregularities of, title may result in loss of development or operating rights over land. Further, the Government may exercise its rights of eminent domain, or compulsory acquisition in respect of land on which our plants are or will be located. Any such development may have an adverse effect on our business, results of operations and financial condition.

Additionally, we may face legal disputes relating to land title where local authorities serve eviction notices on us in relation to state or grazing land or where it is determined by the state government that the land cannot be converted for industrial use.

53. Information relating to the installed production capacity and capacity utilisation of our Cement Plants and mines included in this Red Herring Prospectus are based on various assumptions and estimates and future production and capacity may vary.

Information relating to the installed production capacity and capacity utilisation of our Cement Plants and mines included in this Red Herring Prospectus are based on various assumptions and estimates of our management that have been taken into account by an independent chartered engineer in the calculation of the installed production capacity, actual production and capacity utilisation of our Cement Plants and mines. These assumptions and estimates include the standard capacity calculation practice of cement industry after examining the kiln capacity, cement grinding capacity and other ancillary equipment installed at the plant and the calculations and explanations provided by our management. While such assumptions and estimates may have been based on conservative calculations, actual production capacity, production levels and utilisation rates may still vary from the information of our Cement Plants and mines included in this Red Herring Prospectus or from the historical installed production capacity information of our Cement Plants and mines depending on the product type. Undue reliance should therefore not be placed on our historical installed capacity, actual production and capacity utilisation for our existing manufacturing facilities included in this Red Herring Prospectus. See "***Business - Capacity and Capacity Utilisation***" on page 188.

54. We will not receive any proceeds from the Offer for Sale and the objects of the Fresh Issue for which the funds are being raised are based on management estimates. Any variation in the utilisation of the Net Proceeds would be subject to certain compliance requirements, including prior shareholders' approval.

The Offer includes an offer for sale of Equity Shares aggregating up to ₹ 35,000.00 million by the Promoter Selling Shareholder. The proceeds from the Offer for Sale will be paid to the Promoter Selling Shareholder and we will not receive any such proceeds.

We propose to utilise the Net Proceeds of the Fresh Issue for repayment /prepayment / redemption of certain borrowings availed by us and for general corporate purposes. For further details of the proposed objects of the

Offer, see "***Objects of the Offer***" on page 102. At this stage, we cannot determine with any certainty if we would require the Net Proceeds to meet any other expenditure or fund any exigencies arising out of competitive environment, business conditions, economic conditions or other factors beyond our control. Further, the plans are based on current management estimates and we may revise our management estimates from time to time and consequently our requirements may change. Any variation in the Objects of the Fresh Issue would require shareholders' approval and may involve considerable time or may not be forthcoming and in such an eventuality it may adversely affect our operations or business. In accordance with Section 13(2) and Section 27 of the Companies Act, 2013, we cannot undertake any variation in the utilisation of the Net Proceeds without obtaining the shareholders' approval through a special resolution. In the event of any such circumstances that require us to undertake variation in the disclosed utilisation of the Net Proceeds, we may not be able to obtain the shareholders' approval in a timely manner, or at all. Any delay or inability in obtaining such shareholders' approval may adversely affect our business or operations.

Further, the Promoters would be required to provide an exit opportunity to our Shareholders who do not agree with our proposal to change the objects of the Offer or vary the terms of such contracts, at a price and manner as prescribed under the Companies Act, 2013 and the SEBI ICDR Regulations. Additionally, the requirement on the Promoters to provide an exit opportunity to such dissenting Shareholders may deter the Promoters from agreeing to the variation of the disclosed utilisation of the Net Proceeds. This may restrict our ability to respond to any change in our business or financial condition by re-deploying the unutilised portion of Net Proceeds, if any, or varying the terms of contract, which may adversely affect our business and results of operations.

55. Internal or external fraud or misconduct by our employees could adversely affect our reputation and our results of operations.

We may be subject to instances of fraud and misconduct by our employees which may go unnoticed for certain periods of time before corrective action is taken. Further, we employ third parties for certain operations and accordingly, we are exposed to the risk of theft and embezzlement. Our businesses are accordingly exposed to the risk of fraud, misappropriation or unauthorised acts by our representatives and employees responsible for dealing with our operations. In addition, we may be subject to regulatory or other proceedings in connection with any unauthorised transaction, fraud or misconduct by our representatives and employees, which could adversely affect our goodwill. Any instances of such fraud or misconduct could adversely affect our reputation, business, results of operations and financial condition. Even when we identify instances of fraud and other misconduct and pursue legal recourse or file claims with our insurance carriers, we cannot assure you that we will recover any amounts lost through such fraud or other misconduct.

56. We are dependent on a number of key personnel and other senior personnel, and the loss of or our inability to attract or retain such persons could adversely affect our business, results of operations and financial condition.

We are dependent on the Individual Promoter, the Directors, senior management and other Key Managerial Personnel for setting our strategic business direction and managing our business and the loss of any senior employee and the inability to find an adequate replacement may impair our relationship with key customers and our level of technical expertise, which may adversely affect our business, financial condition, results of operations and prospects. In particular, our Chairman and Key Managerial Personnel have extensive experience in the cement and concrete sector. Should their involvement in our business reduce or should our relationship with these persons deteriorate for any reason in the future, our business, financial condition, results of operations and prospects may be adversely affected. Our ability to meet continued success and future business challenges depends on our ability to attract, recruit and retain experienced, talented and skilled professionals. We cannot assure you that we will be able to retain these employees or find adequate replacements in a timely manner, or at all. We may require a long period of time to hire and train replacement personnel when qualified personnel terminate their employment with us. We may also be required to increase our levels of employee compensation more rapidly than in the past to remain competitive in attracting employees that our business requires. We may not be able to continuously attract or retain such personnel, or retain them on acceptable terms, given the demand for such personnel. Competition for qualified personnel with relevant industry expertise in India is intense and the loss of the services of our key personnel may adversely affect our business, results of operations and financial condition. We cannot assure you that we will be able to retain these employees or find adequate replacements in a timely manner, or at all. Our Company's attrition rate for Fiscals 2021, 2020 and 2019 amounted to 6.02%, 8.57% and 10.02%, respectively. Loss of the services of our permanent employees could adversely affect our business, financial condition and results of operations.

57. We may be unable to adequately protect our intellectual property and may be subject to risks of infringement claims.

Our logo "Nuvoco", and most of our cement and RMX brands like those from the "Duraguard Cement", "Concreto", "Zero M", "Robuste", "Artiste" and "Instamix" series, are registered under the Trade Marks Act, 1999 and these registrations are periodically renewed. Further, we have made copyright applications for "Duraguard Xtra Cement Superset Technology", "Milan" and "Vriddhi" and design applications for bottle shapes. We have been granted a patent "Water Resistant Cement Composition". Further, we have also made patent applications for "Fibre Reinforced Cement Composition", "Cement Mix Composition and the Method of Manufacturing thereof" and "A System for Manufacturing a Homogenous Cement Composition and Method thereof" which are yet to be granted. Following dissociation from the Lafarge group, all registered intellectual property has been transferred into the name of Nuvoco Vistas Corporation Limited. For further information, see "***Business - Intellectual Property Rights***" on page 196. While we have made applications and renewal processes for our brands, we face possible objections from third parties and potential rejection from the trademarks authority with respect to some of our applications. Further, we have initiated certain legal proceedings with respect to infringement of trademarks by third parties. For details, see "***Outstanding Litigation and Material Developments – Litigation involving our Company – Litigation filed by our Company – Material Civil Litigation***" on page 402. There can be no assurance that we will be able to successfully obtain or renew our registration in a timely manner or at all, which may affect our ability to use the brand in the future. We may not be able to prevent infringement of our trademarks and a passing off action may not provide sufficient protection until such time that this registration is granted.

The measures we take to protect our intellectual property include relying on Indian laws and initiating legal proceedings, which may not be adequate to prevent unauthorised use of our intellectual property by third parties. We may also incur significant costs in connection with legal actions relating to such rights. Notwithstanding the precautions we take to protect our intellectual property rights, it is possible that third parties may copy or otherwise infringe on our rights, which may have an adverse effect on our business, results of operations and financial condition. Our failure to detect counterfeiting or imitation of our own brand products and trademarks and to mitigate the adverse impact from such counterfeiting and imitation could result in a decrease in our sales volume or market share.

While we take care to ensure that we comply with the intellectual property rights of others, we cannot determine with certainty whether we are infringing any existing third-party intellectual property rights, which may force us to alter our offerings. We may also be susceptible to claims from third parties asserting infringement and other related claims. If similar claims are raised in the future, these claims could result in costly litigation, divert management's attention and resources, subject us to significant liabilities and require us to enter into potentially expensive royalty or licensing agreements or to cease certain offerings. Any of the foregoing could have an adverse effect on our business, results of operations and financial condition.

58. We have in the past entered into related party transactions and may continue to do so in the future, which may potentially involve conflicts of interest with the equity shareholders.

We have in the past entered into transactions with certain of the Promoters, relatives of the Promoters, Directors, Subsidiary, Group Companies and enterprises over which the Directors have a significant influence. For further information, see "***Financial Statements - 43. Related party relationships, transactions and balances***" on page 320. All such transactions have been conducted on an arm's length basis, in accordance with applicable law and contain commercially reasonable terms, however we cannot assure you that we might have obtained more favorable terms had such transactions been entered into with unrelated parties. Further, it is likely that we may enter into related party transactions in the future.

While we shall conduct all related party transactions post-listing of the Equity Shares subject to the Board's or Shareholders' approval, as applicable, and in compliance with the applicable accounting standards, provisions of Companies Act, 2013, as amended, provisions of the SEBI Listing Regulations and other applicable law, such related party transactions may potentially involve conflicts of interest. The Company will endeavor to duly address such conflicts of interest as and when they may arise. We cannot assure you that these arrangements in the future, or any future related party transactions that we may enter into, individually or in the aggregate, will not have an adverse effect on our business, financial condition, results of operations, cash flows and prospects or may potentially involve any conflict of interest.

59. Our ability to pay dividends in the future will depend on our earnings, financial condition, working capital requirements, capital expenditures and restrictive covenants of our financing arrangements.

We have not declared dividends in Fiscals 2021, 2020 and 2019. We do not have a dividend policy as it is applicable only to the Top 500 equity-listed companies, in accordance with the SEBI Listing Regulations. Our

ability to pay dividends in the future will depend on our earnings, financial condition, cash flow, working capital requirements, capital expenditure and restrictive covenants of our financing arrangements. The declaration and payment of dividends will be recommended by our Board and approved by our Shareholders, at their discretion, subject to the provisions of the Articles of Association and applicable law, including the Companies Act, 2013. Any future determination as to the declaration and payment of dividends will be at the discretion of our Board and will depend on factors that our Board deems relevant, including among others, profits, capital requirements, contractual obligations and restrictions, restrictive covenants in financing arrangements, our overall financial condition and other factors considered relevant by our Board. We may decide to retain all of our earnings to finance the development and expansion of our business or conserve cash to cope with the disruption in our business operations due to COVID-19 pandemic and, therefore, may not declare dividends on our Equity Shares. We cannot assure you that we will be able to pay dividends in the future. Accordingly, realisation of a gain on Shareholders' investments will depend on the appreciation of the price of the Equity Shares.

Further, the Subsidiary may not pay cash dividends on shares that we hold in them. Consequently, we may not receive any return on investments in the Subsidiary.

60. The Individual Promoter and certain of the Directors and senior management personnel have interests in us other than reimbursement of expenses incurred and normal remuneration or benefits. Additionally, the Individual Promoter and certain of the Directors are interested in land and properties acquired by the Company.

The Individual Promoter and certain of the Directors and Key Managerial Personnel may be regarded as having an interest in us other than reimbursement of expenses incurred and normal remuneration or benefits. Certain of the Directors, the Individual Promoter and Key Managerial Personnel may be deemed to be interested to the extent of securities held by them, directly or indirectly, in us. For instance, as on the date of this Red Herring Prospectus, Dr. Karsanbhai K. Patel, the Individual Promoter, holds 7.55% and Mr. Hiren Patel, our Chairman and Non-executive Director, individually holds 2.55%, respectively, of our issued and paid-up Equity Share capital.

Further, Dr. Karsanbhai K. Patel, the Individual Promoter and Mr. Hiren Patel, our Chairman and non-executive Director, have other interests due to the positions they hold (as the shareholders and directors on the board of directors of Nirma Limited, one of the Group Companies) in relation to the transfer and vesting of all the properties pertaining to the cement undertaking of Nirma Limited located at Nimbol in the State of Rajasthan along with limestone mines to our Company, pursuant to the 2020 Scheme. The appointed date of the 2020 Scheme was June 1, 2019 and the effective date of the 2020 Scheme was February 1, 2020. Further, Mr. Hiren Patel has an interest as a shareholder of Constera Realty Private Limited, one of the Group Companies, with respect to office premises located at Ahmedabad, Gujarat acquired by us. We cannot assure you that the Promoters, the Directors and the Key Managerial Personnel, if they are also our shareholders, will exercise their rights as shareholders to our benefit and best interest. For further details, see "***Management - Interest of the Directors***" and "***Management - Interest of the Key Managerial Personnel***" on pages 226 and 237.

61. We may not be able to utilise the proceeds from this Offer in the manner set out in this Red Herring Prospectus in a timely manner or at all.

Our funding requirements and the deployment of the proceeds from this Offer are based on our current business plan and strategy. For further information in relation to the objects of the Offer, see "***Objects of the Offer***" on page 102. Further, the objects of the Offer have not been appraised by any bank or financial institution. While as required under the SEBI Listing Regulations, we will continue to disclose annually our utilisation of the proceeds from the Offer in our annual report, we cannot assure that the current business plan will be implemented in its entirety or at all and accordingly, we may have to revise this from time to time as a result of variations including in the cost structure, changes in estimates and other external factors, which may not be within the control of our management. This may entail rescheduling, revising or cancelling the planned expenditure and fund requirement and increasing or decreasing the expenditure for a particular purpose from its planned expenditure at the discretion of our board.

Accordingly, we may not be able to utilise the proceeds from this Offer in the manner set out in this Red Herring Prospectus in a timely manner or at all.

Any changes in the objects or variation in the terms of contract related to the objects of the Offer, including due to factors or circumstances including competitive and dynamic market conditions, variation in cost structures, changes in estimates due to cost overruns or delays, which may be beyond our control, any such variation in the objects of the Offer would require a special resolution of our Shareholders and in terms of Regulation 59 of the SEBI ICDR Regulations, the Promoters or controlling Shareholders will be required to provide an exit opportunity

to our Shareholders who do not agree to such change or variation, pursuant to Section 27 of the Companies Act, 2013. If our Shareholders should exercise such an exit option, the price of the Equity Shares would be affected, which may in turn impact the value of your investment.

62. We have not incurred certain allocated portions of our profits towards CSR, as required under the Companies Act, 2013.

The Companies Act, 2013 requires that a corporate social responsibility policy be formulated and mandates that the Board of Directors ensure that we spend, in each Fiscal, at least two percent of our average net profits during the three immediately preceding Fiscals. For Fiscals 2021, 2020 and 2019, while we made profits and accordingly allocated a portion of such profits towards CSR activities formulated under our CSR policy, we did not incur the requisite portion of the expenditure towards such activities in Fiscal 2019. In Fiscal 2019, some of the key CSR activities were in the final stage of approval with local administration as these projects were designed to be implemented in partnership with government departments and were pending for approvals with the local administration. Hence, the same were proposed to be implemented in Fiscal 2020. Further, the Company was also in the process of finalising the model for scaling up of livelihood activities across all plant locations and the same was proposed to be implemented in Fiscal 2020. The details with respect to the amount allocated towards CSR activities and our actual expenditure, during Fiscals 2021, 2020 and 2019 are set out below:

(in ₹ million)

Fiscal	Total amount allocated	Actual expenditure
2021	46.92	98.19*
2020	34.80	41.67
2019	50.43	29.50

** Includes amount spent by the Subsidiary amounting to ₹ 37.70 million.*

We may be subject to transfer of any unspent amount towards CSR activities into a separate statutory fund or imposition of penalties under the Companies Act, 2013 from the Ministry of Corporate Affairs, Government of India for any default or non-compliance with the CSR requirements under the Companies Act, 2013, which could adversely affect our cash flows, reputation and business.

63. During the last 12 months preceding the date of this Red Herring Prospectus, we have issued Equity Shares at a price that may be lower than the Offer Price.

We have, in the last 12 months prior to filing this Red Herring Prospectus, issued Equity Shares at a price that could be lower than the Offer Price. For details, see "***Capital Structure - Share Capital History of our Company - Equity Shares issued at a price lower than the Offer Price in the last year***" on page 94. The prices at which Equity Shares were issued by us in the past year should not be taken to be indicative of the Price Band, Offer Price and the trading price of our Equity Shares after listing.

64. A portion of the Net Proceeds may be utilised for repayment, prepayment of credit facilities availed from or redemption of NCDs held by, affiliates of three of the Book Running Lead Managers.

We propose to repay certain loans obtained from Axis Bank Limited, Axis Finance Limited, The Hongkong and Shanghai Banking Corporation Limited and State Bank of India, from the Net Proceeds as disclosed in "***Objects of the Offer***" on page 102. Axis Bank Limited and Axis Finance Limited are affiliates of one of the Book Running Lead Managers, Axis. The Hongkong and Shanghai Banking Corporation Limited is an affiliate of one of the Book Running Lead Managers, HSBC Securities. State Bank of India is an affiliate of one of the Book Running Lead Managers, SBICAP. Further, Axis Bank Limited, Axis Finance Limited, The Hongkong and Shanghai Banking Corporation Limited and State Bank of India are not associates of our Company in terms of the SEBI Merchant Bankers Regulations. Loans and facilities sanctioned to our Company by Axis Bank Limited, Axis Finance Limited, The Hongkong and Shanghai Banking Corporation Limited and State Bank of India are a part of their normal commercial lending activity and we do not believe that there is any conflict of interest under the SEBI Merchant Bankers Regulations, or any other applicable SEBI rules or regulations. Further, the NCDs issued by our Company which are proposed to be redeemed from the Net Proceeds, as disclosed in the "***Objects of the Offer***" on page 102, are listed and traded on the Stock Exchanges and the affiliates of the Book Running Lead Managers may purchase and hold such NCDs at the time of redemption of the NCDs from the Net Proceeds. For details, see "***Objects of the Offer***" on page 102.

RISKS RELATING TO INDIA

65. A slowdown in economic growth in India could cause our business to suffer.

We derive our revenue from our operations in India, accordingly, our performance and the growth of our business are necessarily dependent on the health of the overall Indian economy. A slowdown in the Indian economy could adversely affect the policy of the Government of India towards our industry, which may in turn adversely affect our financial performance and our ability to implement our business strategy.

Further, other factors which may adversely affect the Indian economy are scarcity of credit or other financing in India, resulting in an adverse impact on economic conditions in India and scarcity of financing of our developments and expansions, volatility in, and actual or perceived trends in trading activity on, India's principal stock exchanges, changes in India's tax, trade, fiscal or monetary policies, like political instability, terrorism or military conflict in India or in countries in the region or globally, including in India's various neighboring countries, occurrence of natural or man-made disasters, infectious disease outbreaks or other serious public health concerns, prevailing regional or global economic conditions, including in India's principal export markets, and other significant regulatory or economic developments in or affecting India.

66. Financial instability in other countries may cause increased volatility in Indian financial markets.

The Indian market and the Indian economy are influenced by economic and market conditions in other countries, particularly emerging market countries in Asia. A loss of investor confidence in other emerging market economies or any worldwide financial instability may adversely affect the Indian economy, which could materially and adversely affect our business and results of operations and the market price of the Equity Shares.

Although economic conditions are different in each country, investors' reactions to developments in one country can have adverse effects on the securities of companies in other countries, including India. A loss of investor confidence in the financial systems of other emerging markets may cause increased volatility in Indian financial markets and, indirectly, in the Indian economy in general. Any worldwide financial instability could also have a negative impact on the Indian economy. Financial disruptions may occur again and could harm our business, our future financial performance and the prices of the Equity Shares. The demand for our services is largely dependent on the level of investments and government's spending on civil infrastructure projects in India. Any economic downturn or other factors adversely affecting investments in this sector may result in a decrease in the demand for our services and adversely affect our business, results of operations and financial condition.

Our business depends upon the continued spending by the relevant Government agencies on civil infrastructure projects such as public transportation infrastructure. Various factors would affect, including the nature, scale, location and timing of the Government's public investment plans in the civil infrastructure of India. These factors include the government's policy and priorities regarding different regional economies across India and the general condition and prospects of the overall economy of India. Any significant reduction in the Indian government's budget relating to infrastructure spending, particularly the transportation infrastructure sector, will lead to a decline in revenue arising from a smaller number of projects, lower contract value for our projects and/or a decline in profit margin due to increased competition for available projects. This could have a material and adverse effect on our business, financial position and results of operations.

67. Changing laws, rules and regulations and legal uncertainties, including adverse application of corporate and tax laws, may adversely affect our business, prospects, results of operations and, financial condition.

Our business and financial performance could be adversely affected by changes in law or interpretations of existing, or the promulgation of new, laws, rules and regulations in India applicable to us and our business. There can be no assurance that the central or the state governments may not implement new regulations and policies which will require us to obtain approvals and licenses from the governments and other regulatory bodies or impose onerous requirements and conditions on our operations.

The GAAR took effect on April 1, 2017. The tax consequences of the GAAR provisions being applied to an arrangement could result in the denial of tax benefit, amongst other consequences. In the absence of any precedents on the subject, the application of these provisions is uncertain. If the GAAR provisions are made applicable to us, it may have an adverse tax impact on us.

The Government of India has implemented a comprehensive national GST regime that combines taxes and levies by the Central and State Governments into a unified rate structure. In this regard, the Constitution (One hundred and first Amendment) Act, 2016 enables the Government of India and state governments to introduce GST. Any future increases or amendments may affect the overall tax efficiency of companies operating in India and may result in significant additional taxes becoming payable. If, as a result of a particular tax risk materialising, the tax costs associated with certain transactions turn out to be greater than anticipated, it could affect the profitability of

such transactions. The MoEF has issued a draft of the Environment Impact Assessment Notification, 2020, which is yet to be brought into effect.

Additionally, the Government of India has announced the union budget for Fiscal 2021, pursuant to which the Finance Bill, 2021, has introduced various amendments. The Finance Bill, 2021 received the assent from the President of India on March 28, 2021, and has been enacted as the Finance Act, 2021. As such, there is no certainty on the impact that the Finance Act, 2021 may have on our business and operations or on the industry in which we operate.

Uncertainty in the applicability, interpretation or implementation of any amendment to, or change in, governing law, regulation or policy in the jurisdictions in which we operate, including by reason of an absence, or a limited body, of administrative or judicial precedent may be time consuming as well as costly for us to resolve and may impact the viability of our current business or restrict our ability to grow our business in the future. In addition, we may have to incur capital expenditure to comply with the requirements of any new regulations.

68. It may not be possible for investors to enforce any judgment obtained outside India against us, the Book Running Lead Managers or any of their directors and executive officers in India respectively, except by way of a law suit in India.

The enforcement of civil liabilities by overseas investors in the Equity Shares, including the ability to effect service of process and to enforce judgments obtained in courts outside of India may be adversely affected by the fact that the Company is incorporated under the laws of the Republic of India and all of its executive officers and directors reside in India. As a result, it may be difficult to enforce the service of process upon the Company and any of these persons outside of India or to enforce outside of India, judgments obtained against the Company and these persons in courts outside of India.

India is not a party to any international treaty in relation to the recognition or enforcement of foreign judgments. Recognition and enforcement of foreign judgments is provided for under Section 13, Section 14 and Section 44A of the Code of Civil Procedure, 1908 ("**Civil Code**") on a statutory basis. Section 44A of the Civil Code provides that a certified copy of a decree of any superior court, within the meaning of that Section, in any country or territory outside India which the Government has by notification declared to be in a reciprocating territory, it may be enforced in India by proceedings in execution as if the judgment had been rendered by a district court in India. However, Section 44A of the Civil Code is applicable only to monetary decrees not being in the same nature of amounts payable in respect of taxes, other charges of a like nature or in respect of a fine or other penalties and does not apply to arbitration awards (even if such awards are enforceable as a decree or judgment).

The United Kingdom, United Arab Emirates, Singapore and Hong Kong have been declared by the Government to be reciprocating territories for the purposes of Section 44A of the Civil Code. The United States has not been declared by the Government of India to be a reciprocating territory for the purposes of Section 44A of the Civil Code. A judgment of a court of a country which is not a reciprocating territory may be enforced in India only by a suit upon the judgment under Section 13 of the Civil Code, and not by proceedings in execution. Section 13 of the Civil Code provides that foreign judgments shall be conclusive regarding any matter directly adjudicated upon except: (i) where the judgment has not been pronounced by a court of competent jurisdiction, (ii) where the judgment has not been given on the merits of the case, (iii) where it appears on the face of the proceedings that the judgment is founded on an incorrect view of international law or refusal to recognise the law of India in cases to which such law is applicable, (iv) where the proceedings in which the judgment was obtained were opposed to natural justice, (v) where the judgment has been obtained by fraud, and/ or (vi) where the judgment sustains a claim founded on a breach of any law then in force in India. The suit must be brought in India within three years from the date of judgment in the same manner as any other suit filed to enforce a civil liability in India.

Further, there are considerable delays in the disposal of suits by Indian courts. It may be unlikely that a court in India would award damages on the same basis as a foreign court if an action is brought in India. Furthermore, it may be unlikely that an Indian court would enforce foreign judgments if it viewed the amount of damages awarded as excessive or inconsistent with public policy in India. A party seeking to enforce a foreign judgment in India is required to obtain prior approval from the RBI under FEMA to repatriate any amount recovered pursuant to execution and any such amount may be subject to income tax in accordance with applicable laws. Any judgment or award in a foreign currency would be converted into Indian Rupees on the date of the judgment or award and not on the date of the payment.

69. Inflation in India could have an adverse effect on our profitability and if significant, on our financial condition.

Inflation rates could be volatile, and we may face high inflation in the future as India had witnessed in the past. Increased inflation can contribute to an increase in interest rates and increased costs to our business, including increased costs of transportation, salaries, and other expenses relevant to our business. Further, high inflation leading to higher interest rates may also lead to a slowdown in the economy and adversely impact credit growth. Consequently, we may also be affected and fall short of business growth and profitability. High fluctuations in inflation rates may make it more difficult for us to accurately estimate or control our costs. Any increase in inflation in India can increase our operating expenses, which we may not be able to pass on to our customers, whether entirely or in part, and the same may adversely affect our business and financial condition. In particular, we might not be able to reduce our costs or pass the increase in costs on to our customers. In such case, our business, results of operations, cash flows and financial condition may be adversely affected.

While the Government of India through the RBI has previously initiated economic measures to combat high inflation rates, it is unclear whether these measures will remain in effect, and there can be no assurance that Indian inflation levels will not rise in the future.

70. Rights of shareholders under Indian laws may differ from the laws of other jurisdictions.

Our Articles of Association and Indian law govern our corporate affairs. Indian legal principles related to these matters and the validity of corporate procedures, directors' fiduciary duties and liabilities, and shareholders' rights may differ from those that would apply to a company in another jurisdiction. Shareholders' rights including in relation to class actions, under Indian law may not be as extensive as shareholders' rights under the laws of other countries or jurisdictions. Investors may have more difficulty in asserting their rights as one of our shareholders than as a shareholder of a company in another jurisdiction.

71. Significant differences exist between Ind AS and other accounting principles, such as IFRS and U.S. GAAP, which may be material to investors' assessment of our financial condition.

As required under the SEBI ICDR Regulations, we have prepared the Restated Financial Statements which are included in this Red Herring Prospectus in accordance with Ind AS. Ind AS differs from other accounting principles that prospective investors may be familiar with, such as IFRS and U.S. GAAP.
We have not attempted to quantify the impact of U.S. GAAP or IFRS on the financial data included in this Red Herring Prospectus, nor do we provide a reconciliation of our financial statements to those of U.S. GAAP or IFRS. U.S. GAAP and IFRS differ in significant respects from Ind AS. Accordingly, the degree to which our financial statements, which are included in this Red Herring Prospectus will provide meaningful information is entirely dependent on the reader's level of familiarity with Indian accounting practices. Any reliance by persons not familiar with Indian accounting practices on the financial disclosures presented in this Red Herring Prospectus should accordingly be limited. In addition, some of our competitors may not present their financial statements in accordance with Ind AS and their financial statements may thus not be directly comparable to ours. Reliance should accordingly be limited.

72. Any downgrade of our or India's debt rating by an independent agency may adversely affect our ability to raise financing.

The cost and availability of capital is dependent, among other factors, on our short-term and long-term credit ratings. Ratings reflect a rating agency's opinion of our financial strength, operating performance, strategic position, and ability to meet our obligations. In Fiscal 2019, CRISIL gave our long-term bank loan and NCDs the rating of "CRISIL AA with a stable outlook", which means that we were considered to have a high degree of safety regarding timely servicing of financial obligations and carried a very low credit risk. Our short-term bank loan and commercial papers were rated by CRISIL at "CRISIL A1+", which means that we were considered to have a very strong degree of safety regarding timely payment of financial obligations and carried the lowest credit risk. However, in Fiscal 2020, CRISIL placed the ratings on our borrowings on "Rating Watch with Developing Implications" and reaffirmed the short-term bank facilities and commercial papers at "CRISIL A1+". Currently, the ratings of our long-term borrowings are placed with a negative outlook by CRISIL. Further, in Fiscal 2019 Indian Ratings and Research rated our short-term bank loan and commercial papers at IND A1+, which means that we are considered to have a very strong degree of safety regarding timely payment of financial obligations and carry lowest credit risk. However, in Fiscal 2020, it also placed the ratings for short-term debt on "Rating Watch Evolving". Currently the ratings of short-term are placed with stable outlook by Indian Ratings and Research. Any future performance issues by us or the industry may result in a downgrade of our credit ratings, which may in turn lead to an increase in our borrowing costs and constrain our access to funds and debt markets and, as a result, may adversely affect our business growth. In addition, any downgrade of our credit ratings could result in default under our financing arrangements or lenders imposing additional terms and conditions in any

future financing or refinancing arrangements in the future. Any such adverse development may adversely affect our business operations, future financial performance and the price of our Equity Shares.

Any adverse revisions to India's credit ratings for domestic and international debt by international rating agencies may adversely affect our ability to raise additional financing and the interest rates and other commercial terms at which such additional financing is available. India's sovereign rating is Baa3 with a "negative" outlook (Moody's), BBB-with a "stable" outlook (S&P) and BBB- with a "negative" outlook (Fitch). India's sovereign rating could be downgraded due to various factors, including changes in tax or fiscal policy or a decline in India's foreign exchange reserves, which are outside our control. Any adverse change in India's credit ratings by international rating agencies may adversely impact the Indian economy and consequently our ability to raise additional financing in a timely manner or at all, as well as the interest rates and other commercial terms at which such additional financing is available. This could have an adverse effect on our business and financial performance, ability to obtain financing for capital expenditures and the price of the Equity Shares.

RISKS RELATING TO THE OFFER AND THE EQUITY SHARES

73. Fluctuation in the exchange rate between the Indian Rupee and foreign currencies may have an adverse effect on the value of our Equity Shares, independent of our operating results.

On listing, our Equity Shares will be quoted in Indian Rupees on the Stock Exchanges. Any dividends in respect of our Equity Shares will be paid in Indian Rupees and subsequently converted into the relevant foreign currency for repatriation, if required. Any adverse movement in currency exchange rates during the time that it takes to undertake such conversion may reduce the net dividend to foreign investors. In addition, any adverse movement in currency exchange rates during a delay in repatriating outside India the proceeds from a sale of Equity Shares, for example, because of a delay in regulatory approvals that may be required for the sale of Equity Shares, may reduce the proceeds received by Shareholders. For example, the exchange rate between the Rupee and the U.S. dollar has fluctuated substantially in recent years, in particular has significantly depreciated in the month of March 2020, and may continue to fluctuate substantially in the future, which may have an adverse effect on the trading price of our Equity Shares and returns on our Equity Shares, independent of our operating results.

74. The requirements of being a listed company may strain our resources.

The NCDs issued by our Company are listed on the relevant stock exchanges. As the Equity Shares are not listed, we have not been subject to the increased scrutiny by shareholders, regulators and the public as is associated with an equity listed company. Pursuant to listing, we will incur significant legal, accounting, corporate governance and other expenses. We will be subject to the additional provisions of the SEBI Listing Regulations and the listing agreements to be executed with the Stock Exchanges with respect to the listing of Equity Shares, which will require us to file audited annual and unaudited quarterly reports with respect to our business and financial condition. In the event of experiencing any delays, we may fail to satisfy our reporting obligations and/or we may not be able to readily determine and accordingly report any changes in our results of operations as promptly as other listed companies. In order to ensure the improvement in procedures for internal control over financial reporting and effective disclosure control, attention will be required. As a result, our management's attention may be diverted from other business concerns which would impact our business and operations. We may need to hire additional legal and accounting staff with appropriate experience and technical accounting knowledge, but we cannot assure you that we will be able to do so in a timely and efficient manner. Additionally, we cannot ensure that we will be able to fulfil the requirements of an equity listed company in a timely manner.

75. The Equity Shares have never been publicly traded, and, after the Offer, the Equity Shares may experience price and volume fluctuations, and an active trading market for the Equity Shares may not develop. Further, the price of the Equity Shares may be volatile, and you may be unable to resell the Equity Shares at or above the Offer Price, or at all.

Prior to the Offer, there has been no public market for the Equity Shares, and an active trading market on the Stock Exchanges may not develop or be sustained after the Offer. Listing and quotation does not guarantee that a market for the Equity Shares will develop, or if developed, the liquidity of such market for the Equity Shares. The Offer Price of the Equity Shares is proposed to be determined through a book-building process and may not be indicative of the market price of the Equity Shares at the time of commencement of trading of the Equity Shares or at any time thereafter. The market price of the Equity Shares may be subject to significant fluctuations in response to, among other factors, variations in our operating results, market conditions specific to the industry we operate in, developments relating to India, announcements by us or our competitors of significant acquisitions, strategic alliances, joint operations or capital commitments, announcements by third parties or governmental

entities of significant claims or proceedings against us, changes in the price of oil or gas, changes in environment laws, volatility in the securities markets in India and other jurisdictions, variations in the growth rate of financial indicators, variations in revenue or earnings estimates by research publications, and changes in economic, legal and other regulatory factors.

76. You will not be able to sell immediately on an Indian stock exchange any of the Equity Shares you purchase in the Offer.

The Equity Shares will be listed on the Stock Exchanges. Pursuant to the applicable Indian laws, certain actions must be completed before the Equity Shares can be listed and trading in the Equity Shares may commence. Investors can start trading the Equity Shares Allotted to them only after they have been credited to an investors' "demat" account, become listed and are permitted to trade. Since the Equity Shares are not currently traded on the Stock Exchanges, once the equity shares are traded on the stock exchange, investors will be subject to market risk from the date they pay for the Equity Shares to the date when Equity Shares Allotted are listed and permitted to trade. Investors' book entry, or "demat" accounts with depository participants in India, are expected to be credited within one working day of the date on which the Basis of Allotment is approved by the Stock Exchanges. The Allotment of Equity Shares in this Offer and the credit of such Equity Shares to the applicant's demat account with depository participant could take approximately six Working Days from the Bid Closing Date and trading in the Equity Shares upon receipt of final listing and trading approvals from the Stock Exchanges is expected to commence within six Working Days of the Bid Closing Date. There can be no assurance that the Equity Shares Allotted to an investor will be credited to the investor's demat account in a timely manner or that trading in the Equity Shares will commence in a timely manner. There could be a failure or delay in listing of the Equity Shares on the Stock Exchanges. Any failure or delay in obtaining the approval or otherwise commence trading in the Equity Shares would restrict investors' ability to dispose of their Equity Shares. There can be no assurance that the Equity Shares will be credited to investors' demat accounts, or that trading in the Equity Shares will commence, within the time periods specified in this risk factor. We could also be required to pay interest at the applicable rates if allotment is not made, refund orders are not dispatched or demat credits are not made to investors within the prescribed time periods.

77. You may be restricted in your ability to exercise pre-emptive rights under Indian law and may be adversely affected by future dilution of your ownership position.

Under the Companies Act, 2013, a company having a share capital and incorporated in India must offer its equity shareholders pre-emptive rights to subscribe and pay for a proportionate number of equity shares to maintain their existing ownership percentages before the issuance of any new equity shares, unless the pre-emptive rights have been waived by adoption of a special resolution. However, if the law of the jurisdiction you are in does not permit you to exercise your pre-emptive rights without us filing an offering document or a registration statement with the applicable authority in the jurisdiction you are in, you will be unable to exercise your pre-emptive rights unless we make such a filing. To the extent that you are unable to exercise pre-emptive rights granted in respect of the Equity Shares, your proportional interest in us would be reduced.

78. The Offer Price of the Equity Shares may not be indicative of the market price of the Equity Shares after the Offer.

The Offer Price will be determined by us and the Promoter Selling Shareholder, in consultation with the Book Running Lead Managers, through the Book Building Process, in accordance with applicable prevailing regulations. This price will be determined on the basis of applicable law and various other factors, as described in the section "***Basis for Offer Price***" on page 111, and may not be indicative of the market price for the Equity Shares after the Offer. The market price of the Equity Shares could be subject to significant fluctuations after the Offer, and may decline below the Offer Price. We cannot assure you that you will be able to resell your Equity Shares at or above the Offer Price. There can be no assurance that an active trading market for the Equity Shares will be sustained after this Offer.

79. The trading price of our Equity Shares may be subject to volatility and you may not be able to sell the Equity Shares at or above the Offer Price.

The trading price of our Equity Shares may fluctuate after the Offer due to a variety of factors, including our results of operations and the performance of our business, competitive conditions, general economic, political and social factors, the performance of the Indian and global economy and significant developments in India's fiscal regime, economic liberalisation, deregulation policies and procedures or programs applicable to our business, adverse media reports on us, volatility in the Indian and global securities market, performance of our competitors,

the Indian real estate industry and the perception in the market about investments in the real estate industry, changes in the estimates of our performance or recommendations by financial analysts and announcements by us or others regarding new projects, strategic partnerships, joint ventures, or capital commitments. In addition, if the stock markets in general experience a loss of investor confidence, the trading price of our Equity Shares could decline for reasons unrelated to our business, financial condition or operating results. The trading price of our Equity Shares might also decline in reaction to events that affect other companies in our industry even if these events do not directly affect us. Each of these factors, among others, could adversely affect the price of our Equity Shares.

80. Any future issuance of Equity Shares by us may dilute your shareholding or sales of our Equity Shares by any of our significant shareholders adversely affect the trading price of our Equity Shares.

We may be required to finance our future growth and business requirements through additional securities offerings. Any future issuance of Equity Shares by us could dilute your shareholding. Any such future issuance of our Equity Shares, including sales of our Equity Shares by the Promoters or any of our significant shareholders, may also adversely affect the trading price of our Equity Shares, and may lead to other adverse consequences including difficulty in raising capital through offering of the Equity Shares or incurring additional debt. There can be no assurance that we will not issue further Equity Shares or that the shareholders will not dispose of, pledge, or otherwise encumber their Equity Shares. In addition, any perception by investor that such issuances or sales might occur could also affect the trading price of our Equity Shares.

81. The Promoters and Promoter Group have significant control over us and have the ability to direct our business and affairs, their interests may conflict with the interests of the shareholders.

As on the date of this Red Herring Prospectus, the Promoters and Promoter Group, beneficially hold 100% of our issued and outstanding Equity Shares. After the completion of the Offer, the Promoters along with the Promoter Group will continue to collectively hold substantial shareholding in us. The Promoters will continue to exercise significant influence over our business policies and affairs and all matters requiring shareholders' approval, including the composition of our Board, the adoption of amendments to our constitutional documents, the approval of mergers, strategic acquisitions or joint ventures or the sales of substantially all of our assets, and the policies for dividends, lending, investments and capital expenditures. This concentration of ownership also may delay, defer or even prevent a change in control of us, impede a merger, consolidation, takeover or other business combination of us and may make some transactions more difficult or impossible without the support of these stockholders, even if it is in our best interest. Further, some of our lenders may also require that the Promoters pledge their Equity Shares in order to secure debt availed by us in the future. We cannot assure that the Promoters will be amenable to provide such security in future. The Promoters and members of the Promoter Group may influence the material policies of us in a manner that could conflict with the interests of our other shareholders. We cannot assure you that the Promoters will act to resolve any conflicts of interest in our favor and any such conflict may adversely affect our ability to execute our business strategy or to operate our business.

82. Investors may be subject to stamp duty on transfer and taxes arising out of capital gains on the sale of the Equity Shares.

Under current Indian tax laws, capital gains arising from the sale of equity shares in an Indian company is generally taxable in India. A securities transaction tax ("**STT**") is levied on and collected by an Indian stock exchange on which equity shares are sold. Any gain realised on the sale of listed equity shares held for more than 12 months may be subject to long-term capital gains tax in India at the specified rates depending on certain factors, such as whether the sale is undertaken on or off the stock exchanges, the quantum of gains and any available treaty exemptions. Accordingly, you may be subject to payment of long-term capital gains tax in India, in addition to payment of STT, on the sale of any Equity Shares held for more than 12 months. STT will be levied on and collected by an Indian stock exchange on which the Equity Shares are sold.

Further, any gain realised on the sale of our Equity Shares held for a period of 12 months or less will be subject to short-term capital gains tax in India. While non-residents may claim tax treaty benefits in relation to such capital gains income, Indian tax treaties do not generally limit India's right to impose tax on capital gains arising from the sale of shares of an Indian company.

Further, the Finance Act 2020 ("**Finance Act**"), passed by the Parliament of India stipulates the sale, transfer and issue of certain securities through exchanges, depositories or otherwise to be charged with stamp duty. The Finance Act has also clarified that, in the absence of a specific provision under an agreement, the liability to pay stamp duty in case of sale of certain securities through stock exchanges will be on the buyer, while in other cases

of transfer for consideration through a depository, the onus will be on the transferor. The stamp duty for transfer of certain securities, other than debentures, on a delivery basis is currently specified under the Finance Act at 0.015% and on a non-delivery basis is specified at 0.003% of the consideration amount. These amendments have come into effect from July 1, 2020. Under the Finance Act, any dividends paid by an Indian company will be subject to tax in the hands of the shareholders at applicable rates. Such taxes will be withheld by the Indian company paying dividends. The Government of India has recently announced the union budget for Fiscal 2022, pursuant to which the Finance Act may undergo various amendments. We cannot predict whether any tax laws or other regulations impacting it will be enacted or predict the nature and impact of any such laws or regulations or whether, if at all, any laws or regulations would have a material adverse effect our business, financial condition and results of operations.

83. Foreign investors are subject to foreign investment restrictions under Indian law that limit our ability to attract foreign investors, which may adversely affect the market price of the Equity Shares.

Under the foreign exchange regulations currently in force in India, transfers of our Equity Shares between non-residents and residents and issuances of shares to non-residents by us are freely permitted (subject to certain exceptions), subject to compliance with FEMA and FEMA Rules including pricing guidelines and reporting requirements specified by the RBI. If such issuances or transfers of shares are not in compliance with such requirements or fall under any of the specified exceptions, then prior approval of the RBI will be required.
In addition, shareholders who seek to convert the Indian Rupee proceeds from a sale of Equity Shares in India into foreign currency and repatriate that foreign currency from India will require a no-objection or tax clearance certificate from the income tax authority. Additionally, the Government of India may impose foreign exchange restrictions in certain emergency situations, including situations where there are sudden fluctuations in interest rates or exchange rates, where the Government of India experiences extreme difficulty in stabilising the balance of payments, or where there are substantial disturbances in the financial and capital markets in India. These restrictions may require foreign investors to obtain the Government of India's approval before acquiring Indian securities or repatriating the interest or dividends from those securities or the proceeds from the sale of those securities. There can be no assurance that any approval required from the RBI or any other government agency can be obtained on any particular terms, or at all.

84. The Equity Shares are subject to transfer restrictions.

The Equity Shares that are being offered are not required to be registered under the U.S. Securities Act. Therefore, the Equity Shares may be transferred or resold only in a transaction registered under or exempted from the registration requirements of the U.S. Securities Act and in compliance with any other applicable securities laws. Pursuant to the SEBI ICDR Regulations, for a period of 12 months from the date of Allotment of the Equity Shares in the Offer, QIBs subscribing Equity Shares in the Offer may only sell their Equity Shares on BSE or NSE and may not enter into any off-market trading in respect of these Equity Shares. There is no assurance that the restriction will not have an impact on the price and liquidity of the Equity Shares.

85. There may not be an active or liquid market for our Equity Shares, which may cause the price of the Equity Shares to fall and may limit your ability to sell the Equity Shares.

The price at which the Equity Shares will trade after this Offer will be determined by the marketplace and may be influenced by many factors, including, our financial results and the financial results of the companies in the businesses we operate in, the history of, and the prospects for, our business and the sectors in which we compete, the valuation of publicly traded companies that are engaged in business activities similar to us, and significant developments in India's economic liberalisation and deregulation policies.

The Indian securities markets are smaller and more volatile than securities markets in more developed economies. In addition, the Indian equity share markets have from time to time experienced significant price and volume fluctuations that have affected the market prices for the securities of Indian companies. The Indian stock exchanges have from time to time-imposed restrictions on trading in certain securities, limitations on price movements and margin requirements. The trading price of our Equity Shares might also decline in reaction to events that affect other companies in our industry even if these events do not directly affect us. Each of these factors, among others, could adversely affect the price of our Equity Shares. As a result, investors in the Equity Shares may experience a decrease in the value of the Equity Shares regardless of our operating performance or prospects and may limit your ability to sell the Equity Shares.

86. There are restrictions on daily movements in the price of the Equity Shares, which may adversely affect a shareholder's ability to sell, or the price at which it can sell, the Equity Shares at a particular point in time.

The price of the Equity Shares will be subject to a daily circuit breaker imposed on listed companies by all stock exchanges in India, which does not allow transactions beyond a certain level of volatility in the price of the Equity Shares. This circuit breaker operates independently of the index-based market-wide circuit breakers generally imposed by the SEBI on Indian stock exchanges. The percentage limit on the Company's circuit breaker is set by the stock exchanges based, amongst others, on the historical volatility in the price and trading volume of the Equity Shares. The stock exchanges are not required to, and do not, inform us of the percentage limit of the circuit breaker from time to time, and may change it without the Company's knowledge. This circuit breaker effectively limits upward and downward movements in the price of the Equity Shares. As a result, shareholders' ability to sell the Equity Shares, or the price at which they can sell the Equity Shares, may be adversely affected at a particular point in time.

87. U.S. holders should consider the impact of the passive foreign investment company rules in connection with an investment in our Equity Shares.

A foreign corporation will be treated as a passive foreign investment company ("**PFIC**") for U.S. federal income tax purposes for any taxable year in which either: (i) at least 75% of its gross income is "passive income" or (ii) at least 50% of its gross assets during the taxable year (based on of the quarterly values of the assets during a taxable year) are "passive assets", which generally means that they produce passive income or are held for the production of passive income.

We believe we are likely not a PFIC for the taxable year ended March 31, 2021, and likely will not be a PFIC for the current year and future years. However, no assurance can be given that we will or will not be considered a PFIC in the current or future years. The determination whether or not we are a PFIC is a factual determination that is made annually based on the types of income we earn and the value of our assets.

Further, our PFIC status may also depend on the market price of the Equity Shares, which may fluctuate considerably. Assuming we are considered a PFIC, U.S. holders of Equity Shares would be subject to special rules and a variety of potentially adverse tax consequences under the U.S. Internal Revenue Code of 1986, as amended.

88. Withholding may be imposed on payments on the Equity Shares under the U.S. Foreign Account Tax Compliance Act.

Certain U.S. tax provisions commonly referred to as FATCA may impose 30% withholding on "foreign passthru payments" made by a "foreign financial institution" (an "**FFI**"). Under current guidance, the term "foreign passthru payment" is not defined and it is therefore not clear whether or to what extent payments on the Equity Shares would be considered foreign passthru payments. Withholding on foreign passthru payments would not be required with respect to payments made before the date that is two years after the date of publication in the Federal Register of final regulations defining the term "foreign passthru payment". The United States has entered into an intergovernmental agreement with India ("**IGA**") which potentially modifies the FATCA withholding regime described above. It is not yet clear how the IGA will address foreign passthru payments. Prospective investors in the Equity Shares should consult their tax advisors regarding the potential impact of FATCA, the IGA and any non-U.S. legislation implementing FATCA, on their investment in the Equity Shares.

89. QIBs and Non-Institutional Investors are not permitted to withdraw or lower their Bids (in terms of quantity of Equity Shares or the Bid Amount) at any stage after submitting a Bid.

Pursuant to the SEBI ICDR Regulations, QIBs and Non-Institutional Investors are not permitted to withdraw or lower their Bids (in terms of quantity of Equity Shares or the Bid Amount) at any stage after submitting a Bid. Retail Individual Investors can revise their Bids during the Bid/Offer Period and withdraw their Bids until Bid/Offer Closing Date. While Non-Institutional Investors invest monies belonging to others on their behalf, Retail Individual Investors invest for themselves, usually in brokerage or retirement accounts. While we are required to complete Allotment pursuant to the Offer within six Working Days from the Bid/Offer Closing Date, events affecting the Bidders' decision to invest in the Equity Shares, including material adverse changes in international or national monetary policy, financial, political or economic conditions, our business, results of operation or financial condition may arise between the date of submission of the Bid and Allotment. We may complete the Allotment of the Equity Shares even if such events occur, and such events limit the Bidders' ability to sell the Equity Shares Allotted pursuant to the Offer or cause the trading price of the Equity Shares to decline on listing.

SECTION III - INTRODUCTION

THE OFFER

The following table summarises details of the Offer.

Offer	Up to [●] Equity Shares aggregating up to ₹ 50,000.00 million
The Offer consists of:	
Fresh Issue(1)	Up to [●] Equity Shares aggregating up to ₹ 15,000.00 million
Offer for Sale(2)	Up to [●] Equity Shares aggregating up to ₹ 35,000.00 million
Of which	
A. QIB Category(3)(4)	Not more than [●] Equity Shares
Of which:	
Anchor Investor Portion(4)	Not more than [●] Equity Shares
Balance available for allocation to QIBs other than the Anchor Investor Portion (assuming the Anchor Investor Portion is fully subscribed)	[●] Equity Shares
Of which:	
Available for allocation to Mutual Funds only (5% of the QIB Category (excluding Anchor Investor Portion))	[●] Equity Shares
Balance of QIB Category for all QIBs including Mutual Funds	[●] Equity Shares
B. Non-Institutional Category(3)	Not less than [●] Equity Shares
C. Retail Category(3)	Not less than [●] Equity Shares
Pre-Offer and post-Offer Equity Shares	
Equity Shares outstanding prior to the Offer	[●] Equity Shares
Equity Shares outstanding after the Offer	[●] Equity Shares
Utilisation of Net Proceeds	See "***Objects of the Offer***" on page 102 for information about the use of the Net Proceeds. Our Company will not receive any proceeds from the Offer for Sale.

(1) The Offer has been authorised pursuant to the resolution dated April 7, 2021 passed by the Board and the Fresh Issue has been authorised pursuant to the resolution dated April 7, 2021 passed by the Shareholders.

*(2) The Promoter Selling Shareholder has authorised its participation in the Offer for Sale as stated under "- **Notes**" below. The Equity Shares being offered by the Promoter Selling Shareholder have been held for a period of at least one year immediately preceding the date of this Red Herring Prospectus, or are otherwise eligible for being offered for sale pursuant to the Offer in terms of the SEBI ICDR Regulations.*

(3) Subject to valid Bids being received at or above the Offer Price, in the event aggregate demand in the QIB Category has been met, under-subscription, if any, in any category, except the QIB Category, would be met with spill-over from any other category or categories, as applicable, at the discretion of our Company and the Promoter Selling Shareholder, in consultation with the Book Running Lead Managers and the Designated Stock Exchange, subject to applicable law. Under-subscription, if any, in the QIB Category (excluding the Anchor Investor Portion) will not be allowed to be met with spill-over from other categories or a combination of categories. In case of under-subscription in the Offer, after meeting the minimum subscription requirement of 90% of the Fresh Issue, the balance subscription in the Offer will be met in the following order of priority: (i) such number of Equity Shares will first be transferred from the Offered Shares being offered by the Promoter Selling Shareholder in the Offer for Sale such that 100% of the Offer for Sale portion is subscribed, and (ii) balance portion through Allotment of Equity Shares in the balance Fresh Issue portion.

*(4) Our Company and the Promoter Selling Shareholder, in consultation with the Book Running Lead Managers, may allocate up to 60% of the QIB Category to Anchor Investors on a discretionary basis in accordance with the SEBI ICDR Regulations. One-third of the Anchor Investor Portion shall be reserved for domestic Mutual Funds, subject to valid Bids being received from domestic Mutual Funds at or above the price at which allocation is made to Anchor Investors, which price shall be determined by our Company and the Promoter Selling Shareholder, in consultation with the Book Running Lead Managers. In the event of under-subscription or non-Allotment in the Anchor Investor Portion, the balance Equity Shares in the Anchor Investor Portion shall be added back to the QIB Category. Further, 5% of the QIB Category (excluding the Anchor Investor Portion) shall be available for allocation on a proportionate basis to Mutual Funds only and the remainder of the QIB Category shall be available for allocation on a proportionate basis to all QIBs (other than Anchor Investors), including Mutual Funds, subject to valid Bids being received at or above the Offer Price. In the event the aggregate demand from Mutual Funds is less than as specified above, the balance Equity Shares available for Allotment in the Mutual Fund Portion will be added to the QIB Portion and allocated proportionately to the QIBs (other than Anchor Investors) in proportion to their Bids. For further details, see "**Offer Procedure**" on page 441.*

Notes:

- The Promoter Selling Shareholder has authorised and confirmed inclusion of the Offered Shares as part of the Offer for Sale vide resolution dated April 9, 2021 and consent letter dated July 19, 2021.
- The Offer is being made in terms of Rule 19(2)(b) of the SCRR read with Regulation 31 of the SEBI ICDR Regulations.
- The Offered Shares are eligible to be offered for sale in accordance with Regulation 8 of the SEBI ICDR Regulations. For further information, see "***Capital Structure***" on page 91.
- Our Company will not receive any proceeds from the Offer for Sale.
- The allocation to each Retail Individual Investor shall not be less than the minimum Bid Lot, subject to availability of Equity Shares in the Retail Category and the remaining available Equity Shares if any, shall be allocated on a proportionate basis. Allocation in all categories, except the Anchor Investor Portion and the Retail Category, shall be made on a proportionate basis subject to valid Bids being received at or above the Offer Price, as applicable. For more information, see "***Offer Procedure***" on page 441.

For details, including in relation to grounds for rejection of Bids, refer to "***Offer Procedure***" on page 441. For details of the terms of the Offer, see "***Terms of the Offer***" on page 432.

SUMMARY FINANCIAL INFORMATION

*The summary financial information presented below should be read in conjunction with "**Financial Statements**" and "**Management's Discussion and Analysis of Financial Condition and Results of Operations**" on pages* 250 *and* 357*, respectively.*

RESTATED CONSOLIDATED IND AS SUMMARY STATEMENT OF ASSETS AND LIABILITIES

(All amounts are in ₹ million, unless otherwise stated)

	Particulars	As at March 31, 2021	As at March 31, 2020	As at March 31, 2019
ASSETS				
NON-CURRENT ASSETS				
(a)	Property, plant and equipment	93,241.70	62,207.77	60,645.08
(b)	Capital work-in-progress (net of provision)	12,358.54	6,470.07	6,049.11
(c)	Investment property	5.49	11.92	12.71
(d)	Goodwill	32,784.67	24,438.60	24,438.60
(e)	Other intangible assets	21,090.43	12,026.28	12,762.10
(f)	Right of use asset	3,293.36	1,016.87	1,090.58
(g)	Intangible assets under development	43.72	-	-
(h)	Financial assets			
	(i) Investments	0.50	0.50	0.50
	(ii) Loans	15.05	1.74	2.04
	(iii) Other non-current financial assets	7,874.66	5,790.92	5,805.62
(i)	Income tax assets (net)	1,332.22	1,339.31	1,130.33
(j)	Other non-current assets	1,912.82	1,070.60	634.31
		1,73,953.16	**114,374.58**	**112,570.98**
CURRENT ASSETS				
(a)	Inventories	7,123.74	6,030.24	5,846.75
(b)	Financial assets			
	(i) Investments	3,841.75	-	4,556.01
	(ii) Trade receivables	4,538.91	5,110.38	4,998.63
	(iii) Cash and cash equivalents	4,931.09	2,538.54	982.76
	(iv) Bank balances other than Cash and cash equivalents	346.55	2,570.02	264.33
	(v) Loans	26.62	22.59	14.83
	(vi) Other current financial assets	2,101.46	2,578.36	1,837.74
(c)	Income tax assets (net)	15.60	13.92	125.04
(d)	Other current assets	2,196.82	1,204.59	1,419.96
		25,122.54	**20,068.64**	**20,046.05**
TOTAL ASSETS		**1,99,075.70**	**134,443.22**	**132,617.03**
EQUITY AND LIABILITIES				
EQUITY				
(a)	Equity share capital	3,150.89	2,423.62	2,000.00
(b)	Other equity	70,086.32	50,368.94	47,882.66
		73,237.21	**52,792.56**	**49,882.66**
LIABILITIES				
NON-CURRENT LIABILITIES				
(a)	Financial liabilities			
	(i) Borrowings	55,612.28	29,312.54	33,183.28
	(ii) Other non-current financial liabilities	625.31	527.65	527.65
	(iii) Lease liabilities	890.83	336.42	438.17
(b)	Provisions	814.03	703.11	610.01
(c)	Deferred tax liabilities (net)	18,809.54	14,418.51	13,930.45
(d)	Other non-current liabilities	21.38	-	-
		76,773.37	**45,298.23**	**48,689.56**
CURRENT LIABILITIES				
(a)	Financial liabilities			
	(i) Borrowings	1,977.83	6,613.09	-
	(ii) Trade payables			
	- Due to micro and small enterprises	568.06	120.11	53.35
	- Due to creditors other than micro and small enterprises	8,507.55	7,739.54	7,594.02
	(iii) Other current financial liabilities	27,354.25	15,166.70	18,841.17

	Particulars	As at March 31, 2021	As at March 31, 2020	As at March 31, 2019
	(iv) Lease liabilities	605.69	158.76	133.00
(b)	Other current liabilities	5,740.10	3,338.42	4,265.00
(c)	Provisions	4,311.64	3,215.81	3,158.27
		49,065.12	**36,352.43**	**34,044.81**
TOTAL EQUITY AND LIABILITIES		**1,99,075.70**	**1,34,443.22**	**132,617.03**

Note: The above statement should be read with Significant Accounting Policies forming part of the Restated Consolidated Ind AS Summary Statement in Annexure V, Statement of Restated Adjustment to Consolidated Ind AS Summary Statement in Annexure VI and Notes to Restated Consolidated Ind AS Summary Statement in Annexure VII.

RESTATED CONSOLIDATED IND AS SUMMARY STATEMENT OF PROFIT AND LOSS

(All amounts are in ₹ million, unless otherwise stated)

Particulars	For the year ended March 31,		
	2021	2020	2019
INCOME			
Revenue from operations	74,888.40	67,932.39	70,521.34
Other income	338.53	367.05	537.54
Total Income	**75,226.93**	**68,299.44**	**71,058.88**
EXPENSES			
Cost of materials consumed	10,322.96	12,738.21	13,974.04
Purchase of stock in trade	476.03	175.56	125.54
Changes in inventories of finished goods, work- in-progress and stock-in-trade	1,268.74	(613.62)	347.17
Power and fuel	13,563.36	12,256.30	13,741.32
Freight and forwarding charges	20,294.18	17,761.39	19,832.11
Employee benefits expense	4,820.37	4,046.16	3,811.26
Finance costs	6,640.29	4,192.21	4,569.34
Depreciation and amortisation expense	7,937.87	5,278.77	4,979.00
Other expenses	9,537.75	8,596.95	9,513.09
Total expenses	**74,861.55**	**64,431.93**	**70,892.87**
Restated profit before tax	**365.38**	**3,867.51**	**166.01**
Tax expenses:			
1. Current tax	464.72	896.21	642.09
2. Deferred tax	272.95	476.50	(11.37)
3. Tax expense relating to earlier years	(113.10)	2.25	(199.83)
Total tax expense	**624.57**	**1,374.96**	**430.89**
Restated profit/ (loss) for the year	**(259.19)**	**2,492.55**	**(264.88)**
Restated Other Comprehensive Income /(Loss)			
Items that will not be reclassified to profit or loss			
i. Re-measurement gains/ (losses) of post-employment defined benefit plans	45.76	(46.72)	(24.62)
ii. Income tax related to above	(16.47)	16.35	8.76
	29.29	**(30.37)**	**(15.86)**
Restated Other Comprehensive Income /(Loss) for the year (net of tax)	**29.29**	**(30.37)**	**(15.86)**
Restated Total Comprehensive Income /(Loss) for the year	**(229.90)**	**2,462.18**	**(280.74)**
Restated earnings per equity share (Face value of Rs 10 each)			
Basic & Diluted (Rs)	(0.82)	10.28	(1.09)

Note: The above statement should be read with Significant Accounting Policies forming part of the Restated Consolidated Ind AS Summary Statement in Annexure V, Statement of Restated Adjustment to Consolidated Ind AS Summary Statement in Annexure VI and Notes to Restated Consolidated Ind AS Summary Statement in Annexure VII.

RESTATED CONSOLIDATED IND AS SUMMARY STATEMENT OF CASH FLOWS

(All amounts are in ₹ million, unless otherwise stated)

Particulars	For the year ended March 31,		
	2021	2020	2019
(A) CASH FLOW FROM OPERATING ACTIVITIES			
Restated profit before tax:	365.38	3,867.51	166.01
Adjustments for:			
Depreciation and Amortisation Expense	7,937.87	5,278.77	4,979.00
Net gain on foreign currency transaction and translation	(28.44)	(5.14)	(7.73)
Provision for bad/doubtful debts and advances	177.45	131.27	122.97
Provision for indirect taxes and litigations	160.80	132.92	143.59
Provision/liabilities no longer required, written back	(474.88)	(62.93)	(477.18)
Net (gain)/loss on sale of Property, Plant & Equipment and Right of use assets	(63.29)	33.95	(4.78)
Gain on sale of current investments	(67.37)	(198.96)	(262.71)
Fair value gain on financial instruments at fair value through profit or loss	(1.62)	-	(32.05)
Gain on sale of Investment property	(2.12)	-	-
Interest income on bank deposits	(94.40)	(28.14)	(16.47)
Interest income on others	(28.07)	(82.55)	(172.62)
Finance costs	6,640.29	4,192.21	4,569.34
Operating profit before working capital adjustments	**14,521.60**	**13,258.91**	**9,007.37**
Adjustments for working capital :			
(Increase)/Decrease in Inventories	1,369.19	(183.49)	(288.82)
(Increase)/Decrease in trade and other receivables	304.84	(243.29)	(891.01)
(Increase)/Decrease in loans and advances and other non-current assets	812.92	(504.94)	(475.76)
(Decrease)/Increase in trade / other payables, provisions and other liability	557.69	(1,077.08)	1,413.81
	17,566.24	**11,250.11**	**8,765.59**
Income tax paid	(392.62)	(1,002.38)	(164.60)
NET CASH FLOW FROM OPERATING ACTIVITIES	**17,173.62**	**10,247.73**	**8,600.99**
(B) CASH FLOW FROM INVESTING ACTIVITIES			
Payment for purchase and construction of property, plant and equipment	(5,516.58)	(5,694.77)	(5,808.27)
Proceeds from disposal of Investment property, plant and equipment and Investment property	44.00	-	-
(Investment in)/Proceeds from Fixed Deposits (Net)	2,611.87	(2,300.00)	-
Investment in subsidiary	(22,712.32)	-	-
Purchase of current investments	(42,495.10)	(43,375.05)	(29,040.00)
Proceeds from sale of current investments	38,696.30	48,130.03	33,222.43
Loans & advances (given)/ received during the year	(15.20)	(7.46)	(5.25)
Interest received	145.96	145.84	145.01
NET CASH FLOW USED IN INVESTING ACTIVITIES	**(29,241.07)**	**(3,101.41)**	**(1,486.08)**
(C) CASH FLOW FROM FINANCING ACTIVITIES			
Share/CCD issue expenses	(497.34)	(8.84)	-
Repayment of long term borrowings	(53,199.71)	(12,500.00)	(11,500.00)
Proceeds from long term borrowings	53,288.04	10,300.00	7,500.00
Proceeds from Issue of equity shares	16,000.00	-	-
Proceeds from Issue of compulsory convertible debentures	5,000.00	-	-
Fund receipt on account of business combination	-	399.09	1,528.80
Short term borrowing (Net)	743.59	-	-
Repayment of lease liabilities	(632.10)	(201.24)	(148.02)
Interest paid	(6,505.47)	(3,579.55)	(3,849.08)
NET CASH FLOW FROM/(USED) IN FINANCING ACTIVITIES	**14,197.01**	**(5,590.54)**	**(6,468.30)**
Net increase/(decrease) in cash and cash equivalents (A+B+C)	**2,129.56**	**1,555.78**	**646.61**
Cash and cash equivalents at the beginning of the year	2,538.54	982.76	336.15
Additions through business combination	262.99	-	-
Cash and cash equivalents at the end of the year	**4,931.09**	**2,538.54**	**982.76**

Particulars	For the year ended March 31,		
	2021	2020	2019
Reconciliation of Cash and Cash equivalents with the statement of assets and liabilities			
Cash and Bank Balances as per statement of assets and liabilities			
Bank balances (including bank deposits)	4,910.43	2,537.09	917.68
Cheques/drafts on hand	20.22	0.65	64.44
Cash on hand	0.44	0.80	0.64
Cash and cash equivalents at the end of the year	**4,931.09**	**2,538.54**	**982.76**

Note: The above statement should be read with Significant Accounting Policies forming part of the Restated Consolidated Ind AS Summary Statement in Annexure V, Statement of Restated Adjustment to Consolidated Ind AS Summary Statement in Annexure VI and Notes to Restated Consolidated Ind AS Summary Statement in Annexure VII.

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GENERAL INFORMATION

Our Company was originally incorporated on February 8, 1999 as a private limited company under the Companies Act, 1956, with the name "Infra Cement India Private Limited" in Mumbai. Pursuant to the investment in our Company by the erstwhile shareholders in the year 1999 and the resolution dated May 19, 1999 passed by the Shareholders, the name of our Company was changed to "Lafarge India Private Limited", and a fresh certificate of incorporation was issued upon the change of name by the RoC on May 25, 1999. Pursuant to Section 43A(1) of the Companies Act, 1956, our Company became a deemed public limited company with effect from November 2, 1999 and the certificate of incorporation of our Company was endorsed by the RoC to that effect, and this was noted in the resolution dated December 3, 1999 passed by the Board. Subsequently, pursuant to the resolution dated April 16, 2003 passed by the Shareholders, the status of our Company was changed from deemed public limited company to private limited company in terms of Section 43A(2A) of the Companies Act, 1956. Accordingly, our Company became a private limited company with effect from April 16, 2003 and the certificate of incorporation of our Company was endorsed by the RoC to that effect. Thereafter, pursuant to the resolution dated February 26, 2016 passed by the Shareholders, our Company was once again converted to a public limited company resulting in the change of name to "Lafarge India Limited" and a fresh certificate of incorporation was issued by the RoC on March 12, 2016. Pursuant to divestment by the erstwhile shareholders in our Company in the year 2016 and the resolution dated March 8, 2017 passed by the Shareholders, the name of our Company was changed to "Nuvoco Vistas Corporation Limited" and a fresh certificate of incorporation was issued by the RoC on March 10, 2017. For details of the change in the name and the registered office of our Company, see "***History and Certain Corporate Matters***" on page 209.

Registration number: 118229

CIN: U26940MH1999PLC118229

Registered and Corporate Office
Equinox Business Park
Tower 3, East Wing, 4th Floor
LBS Marg, Kurla (West)
Mumbai - 400 070
Maharashtra, India

Address of the Registrar of Companies

Our Company is registered with the RoC, located at the following address:

Registrar of Companies
100, Everest, Marine Drive
Mumbai - 400 002
Maharashtra, India
Tel: +91 22 2281 2627

Board of Directors

The details regarding the Board as on the date of this Red Herring Prospectus is set forth below:

Name and Designation	DIN	Address
Mr. Hiren Patel *Designation:* Chairman and Non-executive Director	00145149	S No. 821 Nima Farm, opposite YMCA Club, Sarkhej Gandhinager Road, Ahmedabad - 380 054, Gujarat, India
Mr. Jayakumar Krishnaswamy *Designation:* Managing Director	02099219	A/1401, Ideal Apartments CHS, Gulmohar Road, Juhu, Mumbai - 400 049, Maharashtra, India
Mr. Kaushikbhai Patel *Designation:* Non-executive Director	00145086	5, Tapas Bungalow, near Setu Bunglow, opposite Rivera - 11, Vejalpur, Ahmedabad - 380 051, Gujarat, India
Mr. Berjis Desai *Designation:* Independent Director	00153675	Flat no. 801, 12th Floor, 9A Residences, Bomanji Petit Road, Cumballa Hill, Mumbai - 400 026, Maharashtra, India

Name and Designation	DIN	Address
Mrs. Bhavna Doshi *Designation:* Independent Director	00400508	C-191, 19th Floor, Grand Paradi, August Kranti Marg, Kemps Corner, Mumbai - 400 036, Maharashtra, India
Mr. Achal Bakeri *Designation:* Independent Director	00397573	415, Opp. Nehru Foundation, Bodakdev, Ahmedabad - 380 054, Gujarat, India

For brief profiles and further details in respect of the Directors, see "***Management***" on page 221.

Company Secretary and Compliance Officer

Mrs. Shruta Sanghavi is the Company Secretary and Compliance Officer of our Company. Her contact details are as follows:

4th Floor, East Wing
Tower 3, Equinox Business Park
Off Bandra- Kurla Complex, LBS Marg, Kurla (West)
Mumbai - 400 079
Maharashtra, India
Tel: +91 22 6630 6511
E-mail: investor.relations@nuvoco.com

Statutory Auditors

MSKA & Associates, Chartered Accountants
602, Floor 6, Raheja Titanium
Western Express Highway, Geetanjali, Railway Colony
Ram Nagar, Goregaon (E)
Mumbai - 400 063
Maharashtra, India
Tel: +91 22 3358 9700
E-mail: siddharthiyer@bdo.in
Peer Review No.: 013267
Firm Registration No.:105047W

Changes in statutory auditors

There has been no change in the statutory auditors of our Company during the last three years.

Book Running Lead Managers

ICICI Securities Limited
ICICI Centre, H.T. Parekh Marg
Churchgate, Mumbai - 400 020
Maharashtra, India
Tel: +91 22 2288 2460
E-mail: nuvoco.ipo@icicisecurities.com
Website: www.icicisecurities.com
Investor grievance E-mail:
customercare@icicisecurities.com
Contact person: Mr. Sameer Purohit / Mr. Rupesh Khant
SEBI Registration No: INM000011179

Axis Capital Limited
1st Floor, Axis House
C-2, Wadia International Centre
P. B. Marg, Worli, Mumbai - 400 025
Maharashtra, India
Tel: +91 22 4325 2183
E-mail: nvcl.ipo@axiscap.in
Website: www.axiscapital.co.in
Investor grievance E-mail:
complaints@axiscap.in
Contact Person: Mr. Pratik Pednekar
SEBI Registration No: INM000012029

HSBC Securities and Capital Markets (India) Private Limited
52/60, Mahatma Gandhi Road
Fort, Mumbai - 400 001
Maharashtra, India
Tel: +91 22 2268 5555
E-mail: nuvocoipo@hsbc.co.in
Website: www.business.hsbc.co.in/en-gb/in/generic/ipo-open-offer-and-buyback
Investor grievance e-mail: investorgrievance@hsbc.co.in
Contact Person: Ms. Sanjana Maniar / Mr. Dhananjay Sureka
SEBI Registration No.: INM000010353

J.P. Morgan India Private Limited
J.P. Morgan Tower, Off. C.S.T. Road
Kalina, Santacruz (East)
Mumbai - 400 098
Maharashtra, India
Tel: +91 22 6157 3000
E-mail: nuvoco_ipo@jpmorgan.com
Website: www.jpmipl.com
Investor grievance e-mail:
investorsmb.jpmipl@jpmorgan.com
Contact Person: Mr. Saarthak K. Soni
SEBI Registration No.: INM000002970

SBI Capital Markets Limited
202, Maker Tower 'E'
Cuffe Parade
Mumbai 400 005
Maharashtra, India
Tel: +91 22 2217 8300
E-mail: nuvoco.ipo@sbicaps.com
Website: www.sbicaps.com
Investor grievance e-mail:
investor.relations@sbicaps.com
Contact Person: Mr. Karan Savardekar / Mr. Gaurav Mittal
SEBI Registration No.: INM000003531

Statement of *inter se* allocation of responsibilities among the Book Running Lead Managers

The responsibilities and co-ordination by the Book Running Lead Managers for various activities in this Offer are as follows:

S. No.	Activity	Responsibility	Coordinator
1.	Capital structuring, due diligence of the Company including its operations/management/business plans/legal etc. Drafting and design of the Draft Red Herring Prospectus, Red Herring Prospectus, Prospectus, abridged prospectus and application form. The BRLMs shall ensure compliance with stipulated requirements and completion of prescribed formalities with the Stock Exchanges, RoC and SEBI including finalisation of Prospectus and RoC filing	I-Sec, Axis Capital, HSBC Securities, JP Morgan, SBICAP	I-Sec
2.	Drafting and approval of all statutory advertisement	I-Sec, Axis Capital, HSBC Securities, JP Morgan, SBICAP	I-Sec
3.	Drafting and approval of all publicity material other than statutory advertisement as mentioned above including corporate advertising, brochure, etc. and filing of media compliance report	I-Sec, Axis Capital, HSBC Securities, JP Morgan, SBICAP	HSBC Securities
4.	Appointment of intermediaries - Registrar to the Offer and advertising agency, including coordination of all agreements to be entered into with such intermediaries	I-Sec, Axis Capital, HSBC Securities, JP Morgan, SBICAP	I-Sec
5.	Appointment of intermediaries - Monitoring agency, Banker(s) to the Offer, Sponsor Bank, printer and other intermediaries, including coordination of all agreements to be entered into with such intermediaries	I-Sec, Axis Capital, HSBC Securities, JP Morgan, SBICAP	Axis Capital
6.	Preparation of road show presentation and frequently asked questions	I-Sec, Axis Capital, HSBC Securities, JP Morgan, SBICAP	JP Morgan
7.	International institutional marketing of the Offer, which will cover, *inter alia*: • Finalising the list and division of investors for one-to-one meetings; and • Finalising road show and investor meeting schedule	I-Sec, Axis Capital, HSBC Securities, JP Morgan, SBICAP	HSBC Securities

S. No.	Activity	Responsibility	Coordinator
8.	Domestic institutional marketing of the Offer, which will cover, *inter alia*: • Marketing strategy; • Finalising the list and division of investors for one-to-one meetings; and • Finalising road show and investor meeting schedule	I-Sec, Axis Capital, HSBC Securities, JP Morgan, SBICAP	I-Sec
9.	Retail and non-institutional marketing of the Offer, which will cover, *inter alia*, • Finalising media, marketing and public relations strategy including list of frequently asked questions at retail road shows; • Finalising conferences for brokers, etc.; • Follow-up on distribution of publicity and Offer material including application form, the Prospectus and deciding on the quantum of the Offer material; and • Finalising collection centres Formulating strategies for marketing to Non-Institutional Investors	I-Sec, Axis Capital, HSBC Securities, JP Morgan, SBICAP	Axis Capital
10.	Coordination with Stock Exchanges for book building software, bidding terminals, mock trading, payment of 1% security deposit, anchor coordination, anchor CAN and intimation of anchor allocation	I-Sec, Axis Capital, HSBC Securities, JP Morgan, SBICAP	JP Morgan
11.	Managing the book and finalisation of pricing in consultation with the Company	I-Sec, Axis Capital, HSBC Securities, JP Morgan, SBICAP	JP Morgan
12.	Post-Offer activities, which shall involve essential follow-up with Bankers to the Offer and SCSBs to get quick estimates of collection and advising Company about the closure of the Offer, based on correct figures, finalisation of the basis of allotment or weeding out of multiple applications, listing of instruments, dispatch of certificates or demat credit and refunds, payment of STT on behalf of the Selling Shareholders and coordination with various agencies connected with the post-Offer activity such as Registrar to the Offer, Banker(s) to the Offer, Sponsor Bank, SCSBs including responsibility for underwriting arrangements, as applicable. Coordinating with Stock Exchanges and SEBI for submission of all post-Offer reports including the initial and final post-Offer report to SEBI, release of 1% security deposit post closure of the Offer	I-Sec, Axis Capital, HSBC Securities, JP Morgan, SBICAP	SBICAP

Syndicate Members

Investec Capital Services (India) Private Limited
1103-04, 11th Floor
B Wing, Parinee Crescenzo
Bandra Kurla Complex
Mumbai - 400 051
Maharashtra, India
Tel: +91 22 6849 7400
E-mail: kunal.naik@investec.co.in
Website: www.investec.com
Contact Person: Mr. Kunal Naik
SEBI Registration No.: INZ000007138

SBICAP Securities Limited
Marathon Futurex, 12th Floor
B-Wing, Unit 1201
N. M. Joshi Marg Lower Parel
Mumbai - 400 013
Maharashtra, India
Tel: +91 22 6854 5555
E-mail: archana.dedhia@sbicapsec.com
Website: www.sbismart.com
Contact Person: Ms. Archana Dedhia
SEBI Registration No.: INZ000200032

Indian Legal Counsel to the Company and the Promoter Selling Shareholder

Shardul Amarchand Mangaldas & Co
24th Floor, Express Towers
Nariman Point
Mumbai - 400 021
Maharashtra, India
Tel: +91 22 4933 5555

Indian Legal Counsel to the Book Running Lead Managers

Trilegal
Peninsula Business Park
17th Floor, Tower B
Ganpat Rao Kadam Marg
Lower Parel (West)
Mumbai - 400 013
Maharashtra, India
Tel: +91 22 4079 1000

International Legal Counsel to the Offer

Clifford Chance
Clifford Chance Pte Ltd
12 Marina Boulevard, 25th Floor
Marina Bay Financial Centre Tower 3
Singapore - 018 982
Tel: +65 6410 2200

Registrar to the Offer

Link Intime India Private Limited
C-101, 1st Floor, 247 Park
L. B. S. Marg, Vikhroli West
Mumbai - 400 083
Maharashtra, India
Tel: +91 22 4918 6200
E-mail: nuvoco.ipo@linkintime.co.in
Investor grievance E-mail: nuvoco.ipo@linkintime.co.in
Website: www.linkintime.co.in
Contact Person: Shanti Gopalkrishnan

Bankers to the Company

Axis Bank Limited
2nd Floor, 3rd Eye One Building
Panchvati Cross Road, Off C. G. Road
Ahmedabad - 380 006
Gujarat, India
Tel: +91 79 6614 7121/ +91 79 6614 7108
Website: www.axisbank.com
Contact Person: Mr. Vishrut Bavishi/ Mr. Manan Bhatt
E-mail: vishrut.bavishi@axisbank.com/ manan.bhatt@axisbank.com

Standard Chartered Bank
Abhijeet II, Ground Floor
Near Mithakhali Six Roads
Ahmedabad - 380 006
Gujarat, India
Tel: +91 98253 00885
Website: www.sc.com/in
Contact Person: Mr. Pradeep Bhatt
E-mail: pradeep.bhatt@sc.com

The Hongkong and Shanghai Banking Corporation Limited
35 - 47, Mardia Plaza, C. G. Road
Ahmedabad - 380 006
Gujarat, India
Tel: 079 - 4020 4704
Website: www.hsbc.co.in
Contact Person: Mr. Vivek Agarwal
E-mail: vivek.j.agarwal@hsbc.co.in

YES Bank Limited
ONE International Center, Tower II, 15th Floor
Senapati Bapat Marg, Elphinstone (W)
Mumbai - 400 013
Maharashtra, India
Tel: +91 88841 23826
Website: www.yesbank.in
Contact Person: Mr. Ritesh Jain
E-mail: ritesh.jain2@yesbank.in

BNP Paribas
1 North Avenue, Maker Maxity
Bandra Kurla Complex, Bandra (East)
Mumbai - 400 051
Maharashtra, India
Tel: + 91 22 6196 4000
Website: www.bnpparibas.co.in/en/bnp-paribas/about-us-2-2/
Contact Person: Mr. Prashant Nariajoshi
E-mail: prashant.nariajoshi@asia.bnpparibas.com

Kotak Mahindra Bank Limited
7th Floor B - Wing
Venus Amadeus
Jodhpur Cross Roads
Ahmedabad - 380 015
Gujarat, India
Tel: + 91 079 6716 8755
Website: NA
Contact Person: Mr. Niraj Shah
E-mail: niraj.shah@kotak.com

State Bank of India
CCG Branch Ahmedabad
58 Shrimali Society
Navrangpura
Ahmedabad
Gujarat, India
Tel: + 91 76000 50891
Website: www.sbi.co.in
Contact Person: Mr. Prakash Parmar
E-mail: sbi.04152@sbi.co.in / amt1.cagahd@sbi.co.in

Escrow Collection Bank, Public Offer Bank and Refund Bank

Axis Bank Limited
34, Aderbad CHSL
Babulnath Road
Mumbai - 400 007
Maharashtra, India
Tel: + 91 9167010041
E-mail: chowpatty.branchhead@axisbank.com
Website: www.axisbank.com
Contact Person: Mr. Royceton D Cunha
SEBI Registration No.: INBI00000017

Sponsor Bank

Axis Bank Limited
34, Aderbad CHSL
Babulnath Road
Mumbai - 400 007
Maharashtra, India
Tel: + 91 9167010041
E-mail: chowpatty.branchhead@axisbank.com
Website: www.axisbank.com
Contact Person: Mr. Royceton D Cunha
SEBI Registration No.: INBI00000017

Self-Certified Syndicate Banks

The list of SCSBs notified by SEBI for the ASBA process is available at http://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognised=yes, or at such other website as may be prescribed by SEBI from time to time. A list of the Designated SCSB Branches with which an ASBA Bidder (other than a RII using the UPI Mechanism), not Bidding through Syndicate/Sub Syndicate or through a Registered Broker, RTA or CDP may submit the Bid cum Application Forms, is available at https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=34, or at such other websites as may be prescribed by SEBI from time to time.

SCSBs and mobile applications enabled for UPI Mechanism

In accordance with SEBI Circular No. SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28, 2019 and SEBI Circular No. SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019, Retail Individual Investors Bidding using the UPI Mechanism may apply through the SCSBs and mobile applications whose names appears on the website of the SEBI (https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=40) and (https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=43) respectively, as updated from time to time.

Syndicate SCSB Branches

In relation to Bids (other than Bids by Anchor Investor) submitted to a member of the Syndicate, the list of branches of the SCSBs at the Specified Locations named by the respective SCSBs to receive deposits of Bid cum Application Forms from the members of the Syndicate is available on the website of the SEBI (https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=35) and updated from time to time. For more information on such branches collecting Bid cum Application Forms from the Syndicate at Specified Locations, see the website of the SEBI at https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=35 as updated from time to time.

Registered Brokers

Bidders can submit ASBA Forms in the Offer using the stock broker network of the stock exchange, i.e. through the Registered Brokers at the Broker Centres. The list of the Registered Brokers, including details such as postal address, telephone number and e-mail address, is provided on the websites of the Stock Exchanges at https://www.bseindia.com/ and https://www.nseindia.com, as updated from time to time.

Registrar and Share Transfer Agents

The list of the RTAs eligible to accept ASBA Forms at the Designated RTA Locations, including details such as address, telephone number and e-mail address, is provided on the websites of the Stock Exchanges at https://www.bseindia.com/Static/PublicIssues/RtaDp.aspx and http://www.nseindia.com/products/content/equities/ipos/asba_procedures.htm, respectively, as updated from time to time.

Collecting Depository Participants

The list of the CDPs eligible to accept ASBA Forms at the Designated CDP Locations, including details such as name and contact details, is provided on the websites of the Stock Exchanges at https://www.bseindia.com/Static/PublicIssues/RtaDp.aspx and http://www.nseindia.com/products/content/equities/ipos/asba_procedures.htm, respectively, as updated from time to time.

Grading of the Offer

No credit rating agency registered with SEBI has been appointed for grading of the Offer.

Appraising Entity

None of the objects for which the Net Proceeds will be utilised have been appraised by any agency.

Monitoring Agency

Our Company has appointed Axis Bank Limited as the Monitoring Agency for monitoring the utilisation of the Net Proceeds from the Fresh Issue in accordance with Regulation 41 of the SEBI ICDR Regulations.

Axis Bank Limited
34, Aderbad CHSL
Babulnath Road
Mumbai - 400 007
Mahrashtra, India
Tel: + 91 9167010041
Website: www.axisbank.com

Contact Person: Mr. Royceton D Cunha
E-mail: chowpatty.branchhead@axisbank.com
SEBI Registration No.: INBI00000017

As required under the SEBI Listing Regulations, the Audit Committee appointed by the Board shall monitor the utilisation of the proceeds of the Offer. We will disclose the utilisation of the proceeds of the Offer under a separate head along with details, if any, in relation to all such proceeds of the Offer that have not been utilised thereby also indicating investments, if any, of such unutilised proceeds of the Offer in our balance sheet for the relevant Fiscals.

Expert

Except as stated below, our Company has not obtained any expert opinions:

Our Company has received written consent dated July 30, 2021 from the Statutory Auditors, MSKA & Associates, Chartered Accountants to include their name as required under Section 26(5) of the Companies Act, 2013 read with the SEBI ICDR Regulations in this Red Herring Prospectus as an "expert" as defined under Section 2(38) of the Companies Act, 2013 to the extent and in their capacity as a statutory auditor and in respect of their (i) examination report dated July 24, 2021 on the Restated Financial Statements; and (ii) their report dated July 29, 2021 on the Statement of Tax Benefits in this Red Herring Prospectus, and (iii) assurance report dated July 3, 2021 on the Proforma Financial Statements and such consent has not been withdrawn as on the date of this Red Herring Prospectus.

Our Company has received written consent dated July 30, 2021 from S K Patodia & Associates, independent chartered accountants, to include their name in this Red Herring Prospectus as an "expert" as defined under Section 2(38) read with Section 26(5) of the Companies Act, 2013 in respect of their certificates in connection with the Offer. The consent has not been withdrawn as of the date of this Red Herring Prospectus.

Our Company has received written consent dated July 17, 2021 from Mr. S.K. Bhatia, independent chartered engineer to include their name in this Red Herring Prospectus as an "expert" as defined under Section 2(38) read with Section 26(5) of the Companies Act, 2013 in respect of their certificate dated July 17, 2021. The consent has not been withdrawn as of the date of this Red Herring Prospectus.

Credit rating

As the Offer is of Equity Shares, credit rating is not required.

Trustees

As the Offer is of Equity Shares, the appointment of trustees is not required.

Filing of this Red Herring Prospectus

A copy of the Draft Red Herring Prospectus was filed electronically on the SEBI's online portal and at cfddil@sebi.gov.in, in accordance with the instructions issued by SEBI on March 27, 2020, in relation to "Easing of Operational Procedure -Division of Issues and Listing -CFD"

A copy of this Red Herring Prospectus, along with the documents required to be filed, will be delivered for registration to the RoC in accordance with Section 32 of the Companies Act, 2013, and a copy of the Prospectus required to be filed under Section 26 of the Companies Act, 2013 will be delivered for registration to the RoC situated at the address mentioned below/ through the electronic portal at: http://www.mca.gov.in/mcafoportal/loginvalidateuser.do:

The Registrar of Companies

Maharashtra, Mumbai
100, Everest, Marine Drive
Mumbai - 400 002
Maharashtra, India

Book Building Process

Book building, in the context of the Offer, refers to the process of collection of Bids from investors on the basis of this Red Herring Prospectus and the Bid cum Application Forms within the Price Band. The Price Band will be determined by our Company and the Promoter Selling Shareholder, in consultation with the Book Running Lead Managers, and advertised in all editions of The Financial Express (a widely circulated English national daily newspaper), all editions of Jansatta (a widely circulated Hindi national daily newspaper) and all editions of Navshakti (a widely circulated Marathi national daily newspaper, Marathi being the regional language of Maharashtra where the Registered and Corporate Office is located), at least two Working Days prior to the Bid/Offer Opening Date and shall be made available to the Stock Exchanges for the purposes of uploading on their respective websites. Pursuant to the Book Building Process, the Offer Price shall be determined by our Company and the Promoter Selling Shareholder, in consultation with the Book Running Lead Managers after the Bid/Offer Closing Date. For details, see "***Offer Procedure***" on page 441.

All Bidders, except Anchor Investors, are mandatorily required to use the ASBA process for participating in the Offer by providing details of their respective ASBA Account in which the corresponding Bid Amount will be blocked by SCSBs. In addition to this, the Retail Individual Investors may participate through the ASBA process by either (a) providing the details of their respective ASBA Account in which the corresponding Bid Amount will be blocked by SCSBs, or (b) through the UPI Mechanism. Anchor Investors are not permitted to participate in the Offer through the ASBA process.

In accordance with the SEBI ICDR Regulations, QIBs and Non-Institutional Investors are not allowed to withdraw or lower the size of their Bids (in terms of the quantity of the Equity Shares or the Bid Amount) at any stage. Retail Individual Investors (subject to the Bid Amount being up to ₹ 200,000) can revise their Bids during the Bid/Offer Period and withdraw their Bids on or before the Bid/Offer Closing Date. Further, Anchor Investors cannot withdraw their Bids after the Anchor Investor Bid/ Offer Period. Allocation to the Anchor Investors will be on a discretionary basis.

For further details on the method and procedure for Bidding and book building procedure, see "***Offer Structure***" and "***Offer Procedure***" on pages 438 and 441, respectively.

The Book Building Process under the SEBI ICDR Regulations and the Bidding process are subject to change from time to time. Investors are advised to make their own judgment about an investment through this process prior to submitting a Bid.

Investors should note the Offer is also subject to: (i) obtaining final listing and trading approvals of the Stock Exchanges, which our Company shall apply for after Allotment, and (ii) filing of the Prospectus with the RoC.

Underwriting Agreement

After the determination of the Offer Price and allocation of Equity Shares but prior to the filing of the Prospectus with the RoC, our Company and the Promoter Selling Shareholder will enter into an Underwriting Agreement with the Underwriters for the Equity Shares proposed to be offered through the Offer. The extent of underwriting obligations and the Bids to be underwritten by each Book Running Lead Manager shall be as per the Underwriting Agreement. Pursuant to the terms of the Underwriting Agreement, the obligations of the Underwriters will be several and will be subject to certain conditions to closing, as specified therein.

The Underwriting Agreement is dated [●]. The Underwriters have indicated their intention to underwrite the following number of Equity Shares:

This portion has been intentionally left blank and will be filled in before filing of the Prospectus with the RoC.

Name, address, telephone and e-mail of the Underwriters	Indicative Number of Equity Shares to be Underwritten	Amount Underwritten *(in ₹ million)*
[●]	[●]	[●]
[●]	[●]	[●]
[●]	[●]	[●]
[●]	[●]	[●]
[●]	[●]	[●]
[●]	[●]	[●]
[●]	[●]	[●]

The abovementioned amounts are provided for indicative purposes only and will be finalised after the pricing and actual allocation and subject to the provisions of Regulation 40(2) of the SEBI ICDR Regulations.

In the opinion of the Board of Directors (based on representations made to our Company by the Underwriters), the resources of the Underwriters are sufficient to enable them to discharge their respective underwriting obligations in full. The Underwriters are registered with SEBI under Section 12(1) of the SEBI Act or registered as brokers with the Stock Exchanges. The Board of Directors, at its meeting held on [●], has accepted and entered into the Underwriting Agreement mentioned above on behalf of our Company.

Allocation among the Underwriters may not necessarily be in proportion to their underwriting commitments set forth in the table above. Notwithstanding the above table, the Underwriters shall be severally responsible for ensuring payment with respect to Equity Shares allocated to investors procured by them in accordance with the Underwriting Agreement. In the event of any default in payment, the respective Underwriter, in addition to other obligations defined in the Underwriting Agreement, will also be required to procure subscriptions for/subscribe to Equity Shares to the extent of the defaulted amount in accordance with the Underwriting Agreement.

The Underwriting Agreement has not been executed as on the date of this Red Herring Prospectus and our Company and the Promoter Selling Shareholder intend to enter into an Underwriting Agreement with the Underwriters after the determination of the Offer Price and allocation of Equity Shares, but prior to filing the Prospectus with the RoC.

CAPITAL STRUCTURE

The share capital of our Company, as on the date of this Red Herring Prospectus, is set forth below.

(in ₹, except share data)

	Particulars	Aggregate nominal value (₹)	Aggregate value at Offer Price* (₹)
A)	**AUTHORISED SHARE CAPITAL[(1)]**		
	7,801,110,000 Equity Shares of face value of ₹ 10 each	78,011,100,000	-
	1,000,000,000 Preference Shares of face value of ₹ 10 each	10,000,000,000	-
B)	**ISSUED, SUBSCRIBED AND PAID-UP SHARE CAPITAL AS OF THE DATE OF THIS RED HERRING PROSPECTUS**		
	330,840,364 Equity Shares of face value of ₹ 10 each	3,308,403,640	-
C)	**ISSUED, SUBSCRIBED AND PAID-UP SHARE CAPITAL BEFORE THE OFFER**		
	330,840,364 Equity Shares of face value of ₹ 10 each	3,308,403,640	-
D)	**PRESENT OFFER IN TERMS OF THIS RED HERRING PROSPECTUS**		
	Offer of [●] Equity Shares of face value of ₹ 10 each	[●]	[●]
	Of which:		
	Fresh Issue of [●] Equity Shares of face value of ₹ 10 each[(2)]	[●]	[●]
	Offer for Sale of up to [●] Equity Shares of face value of ₹ 10 each[(3)]	[●]	[●]
E)	**ISSUED, SUBSCRIBED AND PAID-UP SHARE CAPITAL AFTER THE OFFER**		
	[●] Equity Shares of face value of ₹ 10 each	[●]	[●]
F)	**SECURITIES PREMIUM ACCOUNT**		
	Before the Offer		41,756,049,319.30
	After the Offer		[●]

**To be included upon finalisation of the Offer Price.*

1) *For details in relation to the changes in the authorised share capital of our Company in the last 10 years, see "**History and Certain Corporate Matters - Amendments to the Memorandum of Association**" on page 210.*

2) *The Offer has been authorised by the Board pursuant to a resolution passed at its meeting held on April 7, 2021 and authorised by the Shareholders pursuant to their resolution dated April 7, 2021.*

3) *The Promoter Selling Shareholder has specifically confirmed and authorised its participation in the Offer for Sale. For details, see "**The Offer**" and "**Other Regulatory and Statutory Disclosures**" on pages 74 and 419, respectively.*

Notes to capital structure

1. Share capital history of our Company

(a) History of the Equity Share capital of our Company

The following table sets forth the history of the Equity Share capital of our Company.

Date of allotment/cancellation of Equity Shares	Number of Equity Shares allotted	Face value per Equity Share (₹)	Issue price per Equity Share (₹)	Reason/nature of allotment	Nature of consideration
February 8, 1999	2	10	10	Initial subscription to the Memorandum of Association[(1)]	Cash
March 30, 1999	200	10	10	Further issue[(2)]	Cash
November 2, 1999	78,999,798	10	10	Further issue[(3)]	Cash
November 29, 1999	170,456,338	10	10	Further issue[(4)]	Cash
December 26, 2000	36,240,000	10	10	Further issue [(5)]	Cash
January 13, 2001	98,133,333	10	30	Further issue[(6)]	Cash
January 16, 2001	18,533,333	10	30	Further issue[(7)]	Cash
March 25, 2002	13,333,334	10	30	Further issue[(8)]	Cash
February 15, 2008	(244,027,936)	10	Not applicable	Cancellation pursuant to the 2008 Scheme [(9)]	Not applicable
February 25, 2008	244,027,936	10	Not applicable	Further issue pursuant to the 2008 Scheme [(9)]	Other than cash

Date of allotment/cancellation of Equity Shares	Number of Equity Shares allotted	Face value per Equity Share (₹)	Issue price per Equity Share (₹)	Reason/nature of allotment	Nature of consideration
March 22, 2011	(23,333,336)	10	Not applicable	Buy-back(10)	Cash
July 15, 2013	64,049,776	10	218.58	Further issue(11)	Cash
April 19, 2017	(456,412,778)	10	Not applicable	Cancellation pursuant to the 2017 Scheme (12)	Not applicable
April 27, 2017	150,000,000	10	Not applicable	Further issue pursuant to the 2017 Scheme(13)	Other than cash
February 19, 2019	50,000,000	10	Not applicable	Conversion of CCDs to Equity Shares(14)	Other than cash
February 7, 2020	42,361,787	10	Not applicable	Further issue pursuant to the 2020 Scheme(15)	Other than cash
June 8, 2020	54,545,455	10	220	Rights issue(16)	Cash
July 22, 2020	18,181,819	10	220	Rights issue(17)	Cash
July 24, 2021	15,751,303	10	Not applicable	Conversion of Kotak CCDs to Equity Shares(18)	Other than cash

(1) One Equity Share was each allotted to Mr. Sharadchandra Abhyankar and Mr. Nikhilesh Panchal.

(2) 200 Equity Shares were allotted to Lafarge India Holding Limited (formerly, Infra India Holding Private Limited).

(3) 58,999,798 Equity Shares were allotted to Lafarge India Holding Private Limited and 20,000,000 Equity Shares allotted to Housing Development Finance Corporation Limited.

(4) 148,787,938 Equity Shares were allotted to Lafarge India Holding Limited, 20,367,450 Equity Shares allotted to Indus East Holding Limited and 1,300,950 Equity Shares allotted to Sutter Hill Investments Mauritius Limited.

(5) 36,240,000 Equity Shares were allotted to Lafarge India Holding Limited.

(6) 98,133,333 Equity Shares were allotted to State of Wisconsin Investment Board.

(7) 18,533,333 Equity Shares were allotted to Financiere Lafarge.

(8) 13,333,334 Equity Shares were allotted to Housing Development Finance Corporation Limited.

(9) Pursuant to the 2008 Scheme, the paid-up share capital of our Company was cancelled and reduced by 244,027,936 Equity Shares with respect to the Equity Shares held by Lafarge India Holding Private Limited in our Company. Pursuant to the 2008 Scheme, 244,027,936 Equity Shares allotted to Financiere Lafarge.

(10) Buy-back of 11,666,000 Equity Shares from HDFC Investments Limited and 11,667,336 Equity Shares from Housing Development Finance Corporation Limited on a proportionate basis at a price of ₹ 134.20 per Equity Share.

(11) 64,049,776 Equity Shares were allotted to Paris Cement Investment Holdings Limited.

*(12) Pursuant to the 2017 Scheme, the paid-up share capital of our Company was cancelled and reduced by 456,412,778 Equity Shares held by Nirchem Cement Limited in our Company. For details, see "**History and Certain Corporate Matters - Scheme of Amalgamation of Nirchem Cement Limited with our Company**" on page 214.*

(13) 149,999,994 Equity Shares were allotted to Nirma Limited and one Equity Share each allotted to Mr. Suketu Shah, Mr. Paresh Sheth, Mr. Satish Shah, Mr. Ajay Khushu, Mr. Sharad Shrimali and Mr. Vatsal Vaishnav as nominees of Nirma Limited.

(14) 50,000,000 Equity Shares were allotted to Nirma Limited pursuant to conversion of CCDs in the ratio of 500 Equity Shares for every one CCD held.

*(15) Pursuant to the 2020 Scheme, 24,984,351 Equity Shares allotted to Dr. Karsanbhai K. Patel held jointly with Mrs. Shantaben Patel, 29 Equity Shares allotted to Mrs. Shantaben Patel, 8,313,982 Equity Shares allotted to Mr. Rakesh Patel, 8,452,227 Equity Shares allotted to Mr. Hiren Patel, 331,528 Equity Shares allotted to Mrs. Keyuriben Patel held jointly with Mr. Rakesh Patel, 279,641 Equity Shares allotted to Mrs. Rajalben Patel held jointly with Mr. Hiren Patel and 29 Equity Shares allotted to Mr. Dhruvil Patel. For details, see "**History and Certain Corporate Matters - Scheme of Arrangement of Nirma Limited with our Company**" on page 213.*

(16) 54,545,455 Equity Shares were allotted to Niyogi Enterprise Private Limited.

(17) 18,181,819 Equity Shares were allotted to Niyogi Enterprise Private Limited.

(18) 15,751,303 Equity Shares were allotted to Kotak Special Situations Fund pursuant to conversion of Kotak CCDs at a conversion price of ₹ 317.43 per CCD.

(b) Preference share capital of our Company

Our Company does not have any outstanding preference shares as on the date of the filing of this Red Herring Prospectus.

(c) Equity Shares issued for consideration other than cash

Our Company has not issued Equity Shares for consideration other than cash since its incorporation, except as set out below.

Date of allotment/cancellation of Equity Shares	Number of Equity Shares allotted	Face value per Equity Share (₹)	Issue price per Equity Share (₹)	Nature of allotment	Nature of consideration
February 25, 2008	244,027,936	10	Not applicable	Further issue pursuant to the 2008 Scheme(1)	Other than cash
April 27, 2017	150,000,000	10	Not applicable	Further issue pursuant to the 2017 Scheme(2)	Other than cash
February 19, 2019	50,000,000	10	Not applicable	Conversion of CCDs to Equity Shares(3)	Other than cash
February 7, 2020	42,361,787	10	Not applicable	Further issue pursuant to the 2020 Scheme(4)	Other than cash
July 24, 2021	15,751,303	10	Not applicable	Conversion of Kotak CCDs to Equity Shares(5)	Other than cash

(1) Pursuant to the 2008 Scheme, 244,027,936 Equity Shares allotted to Financiere Lafarge.

(2) Pursuant to the 2017 Scheme, 149,999,994 Equity Shares allotted to Nirma Limited and one Equity Share each allotted to Mr. Suketu Shah, Mr. Paresh Sheth, Mr. Satish Shah, Mr. Ajay Khushu, Mr. Sharad Shrimali and Mr. Vatsal Vaishnav as nominees of Nirma Limited.

(3) 50,000,000 Equity Shares allotted to Nirma Limited pursuant to conversion of CCDs in the ratio of 500 Equity Shares for every one CCD held.

*(4) Pursuant to the 2020 Scheme, 24,984,351 Equity Shares allotted to Dr. Karsanbhai K. Patel held jointly with Mrs. Shantaben Patel, 29 Equity Shares allotted to Mrs. Shantaben Patel, 8,313,982 Equity Shares allotted to Mr. Rakesh Patel, 8,452,227 Equity Shares allotted to Mr. Hiren Patel, 331,528 Equity Shares allotted to Mrs. Keyuriben Patel held jointly with Mr. Rakesh Patel, 279,641 Equity Shares allotted to Mrs. Rajalben Patel held jointly with Mr. Hiren Patel and 29 Equity Shares allotted to Mr. Dhruvil Patel. For details, see "**History and Certain Corporate Matters - Scheme of Arrangement of Nirma Limited with our Company**" on page 213.*

(5) 15,751,303 Equity Shares were allotted to Kotak Special Situations Fund pursuant to conversion of Kotak CCDs at a conversion price of ₹ 317.43 per CCD.

Except for the benefits from synergies by aligning operations of various entities pursuant to various schemes of amalgamation/arrangement, no benefits were accrued to our Company for Equity Shares issued for consideration other than cash.

(d) Equity shares issued out of revaluation reserves

Our Company has not issued Equity Shares out of revaluation reserves since its incorporation.

(e) Equity Shares issued pursuant to a scheme of arrangement

Except as stated below, our Company has not allotted Equity Shares pursuant to any scheme approved under Sections 391 to 394 of the Companies Act 1956 or Sections 230 to 232 of the Companies Act, 2013, as applicable:

S. No.	Details of the scheme of arrangement/demerger	Number of Equity Shares allotted
1.	2008 Scheme	244,027,936

S. No.	Details of the scheme of arrangement/demerger	Number of Equity Shares allotted
2.	2017 Scheme	150,000,000
3.	2020 Scheme	42,361,787

For details with respect to the 2017 Scheme and the 2020 Scheme, see "***History and Certain Corporate Matters - Details regarding material acquisitions or divestments of business/undertakings, mergers, amalgamation, any revaluation of assets, etc. in the last 10 years***" on page 213.

(f) Equity Shares issued under employee stock option schemes

As on the date of this Red Herring Prospectus, our Company has not made any issuance of Equity Shares under any employee stock option scheme.

(g) Equity Shares issued at a price lower than the Offer Price in the last year

Except as disclosed below, our Company has not issued Equity Shares during a period of one year preceding the date of this Red Herring Prospectus at a price lower than the Offer Price:

Date of allotment/cancellation of Equity Shares	Number of Equity Shares allotted	Face value per Equity Share (₹)	Issue price per Equity Share (₹)	Nature of allotment	Nature of consideration
July 24, 2021	15,751,303	10	Not applicable	Conversion of Kotak CCDs to Equity Shares(1)	Other than cash

(1) 15,751,303 Equity Shares were allotted to Kotak Special Situations Fund pursuant to conversion of Kotak CCDs at a conversion price of ₹ 317.43 per CCD.

2. The shareholding pattern

Set forth below is the shareholding pattern of our Company as on the date of this Red Herring Prospectus.

Category (I)	Category of the Shareholder (II)	No. of Shareholders (III)	No. of fully paid up equity shares held (IV)	No. of partly paid-up equity shares held (V)	No. of shares underlying Depository Receipts (VI)	Total No. shares held (VII) = (IV)+(V)+(VI)	Shareholding as a % of total no. of shares (calculated as per SCRR, 1957) As a % of (A+B+C2) (VIII)	No. of Voting Rights held in each class of securities (IX)		No. of shares Underlying Outstanding convertible securities (including Warrants) (X)	Shareholding as a % assuming full conversion of convertible securities (as a % of diluted share capital (XI)=(VII)+(X) as a % of (A+B+C2)	Number of Locked in shares (XII)		Number of shares pledged or otherwise encumbered (XIII)		Number of equity shares held in dematerialised form (XIV)
								No. of Voting Rights (X)	Total as a % of total voting rights			No. (a)	As a % of total shares held (b)	No. (a)	As a % of total shares held (b)	
								Total								
(A)	**Promoters & Promoter Group**	10	315,089,061	-	-	315,089,061	95.24	315,089,061	95.24	-	-	-	-	-	-	315,089,061
(B)	**Public**	1	15,751,303	-	-	15,751,303	4.76	15,751,303	4.76	-	-	-	-	-	-	15,751,303
(C)	**Non-Promoter-Non-Public**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(1)	**Shares underlying Custodian/Depository Receipts**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(2)	**Shares held by Employee Trust**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total (A)+(B)+(C)	11	330,840,364	-	-	330,840,364	100	330,840,364	100	-	-	-	-	-	-	330,840,364

3. **Details of equity shareholding of the major Shareholders of our Company**

(a) Set forth below are details of the Shareholders holding 1% or more of the paid-up share capital of our Company, as on the date of this Red Herring Prospectus:

S. No.	Shareholder	Number of Equity Shares of face value of ₹ 10 each held	Percentage of Equity Share capital held (%)
1.	Niyogi Enterprise Private Limited*	272,727,274	82.43
2.	Dr. Karsanbhai K. Patel	24,984,351	7.55
3.	Kotak Special Situations Fund	15,751,303	4.76
4.	Mr. Hiren Patel**	8,452,127	2.55
5.	Mr. Rakesh Patel**	8,313,882	2.51
	Total	**330,228,937**	**99.82**

** Includes one Equity Share each held by Mr. Suketu Shah, Mr. Paresh Sheth, Mr. Manan Shah, Mr. Ajay Khushu, Mr. Sharad Shrimali and Mr. Vatsal Vaishnav as nominees of Niyogi Enterprise Private Limited.*

*** Excludes shareholding jointly held with relatives.*

(b) Set forth below are details of the Shareholders holding 1% or more of the paid-up share capital of our Company, as of 10 days prior to the date of this Red Herring Prospectus:

S. No.	Shareholder	Number of Equity Shares of face value of ₹ 10 each held	Percentage of Equity Share capital held (%)
1.	Niyogi Enterprise Private Limited*	272,727,274	86.56
2.	Dr. Karsanbhai K. Patel	24,984,351	7.93
3.	Mr. Hiren Patel**	8,452,127	2.68
4.	Mr. Rakesh Patel**	8,313,882	2.64
	Total	**314,477,634**	**99.81**

** Includes one Equity Share each held by Mr. Suketu Shah, Mr. Paresh Sheth, Mr. Manan Shah, Mr. Ajay Khushu, Mr. Sharad Shrimali and Mr. Vatsal Vaishnav as nominees of Niyogi Enterprise Private Limited.*

*** Excludes shareholding jointly held with relatives.*

(c) Set forth below are details of the Shareholders holding 1% or more of the paid-up share capital of our Company, as of one year prior to the date of this Red Herring Prospectus:

S. No.	Shareholder	Number of Equity Shares of face value of ₹ 10 each held	Percentage of Equity Share capital held (%)
1.	Niyogi Enterprise Private Limited*	272,727,274	86.56
2.	Dr. Karsanbhai K. Patel jointly with Mrs. Shantaben Patel	24,984,351	7.93
3.	Mr. Hiren Patel**	8,452,227	2.68
4.	Mr. Rakesh Patel**	8,313,982	2.64
	Total	**314,477,834**	**99.81**

** Includes one Equity Share each held by Mr. Suketu Shah, Mr. Paresh Sheth, Mr. Satish Shah, Mr. Ajay Khushu, Mr. Sharad Shrimali and Mr. Vatsal Vaishnav as nominees of Niyogi Enterprise Private Limited.*

*** Excludes shareholding jointly held with relatives.*

(d) Set forth below are details of the Shareholders holding 1% or more of the paid-up share capital of our Company, as of two years, prior to the date of this Red Herring Prospectus:

S. No.	Shareholder	No. of Equity Shares of face value of ₹ 10 each held	Percentage of Equity Share capital held (%)
1.	Niyogi Enterprise Private Limited	140,000,000	70.00
2.	Nirma Limited*	60,000,000	30.00
	Total	**200,000,000**	100.00

** Includes one Equity Share each held by Mr. Suketu Shah, Mr. Paresh Sheth, Mr. Satish Shah, Mr. Ajay Khushu, Mr. Sharad Shrimali and Mr. Vatsal Vaishnav as nominees of Nirma Limited.*

4. **Details of equity shareholding of the Promoters and members of the Promoter Group in our Company**

As on the date of this Red Herring Prospectus, the Promoters, Niyogi Enterprise Private Limited and Dr. Karsanbhai K. Patel hold 297,711,625 Equity Shares, constituting 89.99% of the issued, subscribed and paid-up Equity Share capital of our Company. The details regarding the Promoters' shareholding is set forth below.

(a) Build-up of the Promoters' shareholding in our Company

The details regarding the Promoters' shareholding since incorporation of our Company is set forth in the table below:

Date of allotment/transfer	Nature of acquisition /transaction	No. of Equity Shares	Nature of consideration	Face value per equity share (₹)	Issue/sale/ /purchase price per equity share (₹)	Percentage of pre-Offer Equity Share capital (%)	Percentage of post-Offer Equity Share capital (%)
(A) Niyogi Enterprise Private Limited							
April 30, 2019	Acquired from Nirma Limited	140,000,000	Cash	10	205	42.32	[●]
January 7, 2020*	Acquired from Nirma Limited	60,000,000	Cash	10	220	18.14	[●]
June 8, 2020	Rights issue	54,545,455	Cash	10	220	16.49	[●]
July 22, 2020	Rights issue	18,181,819	Cash	10	220	5.50	[●]
(A) Sub-Total*		**272,727,274**	**-**	**-**	**-**	**82.43**	[●]
(B) Dr. Karsanbhai K. Patel							
February 7, 2020	Further issue pursuant to the 2020 Scheme	24,984,351	Other than cash	10	Not applicable	7.55	[●]
(B) Sub-Total		**24,984,351**	**-**	**-**	**-**	**7.55**	**[●]**
Grand Total (A + B)*		**297,711,625**	**-**	**-**	**-**	**89.99**	[●]

** Includes one Equity Share each held by Mr. Suketu Shah, Mr. Paresh Sheth, Mr. Manan Shah, Mr. Ajay Khushu, Mr. Sharad Shrimali and Mr. Vatsal Vaishnav as nominees of Niyogi Enterprise Private Limited.*

All the Equity Shares held by the Promoters were fully paid-up on the respective dates of allotment or acquisition, as the case may be, of such Equity Shares.

As on the date of this Red Herring Prospectus, none of the Equity Shares held by the Promoters are pledged.

(b) Equity shareholding of the Promoters, members of the Promoter Group and directors of the Corporate Promoter

Set forth below is the equity shareholding of the Promoters, members of the Promoter Group, the directors of the Corporate Promoter as on the date of this Red Herring Prospectus:

S. No.	Name of the Shareholder	Pre-Offer		Post-Offer	
		No. of Equity Shares	Percentage of Equity Share capital held (%)	No. of Equity Shares	Percentage of Equity Share capital held (%)
A.	**Promoters**				
1.	Niyogi Enterprise Private Limited*	272,727,274	82.43	[●]	[●]
2.	Dr. Karsanbhai K. Patel	24,984,351	7.55	[●]	[●]

S. No.	Name of the Shareholder	Pre-Offer		Post-Offer	
		No. of Equity Shares	Percentage of Equity Share capital held (%)	No. of Equity Shares	Percentage of Equity Share capital held (%)
	Total*	**297,711,625**	**89.99**	[●]	[●]
B.	**Promoter Group**				
1.	Mr. Hiren Patel**	8,452,127	2.55	[●]	[●]
2.	Mr. Rakesh Patel**	8,313,882	2.51	[●]	[●]
3.	Mrs. Rajalben H. Patel jointly with Mr. Hiren Patel	279,641	0.08	[●]	[●]
4.	Mrs. Keyuriben R. Patel jointly with Mr. Rakesh Patel	331,528	0.10	[●]	[●]
5.	Mr. Hemil H. Patel***	100	0.00	[●]	[●]
6.	Mr. Rakesh Patel jointly with Mrs. Keyuri R. Patel and Mr. Dev R. Patel	100	0.00	[●]	[●]
7.	Mrs. Shantaben K. Patel	29	0.00	[●]	[●]
8.	Mr. Dhruvil H. Patel	29	0.00	[●]	[●]
	Total	**17,377,436**	**5.25**	[●]	[●]
C.	**Directors of Niyogi Enterprise Private Limited**				
1.	Dr. Karsanbhai K. Patel	24,984,351	7.55	[●]	[●]
2.	Mr. Rakesh Patel**	8,313,882	2.51	[●]	[●]
3.	Mr. Hiren Patel**	8,452,127	2.55	[●]	[●]
	Total	**41,750,360**	**12.62**	[●]	[●]

** Includes one Equity Share each held by Mr. Suketu Shah, Mr. Paresh Sheth, Mr. Manan Shah, Mr. Ajay Khushu, Mr. Sharad Shrimali and Mr. Vatsal Vaishnav as nominees of Niyogi Enterprise Private Limited.*

*** Excludes shareholding jointly held with relatives.*

**** Shareholding held by Mr. Hemil H. Patel, a minor, under the guardianship of Mr. Hiren Patel.*

(c) Details of Promoters' contribution and lock-in requirements

Pursuant to Regulation 14 and Regulation 16(1)(a) of the SEBI ICDR Regulations, an aggregate of 20% of the fully diluted post-Offer Equity Share capital of our Company held by the Promoters shall be considered as minimum promoters' contribution and locked-in for a period of three years from the date of Allotment ("**Minimum Promoters' Contribution**").

In this regard, details of the Equity Shares to be locked-in for three years from the date of Allotment as Minimum Promoters' Contribution are set forth in the table below:

Name of the Promoter	Date of allotment/acquisition of Equity Shares*	Number of Equity Shares locked-in	Nature of transaction	No. of Equity Shares(1)(2)	Face value per Equity Share (₹)	Issue/acquisition price per Equity Share (₹)	Percentage of the pre-Offer paid-up capital (%)	Percentage of the post-Offer paid-up capital (%)
[●]	[●]	[●]	[●]	[●]	10	[●]	[●]	[●]
[●]	[●]	[●]	[●]	[●]	10	[●]	[●]	[●]
Total		[●]					[●]	[●]

** Subject to finalisation of the Basis of Allotment.*

(1) All the Equity Shares were fully paid-up on the respective dates of allotment or acquisition, as the case may be, of such Equity Shares.

(2) For a period of three years from the date of Allotment.

The Promoters have given consent to include such number of Equity Shares held by them as may constitute 20% of the fully diluted post-Offer Equity Share capital of our Company as the Minimum Promoters' Contribution. The Promoters have agreed not to sell, transfer, charge, pledge or otherwise

encumber in any manner, the Minimum Promoters' Contribution from the date of this Red Herring Prospectus, until the expiry of the lock-in period specified above, or for such other time as required under the SEBI ICDR Regulations, except as may be permitted, in accordance with the SEBI ICDR Regulations.

The Minimum Promoters' Contribution has been brought in to the extent of not less than the specified minimum lot and from the persons defined as "promoter" under the SEBI ICDR Regulations. Our Company undertakes that the Equity Shares that are being locked-in are not, and will not be, ineligible for computation of Minimum Promoters' Contribution in terms of Regulation 15 of the SEBI ICDR Regulations.

In this regard, we confirm the following:

(i) The Equity Shares offered for Minimum Promoters' Contribution do not include Equity Shares acquired in the three immediately preceding years (a) for consideration other than cash, and by revaluation of assets or by capitalisation of intangible assets, or (b) pursuant to bonus issue of Equity Shares out of revaluation reserves or unrealised profits of our Company or bonus issued of Equity Shares against Equity Shares which are otherwise ineligible for computation of Minimum Promoters' Contribution;

(ii) The Minimum Promoters' Contribution does not include Equity Shares acquired during the immediately preceding one year at a price lower than the price at which the Equity Shares are being offered to the public in the Offer;

(iii) Our Company has not been formed by the conversion of a partnership firm or a limited liability partnership firm into a company and hence, no Equity Shares have been issued in the one year immediately preceding the date of this Red Herring Prospectus pursuant to conversion from a partnership firm;

(iv) The Equity Shares forming part of the Minimum Promoters' Contribution are not subject to any pledge with any creditor.

(v) All Equity Shares held by the Promoters are in dematerialised form.

5. ***Details of Equity Shares locked-in for one year***

In addition to 20% of the fully diluted post-Offer shareholding of our Company held by the Promoters and locked-in for three years as specified above, in terms of Regulation 16(1)(b) and Regulation 17 of the SEBI ICDR Regulations, the entire pre-Offer Equity Share capital of our Company will be locked-in for a period of one year from the date of Allotment except (a) the Minimum Promoters' Contribution which shall be locked in as above, (b) the Offered Shares, which are successfully transferred as part of the Offer for Sale, (c) any shareholders who are registered as VCF, category I AIFs, category II AIFs or FVCIs. The Equity Shares held by Kotak Special Situations Fund shall not be locked-in for a period of one year from the date of Allotment since Kotak Special Situations Fund is a registered category II AIF.

In terms of Regulation 21(a) of the SEBI ICDR Regulations, the Equity Shares held by the Promoters, which are locked-in for a period of three years from the date of Allotment may be pledged only with scheduled commercial banks, public financial institutions, NBFC-SIs or housing finance companies as collateral security for loans granted by such entities, provided that such loans have been granted for the purpose of financing one or more of the objects of the Offer and pledge of the Equity Shares is a term of sanction of such loans.

Pursuant to Regulation 21(b) of the SEBI ICDR Regulations, the Equity Shares held by the Promoters which are locked-in for a period of one year from the date of Allotment may be pledged only with scheduled commercial banks, public financial institutions, NBFC-SIs or housing finance companies as collateral security for loans granted by such entities, provided that such pledge of the Equity Shares is one of the terms of the sanction of such loans.

Pursuant to Regulation 22 of the SEBI ICDR Regulations, the Equity Shares held by the Promoters, which are locked-in may be transferred to and among the Promoters, members of the Promoter Group or to any new promoter(s) subject to continuation of the lock-in in the hands of the transferees for the

remaining period and compliance with the SEBI Takeover Regulations, as applicable. Such transferees are not eligible to transfer such transferred Equity Shares till the expiry of the lock-in period.

The Equity Shares held by persons other than the Promoters and locked-in for a period of one year from the date of Allotment in the Offer may be transferred to any other person holding the Equity Shares which are locked-in, subject to continuation of the lock-in in the hands of transferees for the remaining period and compliance with the SEBI Takeover Regulations. Such transferees are not eligible to transfer such transferred Equity Shares till the expiry of the lock-in period.

Any unsubscribed portion of the Offered Shares would also be locked-in as required under the SEBI ICDR Regulations.

6. **Lock-in of the Equity Shares to be Allotted, if any, to the Anchor Investors**

Any Equity Shares Allotted to Anchor Investors under the Anchor Investor Portion shall be locked-in for a period of 30 days from the date of Allotment.

7. **Equity shareholding of the Promoter Selling Shareholder**

Set forth below is the equity shareholding of the Promoter Selling Shareholder, as on the date of this Red Herring Prospectus:

S. No.	Name of the Promoter Selling Shareholder	Pre-Offer		Post-Offer	
		No. of Equity Shares	Percentage of Equity Share capital held (%)	No. of Equity Shares	Percentage of Equity Share capital held (%)
1.	Niyogi Enterprise Private Limited*	272,727,274	82.43	[●]	[●]

** Includes one Equity Share each held by Mr. Suketu Shah, Mr. Paresh Sheth, Mr. Manan Shah, Mr. Ajay Khushu, Mr. Sharad Shrimali and Mr. Vatsal Vaishnav as nominees of Niyogi Enterprise Private Limited.*

8. As on the date of this Red Herring Prospectus, the Book Running Lead Managers and their respective associates (as defined under the SEBI Merchant Bankers Regulations) do not hold Equity Shares.

9. Except for 8,452,127 Equity Shares held individually, and 279,641 Equity Shares held jointly with Mrs. Rajalben H. Patel by Mr. Hiren Patel, the Chairman and Non-executive Director, none of the Directors or the Key Managerial Personnel hold Equity Shares, as on the date of this Red Herring Prospectus.

10. There has been no sale or purchase of securities of our Company by the Promoters, members of the Promoter Group, the directors of the Corporate Promoter, the Directors or their relatives during the six months preceding the date of this Red Herring Prospectus. However, Mr. Hiren Patel, the Chairman and Non-executive Director, gifted 100 Equity Shares on April 12, 2021 to Mr. Hemil H. Patel and Mr. Rakesh Patel, brother of Mr. Hiren Patel, has transferred 100 Equity shares on April 2, 2021 from his individual shareholding account to his joint shareholding account with Mrs. Keyuri R. Patel and Mr. Dev R. Patel.

11. Our Company presently does not intend or propose to alter the capital structure for a period of six months from the Bid/Offer Opening Date, by way of split or consolidation of the denomination of the Equity Shares, or further issue of the Equity Shares (including issue of securities convertible into or exchangeable for, directly or indirectly into Equity Shares), whether on a preferential basis or by issue of bonus or rights or further public issue of the Equity Shares. However, if our Company enters into acquisitions, joint ventures or other arrangements, our Company may, subject to necessary approvals, consider raising additional capital to fund such activity or use the Equity Shares as currency for acquisitions or participation in such joint ventures or other arrangements.

12. Our Company, the Directors and the Book Running Lead Managers have not entered into any buy-back arrangement for purchase of the Equity Shares being offered through this Offer.

13. There have been no financing arrangements whereby the members of the Promoter Group, the directors of the Corporate Promoter, the Directors or any of their relatives have financed the purchase by any other person of securities of our Company (other than in the normal course of the business of the financing

entity) during the six months immediately preceding the date of the Draft Red Herring Prospectus and this Red Herring Prospectus.

14. As on the date of this Red Herring Prospectus, the total number of shareholders of our Company is 11 (excluding the persons holding Equity Shares as nominees of Niyogi Enterprise Private Limited).

15. No person connected with the Offer, including, but not limited to, our Company, the Promoter Selling Shareholder, the members of the Syndicate, or the Directors, shall offer any incentive, whether direct or indirect, in any manner, whether in cash or kind or services or otherwise to any Bidder for making a Bid, except for fees or commission for services rendered in relation to the Offer.

16. The Equity Shares are fully paid-up and there are no partly paid-up Equity Shares as on the date of this Red Herring Prospectus. The Equity Shares to be issued or transferred pursuant to the Offer shall be fully paid-up at the time of Allotment.

17. Our Company has no outstanding warrants, options to be issued or rights to convert debentures, loans or other convertible instruments into Equity Shares, or which would entitle any person any option to receive Equity Shares as on the date of this Red Herring Prospectus.

18. There will be no further issue of Equity Shares whether by way of issue of bonus shares, preferential allotment, rights issue or in any other manner during the period commencing from the date of this Red Herring Prospectus until the Equity Shares have been listed on the Stock Exchanges or all application monies have been refunded, as the case may be.

19. Neither the Promoters nor the members of the Promoter Group will participate in the Offer, except to the extent of the participation in the Offer for Sale by the Promoter Selling Shareholder.

20. Our Company shall ensure that any transaction in the Equity Shares by the Promoters and members of the Promoter Group during the period between the date of filing the Draft Red Herring Prospectus filed in relation to this Offer and the date of closure of the Offer shall be reported to the Stock Exchanges within 24 hours of the transactions.

OBJECTS OF THE OFFER

The Offer comprises a Fresh Issue by our Company and an Offer for Sale by the Promoter Selling Shareholder.

Offer for Sale

The Promoter Selling Shareholder will be entitled to the proceeds of the Offer for Sale after deducting its proportion of Offer related expenses and relevant taxes thereon. Our Company will not receive any proceeds from the Offer for Sale and the proceeds received from the Offer for Sale will not form part of the Net Proceeds.

Fresh Issue

Requirement of Funds

Our Company proposes to utilise the Net Proceeds towards funding of the following objects:

1. repayment/prepayment/redemption, in full or part, of certain borrowings availed of by our Company; and

2. General corporate purposes.

(collectively, referred to as the "**Objects**").

In addition to the aforementioned Objects, our Company expects to receive the benefits of listing of the Equity Shares on the Stock Exchanges, including among other things, enhancement of our Company's brand name among existing and potential customers and creation of a public market for the Equity Shares in India.

The objects clause as set out in the Memorandum of Association enables our Company: (i) to undertake its existing business activities, and (ii) to undertake activities proposed to be funded from the Net Proceeds.

Net Proceeds

The details of the Net Proceeds are set forth in the following table:

(*in ₹ million*)

Particulars	Estimated amount
Gross proceeds from the Fresh Issue	15,000.00
Less Offer related expenses (only those apportioned to our Company)*	[●]
Net Proceeds*	[●]

***To be determined upon finalisation of the Offer Price and updated in the Prospectus prior to filing with the RoC.*

Utilisation of Net Proceeds

The proposed utilisation of the Net Proceeds is set forth in the table below:

(*in ₹ million*)

Particulars	Estimated amount
Repayment/prepayment/redemption, in full or part, of certain borrowings availed of by our Company	13,500.00
General corporate purposes*	[●]
Net Proceeds**	[●]

**The amount to be utilised for general corporate purposes shall not exceed 10% of the gross proceeds from the Fresh Issue.*

*** To be determined upon finalisation of the Offer Price and updated in the Prospectus prior to filing with the RoC.*

Proposed schedule of implementation and deployment of Net Proceeds

Our Company propose to deploy the Net Proceeds towards the Objects of the Offer in accordance with the estimated schedule of implementation and deployment of funds set forth in the table below:

Particulars	Amount to be funded from the Net Proceeds	Estimated schedule of deployment of Net Proceeds by the fourth quarter of Fiscal 2022 i.e. by March 31, 2022
Repayment/prepayment/redemption, in full or part, of certain borrowings availed of by our Company	13,500.00	13,500.00
General corporate purposes*	[●]	[●]
Total	[●]	[●]

** To be determined upon finalisation of the Offer Price and updated in the Prospectus prior to filing with the RoC. The amount to be utilised for general corporate purposes shall not exceed 10% of the gross proceeds from the Fresh Issue.*

As indicated above, our Company proposes to deploy the entire Net Proceeds towards the Objects of the Offer as described herein by the end of the fourth quarter of Fiscal 2022 i.e. March 31, 2022. The fund deployment indicated above is based on current circumstances of our business and our Company may have to revise the estimates from time to time on account of various factors. In the event the estimated utilisation of the Net Proceeds is not undertaken in its entirety or it is not completely utilised for the Objects of the Offer during the periods stated above, due to factors such as: (i) economic and business conditions, (ii) delay in timely completion of the Offer, (iii) financial or market conditions outside the control of our Company, (iv) changes in interest rates and finance charges, (v) competition, and (vi) any other commercial or external considerations, the remaining Net Proceeds shall be utilised (in part or full) in subsequent periods as may be determined by our Company in accordance with applicable laws. This may entail rescheduling the proposed utilisation of the Net Proceeds and changing the allocation of funds from its planned allocation at the discretion of the management, subject to compliance with applicable law.

The fund requirements and deployment of the Net Proceeds with regard to the aforesaid Objects are based on internal management estimates and current market conditions and have not been appraised by any bank or financial institution or other independent agency nor been verified by the Book Running Lead Managers. They are based on current conditions of our business which are subject to change in the future. Our Company operates in a highly competitive and dynamic industry and may have to revise the estimates from time to time on account of changes in external circumstances or costs, or changes in other financial conditions, business or strategy. In case of any increase in the actual utilisation of funds earmarked for the purposes set forth above or a shortfall in raising requisite capital from the Net Proceeds, such additional funds for a particular activity will be met by way of means available to us, including by way of incremental debt or internal accruals. If the actual utilisation towards any of the Objects is lower than the proposed deployment, such balance may be utilised towards future growth opportunities and/or general corporate purposes, to the extent that the total amount to be utilised towards general corporate purpose shall not exceed 10% of the gross proceeds from the Fresh Issue in accordance with applicable law. For details, see "***Risk Factors - We will not receive any proceeds from the Offer for Sale and the objects of the Fresh Issue for which the funds are being raised are based on management estimates. Any variation in the utilisation of the Net Proceeds would be subject to certain compliance requirements, including prior shareholders' approval.***" on page 61.

Means of finance

The entire requirement of funds towards the Objects of the Offer will be met from the Net Proceeds. Accordingly, as required under the SEBI ICDR Regulations, we confirm that there is no requirement for us to make firm arrangements of finance through verifiable means towards at least 75% of the stated means of finance, excluding the amount to be raised from the Net Proceeds.

Details of utilisation of Net Proceeds

The details of utilisation of the Net Proceeds are set forth below:

(1) Repayment/prepayment/redemption, in full or part, of certain borrowings availed of by our Company

We avail majority of our fund based and non-fund based facilities in the ordinary course of business from various banks and financial institutions, including in the form of term loans, working capital demand loans and non-convertible debentures. For further information on the financial indebtedness availed of by our Company, see "***Financial Indebtedness***" on page 353.

As of June 30, 2021, we had total borrowings (long-term and short-term) of ₹ 71,302.18 million. Our Company proposes to utilise an aggregate amount of ₹ 13,500.00 million from the Net Proceeds towards repayment/prepayment/redemption, in full or in part, of certain borrowings availed of by our Company. The

selection and extent of borrowings proposed to be prepaid and/or repaid or redeemed from our Company's borrowings mentioned below will be based on various commercial considerations including, among others, the interest / coupon rate of the relevant borrowings, prepayment / redemption charges, the amount of the borrowings outstanding, the remaining tenor of the borrowings, terms and conditions of consents and waivers, presence of onerous terms and conditions under the facility. Given the nature of these borrowings, the terms of prepayment, repayment or redemption, the aggregate outstanding amounts under these borrowings may vary from time to time and our Company may, in accordance with the relevant repayment / redemption schedule, repay or refinance some of its existing borrowings prior to receipt of proceeds from the Fresh Issue. Accordingly, our Company may utilise the Net Proceeds for prepayment, repayment or redemption of any such refinanced borrowings or additional borrowing facilities obtained by it. The aggregate amount to be utilised from the Net Proceeds towards prepayment, scheduled repayment or redemption of borrowings (including refinanced or additional borrowings availed, if any), in part or full, is estimated to be ₹ 13,500.00 million. The prepayment, scheduled repayment or redemption will help us reduce our outstanding indebtedness and debt servicing costs, assist us in maintaining a favourable debt to equity ratio and enable utilisation of our internal accruals for further investment in business growth and expansion. In addition, the improvement in the debt to equity ratio of our Company is intended to enable us to raise further resources in the future to fund potential business development opportunities and plans to grow and expand our business in the future.

The following table provides the details of outstanding amount of term loans and NCDs availed of by our Company as on June 30, 2021 which we propose to prepay or repay, in full or in part, from the Net Proceeds for an aggregate amount of ₹ 13,500.00 million without any obligation to any banks/ financial institutions:

Term loan lender / NCDs	**Term loan / NCDs**	**Purpose of borrowing / Issuance**	**Sanctioned / Issue amount as on June 30, 2021 (*in ₹ million*)**	**Outstanding amount including accrued interest as on June 30, 2021 (*in ₹ million*)**	**Interest/ Coupon rate**	**Repayment schedule / Date of redemption**	**Prepayment / Early redemption penalty**
Kotak Mahindra Bank Limited	Term loan	For reimbursement of capital expenditure incurred by the Company during the period April 1, 2017 to July 31, 2018. For capital expenditure incurred by the Company during the period August 1, 2018 to March 31, 2019.	4,000.00	3,206.64	7.15%	20 quarterly instalments, post completion of the moratorium period of 24 months	0.50% of the outstanding amount if the prepayment is made prior to completion of one year from the date of disbursement. Nil thereafter with 30 days prior notice
State Bank of India^	Term loan	For reimbursement of capital expenditure incurred by the Company during the period October 4, 2016 to July 31, 2018.	4,000.00	3,207.99	7.40%	20 quarterly instalments commencing from December, 2020	Nil on prepayment at the time of MCLR reset date or in case of Equity issuance or infusion by promoters with 30 days prior notice In other cases, with a prepayment charges of 0.50% plus GST
The Hongkong and Shanghai Banking Corporation Limited^	Term loan	For reimbursement of capital expenditure and for financing capital expenditure incurred by the Company during the period April 1, 2019 to March 31, 2020.	1,500.00	1,387.50	7.25%	5 years door to door tenor with 10% of principal in the second year in equal quarterly instalments and 90% of the principal in the third, fourth and fifth years in equal	Prepayment shall be subject to funding penalties by the lender, at its sole discretion, other than on interest reset dates

Term loan lender / NCDs	Term loan / NCDs	Purpose of borrowing / Issuance	Sanctioned / Issue amount as on June 30, 2021 (*in ₹ million*)	Outstanding amount including accrued interest as on June 30, 2021 (*in ₹ million*)	Interest/ Coupon rate	Repayment schedule / Date of redemption	Prepayment / Early redemption penalty
						quarterly instalments	
Axis Bank Limited^	Term loan	For re-imbursement of following capital expenditure incurred by the Company in the month of March 2019 and during the period April 1, 2019 to August 27, 2019: 1. Capital expenditure for setting up thermal power plant of 96 MW & waste heat recovery systems of 25 MW, 2. Capital expenditure for capacity expansion of Jojobera plant, 3. Mine related capital expenditure, 4. Maintenance capital expenditure (debottlenecking)	1,500.00	1,500.00	7.35%	16 quarterly instalments, after 24 months from the date of first disbursement	1% of the amount repaid, subject to certain exceptions
First Abu Dhabi Bank PSJC	Term loan	For re-imbursement of capital expenditure and for financing capital expenditure incurred by the Company.	1,500.00	1,500.00	7.50%	5 quarterly instalments, after 36 months from the date of first disbursement	Prepayment shall be subject to additional break costs determined by the lender at its sole discretion, subject to certain exceptions
Axis Bank Limited^*	Term loan	For onward lending to NU Vista for repayment of loans availed for capital expenditure to the extent of ₹ 5,700 million For reimbursement of capital expenditure and for financing capital expenditure incurred by the Company during the period December 1, 2019 to March 31, 2021 to the extent of ₹ 4,300 million.	10,000.00	3,950.00	7.70%	36 quarterly instalments, after 12 months from the date of first disbursement	1% of the amount repaid, subject to certain exceptions
Indian Bank Limited*	Term loan	For reimbursement of capital expenditure and for financing capital expenditure incurred by the Company during the period December 1, 2019 to March 31, 2021.	2,000.00	1,837.20	7.95%		
Karur Vysya Bank Limited*	Term loan	For onward lending to NU Vista for repayment of loans availed for capital expenditure to the extent of ₹ 5,700 million. For reimbursement of capital expenditure and for financing capital expenditure incurred by	1,000.00	1,000.00	7.95%		

Term loan lender / NCDs	Term loan / NCDs	Purpose of borrowing / Issuance	Sanctioned / Issue amount as on June 30, 2021 (*in ₹ million*)	Outstanding amount including accrued interest as on June 30, 2021 (*in ₹ million*)	Interest/ Coupon rate	Repayment schedule / Date of redemption	Prepayment / Early redemption penalty
		the Company during the period December 1, 2019 to March 31, 2021 to the extent of ₹ 4,300 million.					
Bank of Maharashtra*	Term loan	For reimbursement of capital expenditure and for financing capital expenditure incurred by the Company during the period December 1, 2019 to March 31, 2021 to the extent of ₹ 4,300 million.	2,300.00	2,112.80	7.95%		
The Hongkong and Shanghai Banking Corporation Limited*^	Term loan	For onward lending to NU Vista for repayment of loans availed for capital expenditure.	750.00	750.00	7.95%		
NVCL 8.75% 2021 Series 1**	NCDs	For acquisition of equity shares of NU Vista and operational payments.	2,150.00	2,195.87	8.75%	September 15, 2021	-
NVCL 8.75% 2022 Series 2**	NCDs	For acquisition of equity shares of NU Vista and operational payments.	1,850.00	1,889.47	8.75%	March 25, 2022	-
NVCL 6.00% 2022**	NCDs	The proceeds of NCDs shall be utilised for refinancing NCDs of the Company and for general corporate purpose.	4,000.00	4,060.49	6.00%	March 31, 2022	-
Total			**36,550.00**	**28,597.96**			

As per certificate issued by S K Patodia & Associates, Chartered Accountants dated July 30, 2021.

** Company had availed a loan of ₹ 9,650 million from Axis Bank Limited, which was utilised for the purposes specified in loan agreement (refer "purpose of borrowing" column for this loan). Subsequently, ₹ 5,700 million of this loan was repaid through refinancing (downsale to various banks i.e. Karur Vysya Bank Limited, Bank of Maharashtra, Indian Bank Limited & The Hongkong and Shanghai Banking Corporation Limited). As these loans are in the nature of downsale, the purpose specified in the agreements for these loans is drawn from the purpose of original loan taken from Axis Bank Limited (refer "purpose of borrowing" column for the relevant loans).*

*^ Axis Bank Limited and Axis Finance Limited are affiliates of one of the Book Running Lead Managers, Axis. The Hongkong and Shanghai Banking Corporation Limited is an affiliate of one of the Book Running Lead Managers, HSBC Securities. State Bank of India is an affiliate of one of the Book Running Lead Managers, SBICAP. Further, Axis Bank Limited, Axis Finance Limited, The Hongkong and Shanghai Banking Corporation Limited and State Bank of India are not associates of our Company in terms of the SEBI Merchant Bankers Regulations. For details, see "**Risk Factors - A portion of the Net Proceeds may be utilised for repayment, prepayment of credit facilities availed from or redemption of NCDs held by, affiliates of three of the Book Running Lead Managers.**" on page 65.*

***As the NCDs are listed and traded on the Stock Exchanges, the debenture holders proposed to be repaid from the Net Proceeds will be determined at time of the redemption of these NCDs.*

As per the certificate dated July 30, 2021 issued by the Statutory Auditors, the amounts drawn down and outstanding under above-mentioned borrowings have been utilised towards purposes (except as mentioned above) for which such borrowings have been availed. For further information on the terms and conditions of these financing arrangements, see "***Financial Indebtedness***" on page 353.

The details of the top 10 debenture holders of the Company, as on the date of this Red Herring Prospectus, are as follows:

Sr. No.	Name	Amount held (in ₹ million)
1	AXIS BANK LIMITED	2,000.00
2	YES BANK LIMITED	1,998.00
3	SBI MAGNUM LOW DURATION FUND	1,650.00

Sr. No.	Name	Amount held (in ₹ million)
4	ICICI PRUDENTIAL BALANCED ADVANTAGE FUND	1,500.00
5	SBI LIFE INSURANCE CO.LTD	1,500.00
6	HDFC TRUSTEE COMPANY LTD A/C HDFC CREDIT RISK DEBT FUND	1,430.00
7	ICICI PRUDENTIAL CREDIT RISK FUND	1,000.00
8	ADITYA BIRLA SUN LIFE TRUSTEE PRIVATE LIMITED A/C ADITYA BIRLA SUN LIFE SAVINGS FUND	900.00
9	KOTAK MAHINDRA TRUSTEE CO LTD A/C KOTAK FIXED MATURITY PLAN SERIES 239	750.00
10	ICICI PRUDENTIAL ASSET MANAGEMENT COMPANY LTD.	750.00

Our Company will approach the lenders and the NCD holders after completion of this Offer for repayment/prepayment/redemption of the above borrowings. The amounts under the borrowing facilities may be dependent on various factors and may include intermediate repayments and drawdowns. Accordingly, it may be possible that amount outstanding under the borrowing facilities may vary from time to time. We may, from time to time, repay, refinance, enter into further financing arrangements or draw down funds from any such existing borrowing facilities. In such event, we may utilise the Net Proceeds towards repayment/prepayment/redemption of any existing or additional indebtedness which will be selected based on various commercial considerations including, among others, the interest / coupon rate on the borrowing facility, the amount of the borrowing outstanding and the remaining tenor of the borrowing, any conditions attached to the borrowings restricting the ability to pre-pay/repay/redeem the borrowings, receipt of consents for prepayment from the respective lenders terms and conditions of consents and waivers, presence of onerous terms and conditions under the facility and applicable law governing such borrowings. The aggregate amount to be utilised from the Net Proceeds towards repayment/prepayment/ redemption of borrowings, in part or full, availed of by our Company is estimated to be ₹ 13,500.00 million.

Our Company may be required to obtain the prior consent of or notify certain of the lenders prior to the repayment/redemption. Further, our Company may be subject to the levy of prepayment penalties or premiums, depending on the facility being repaid/prepaid, the conditions specified in the relevant documents governing such credit facility and the amount outstanding/being pre-paid/repaid, as applicable. Payment of prepayment penalty or premium, if any, shall be made by our Company from the Net Proceeds. If the Net Proceeds are insufficient to the extent required for making payments for such prepayment penalties or premiums, such excessive amount shall be met from our internal accruals.

(2) General corporate purposes

The Net Proceeds will first be utilised for repayment/prepayment/redemption, in full or part, of certain borrowings availed of by our Company, as set out above. Subject to this, our Company intends to deploy the balance Net Proceeds towards general corporate purposes and the business requirements of our Company and the Subsidiary, as approved by the Board, from time to time, subject to such utilisation for general corporate purposes not exceeding 10% of the gross proceeds from the Fresh Issue, in compliance with the SEBI ICDR Regulations.

The general corporate purposes for which our Company proposes to utilise the Net Proceeds include, without limitation, (i) strategic initiatives, (ii) funding growth opportunities, (iii) strengthening marketing capabilities and brand building exercises, (iv) meeting ongoing general corporate contingencies, (v) expenses incurred in ordinary course of business, (vi) working capital requirements, (vii) business requirements of our Company and the Subsidiary, and (viii) any other purpose, as may be approved by our Board or a duly constituted committee thereof from time to time, subject to compliance with applicable law, including provisions of the Companies Act.

The allocation or quantum of utilisation of funds towards the specific purposes described above will be determined by the Board, based on our business requirements and other relevant considerations, from time to time. Our management, in accordance with the policies of the Board, shall have the flexibility in utilising surplus amounts, if any. In the event that our Company is unable to utilise the entire amount that our Company has currently estimated for use out of Net Proceeds in a Fiscal, our Company will utilise such unutilised amount in the next Fiscal.

Offer related expenses

The total expenses in relation to the Offer are estimated to be approximately ₹ [●] million. The expenses in relation to the Offer include, among others, listing fees, underwriting fees, selling commission, fees payable to the Book Running Lead Managers, fees payable to legal counsels, fees payable to the Registrar to the Offer, Escrow Collection Bank to the Offer and Sponsor Bank, including processing fee to the SCSBs for processing ASBA Forms, brokerage and selling commission payable to Registered Brokers, RTAs and CDPs, printing and stationery expenses, advertising and marketing expenses and all other incidental and miscellaneous expenses for listing the Equity Shares on the Stock Exchanges.

Except for listing fees which shall be solely borne by our Company, all expenses in relation to the Offer will be shared, upon successful completion of the Offer, between our Company and the Promoter Selling Shareholder on a pro rata basis, in proportion to the Equity Shares issued and allotted by our Company in the Fresh Issue and the Offered Shares sold by the Promoter Selling Shareholder in the Offer for Sale. However, in the event that the Offer is withdrawn by our Company or not completed for any reason whatsoever, all the expenses in relation to the Offer will be solely borne by our Company.

The break up for the estimated expenses in relation to the Offer is as follows:

S. No	Activity	Estimated amount* (*in ₹ million*)	As a % of total estimated offer Expenses*	As a % of Offer Size*
1.	Fees payable to the BRLMs (including underwriting commission, brokerage and selling commission payable to members of the syndicate)	[●]	[●]	[●]
2.	Selling commission and processing fees for SCSBs (1)(2) and Bidding Charges(3)(4) for Members of the Syndicate, Registered Brokers, RTAs and CDPs	[●]	[●]	[●]
3.	Fees payable to the Registrar to the Offer	[●]	[●]	[●]
4.	Other expenses:			
	(i) Listing fees, SEBI filing fees, book building software fees and other regulatory expenses	[●]	[●]	[●]
	(ii) Printing and stationery expenses, advertising and marketing expenses for the Offer and fees payable to the legal counsels	[●]	[●]	[●]
	(iii) Other Advisors to the Offer	[●]	[●]	[●]
	(iv) Miscellaneous	[●]	[●]	[●]
	Total Estimated Offer Expenses	[●]	[●]	[●]

** Offer expenses include applicable taxes. Offer expenses will be incorporated at the time of filing of the Prospectus. Offer expenses are estimates and are subject to change.*

For SCSBs

(1) Selling commission payable to the SCSBs on the portion for Retail Individual Investors, Non- Institutional Investors, which are directly procured and uploaded by them would be as follows:

Portion for Retail Individual Investors	*0.35% of the Amount Allotted* (plus applicable taxes)*
Portion for Non-Institutional Investors	*0.20% of the Amount Allotted* (plus applicable taxes)*

∗Amount Allotted is the product of the number of Equity Shares Allotted and the Offer Price

No additional uploading/processing charges shall be payable to the SCSBs on the applications directly procured by them.

The Selling Commission payable to the SCSBs will be determined on the basis of the bidding terminal id as captured in the bid book of BSE or NSE.

(2) Processing fees payable to the SCSBs of ₹ 10 per valid application (plus applicable taxes) for processing the Bid cum Application of Retail Individual Investors and Non-Institutional Investors procured from the Syndicate /Sub-Syndicate Members/Registered Brokers /RTAs /CDPs and submitted to SCSBs for blocking

For Syndicate (including their Sub-Syndicate Members), RTAs and CDPs

(3) Brokerages, selling commission and processing/uploading charges on the portion for Retail Individual Investors (using the UPI mechanism), portion for Non-Institutional Investors, which are procured by members of Syndicate (including their Sub-Syndicate Members), RTAs and CDPs or for using 3-in-1 type accounts-linked online trading, demat & bank account provided by some of the brokers which are members of Syndicate (including their Sub-Syndicate Members) would be as follows:

Portion for Retail Individual Investors	*0.35% of the Amount Allotted* (plus applicable taxes)*

Portion for Non-Institutional Investors	*0.20% of the Amount Allotted* (plus applicable taxes)*

** Amount Allotted is the product of the number of Equity Shares Allotted and the Offer Price*

The Selling Commission payable to the Syndicate / Sub-Syndicate Members will be determined on the basis of the application form number / series, provided that the application is also bid by the respective Syndicate / Sub-Syndicate Member. For clarification, if a Syndicate ASBA application on the application form number / series of a Syndicate / Sub-Syndicate Member, is bid by an SCSB, the Selling Commission will be payable to the SCSB and not the Syndicate / Sub-Syndicate Member.

The payment of Selling Commission payable to the sub-brokers / agents of Sub-Syndicate Members are to be handled directly by the respective Sub-Syndicate Member.

The Selling Commission payable to the RTAs and CDPs will be determined on the basis of the bidding terminal id as captured in the bid book of BSE or NSE.

Uploading Charges/ Processing Charges of ₹ 30 per valid application (plus applicable taxes) are applicable only in case of bid uploaded by the members of the Syndicate, RTAs and CDPs:

- *for applications made by Retail Individual Investors using the UPI Mechanism*

Uploading Charges/ Processing Charges of ₹ 10 per valid application (plus applicable taxes) are applicable only in case of bid uploaded by the members of the Syndicate, RTAs and CDPs:

- *for applications made by Retail Individual Investors using 3-in-1 type accounts*
- *for Non-Institutional Bids using Syndicate ASBA mechanism / using 3- in -1 type accounts,*

The Bidding/uploading charges payable to the Syndicate / Sub-Syndicate Members, RTAs and CDPs will be determined on the basis of the bidding terminal id as captured in the bid book of BSE or NSE.

For Registered Brokers

(4) Selling commission payable to the Registered Brokers on the portion for Retail Individual Investors and Non-Institutional Investors which are directly procured by the Registered Brokers and submitted to SCSB for processing would be as follows:

Portion for Retail Individual Investors & Non-Institutional Investors	*₹ 10/- per valid application* (plus applicable taxes)*

** Based on valid applications.*

For Sponsor Bank

Fees payable to the Sponsor Bank - Processing fees for applications made by Retail Individual Investors using the UPI mechanism will be

Sponsor Bank	*₹ 7/- per valid Bid cum Application Form * (plus applicable taxes).* *The Sponsor Bank shall be responsible for making payments to the third parties such as remitter bank, NPCI and such other parties as required in connection with the performance of its duties under the SEBI circulars, the Syndicate Agreement and other applicable laws.*

**For each valid application*

Interim use of Net Proceeds

Pending utilisation of the Net Proceeds for the purposes described above, our Company will temporarily invest the Net Proceeds in deposits in one or more scheduled commercial banks included in the Second Schedule of Reserve Bank of India Act, 1934 as may be approved by the Board. In accordance with Section 27 of the Companies Act, 2013, our Company confirms that it shall not use the Net Proceeds for buying, trading or otherwise dealing in shares of any other listed company or for any investment in the equity markets.

Bridge financing facilities

Our Company has not raised any bridge loans from any bank or financial institution as at the date of this Red Herring Prospectus, which are proposed to be repaid from the Net Proceeds.

Monitoring utilisation of funds

In terms of Regulation 41 of the SEBI ICDR Regulations, our Company has appointed Axis Bank Limited as a monitoring agency to monitor the utilisation of the Net Proceeds. Our Company undertakes to place the report(s) of the Monitoring Agency on receipt before the Audit Committee without any delay. Our Company will disclose the utilisation of the Net Proceeds, including interim use under a separate head in its balance sheet for such fiscal periods as required under the SEBI ICDR Regulations, the SEBI Listing Regulations and any other applicable laws or regulations, clearly specifying the purposes for which the Net Proceeds have been utilised. Our Company will disclose and continue to disclose details of all monies utilised out of the Fresh Issue till the time any part of

the Fresh Issue proceeds remain unutilised, under an appropriate head in the balance sheet of our Company. Our Company will also, in its balance sheet for the applicable fiscal periods, provide details, if any, in relation to all such Net Proceeds that have not been utilised, if any, of such currently unutilised Net Proceeds.

Pursuant to Regulation 18(3) of the SEBI Listing Regulations, our Company shall on a quarterly basis disclose to the Audit Committee the uses and application of the Net Proceeds. The Audit Committee shall make recommendations to the Board for further action, if appropriate. Our Company shall, on an annual basis, prepare a statement of funds utilised for purposes other than those stated in this Red Herring Prospectus and place it before the Audit Committee. Such disclosure shall be made only until such time that all the Net Proceeds have been utilised in full. The statement shall be certified by the Statutory Auditors. Further, in accordance with Regulation 32 of the SEBI Listing Regulations, our Company shall furnish to the Stock Exchanges on a quarterly basis, a statement indicating (i) deviations, if any, in the utilisation of the Net Proceeds from the Objects of the Offer as stated above, and (ii) details of category wise variations in the utilisation of the Net Proceeds from the Objects of the Offer as stated above. In accordance with Regulation 47 of the SEBI Listing Regulations, this information will also be published in newspapers simultaneously with the interim or annual financial results of our Company, after review by the Audit Committee and its explanation in the directors' report in the annual report.

Variation in the Objects

In accordance with Section 13(8) and Section 27 of the Companies Act, 2013, read with Regulation 59 and Schedule XX of the SEBI ICDR Regulations and applicable rules, our Company shall not vary the Objects of the Offer without our Company being authorised to do so by the Shareholders by way of a special resolution. In addition, the notice issued to the Shareholders in relation to the passing of such special resolution ("**Notice**") shall specify the prescribed details, including justification for such variation and be published and placed on website of our Company, as required under the Companies Act, 2013 read with applicable rules. The Notice shall simultaneously be published in the newspapers, one in English and one in the vernacular language of the jurisdiction where the Registered and Corporate Office is situated. Pursuant to Section 13(8) of the Companies Act, 2013, the Promoters or controlling Shareholders will be required to provide an exit opportunity to such Shareholders who do not agree to the proposal to vary the objects, subject to the provisions of the Companies Act, 2013 and in accordance with such terms and conditions, including in respect of pricing of the Equity Shares, in accordance with the Companies Act, 2013 and the SEBI ICDR Regulations.

Appraising agency

None of the Objects of the Offer for which the Net Proceeds will be utilised has been appraised by any agency.

Other confirmations

No part of the Net Proceeds will be utilised by our Company as consideration to the Promoters, members of the Promoter Group, the Directors, or the Key Managerial Personnel or for any material existing or anticipated transactions. Further, except in the ordinary course of business, there is no existing or anticipated interest of such individuals and entities in the objects of the Fresh Issue as set out above. Our Company has not entered into and is not planning to enter into any arrangement/agreements with the Promoters, the Directors, the Key Managerial Personnel or the Group Companies in relation to the utilisation of the Net Proceeds.

BASIS FOR OFFER PRICE

The Price Band will be determined by our Company and the Promoter Selling Shareholder, in consultation with the Book Running Lead Managers, and the Offer Price will be determined by our Company and the Promoter Selling Shareholder, in consultation with the Book Running Lead Managers, on the basis of the Book Building Process and the quantitative and qualitative factors as described below. The face value of the Equity Shares is ₹ 10 each and the Offer Price is [●] times the face value at the lower end of the Price Band and [●] times the face value at the higher end of the Price Band. Investors should refer to "***Risk Factors***", "***Business***", "***Financial Statements***" and "***Management's Discussion and Analysis of Financial Condition and Results of Operations***" on pages 25, 160, 250 and 357, respectively, to have an informed view before making an investment decision.

Qualitative factors

Some of the qualitative factors which form the basis for computing the Offer Price are:

- Largest cement manufacturing company in East India in terms of total capacity;
- Market-leading brands that establish and enhance our leadership as a building materials company with strong brand recognition;
- Strategically located cement production facilities that are in close proximity to raw materials and key markets;
- Extensive sales, marketing and distribution network with diversified product portfolio;
- Growth in our business and operations from acquisitions and, in particular, the recently concluded acquisition of NU Vista;
- Strong research and development and technological capabilities; and
- Experienced Individual Promoter and professional management team.

For further details, see "***Business - Our Strengths***" on page 162, respectively.

Quantitative factors

Some of information presented below relating to our Company is based on the Restated Financial Statements. For details, see *"**Financial Statements**"* on page 250.

Some of the quantitative factors which may form the basis for calculating the Offer Price are as follows:

1. Basic and diluted Earnings per Share ("EPS") at face value of ₹ 10 each:

As per the Restated Financial Statements:

Year ended	Basic & diluted EPS (₹)	Weight
March 31, 2021	(0.82)	3
March 31, 2020	10.28	2
March 31, 2019	(1.09)	1
Weighted Average	**2.83**	

**Not annualised.*

Notes:

1. *Weighted average = Aggregate of year-wise weighted EPS divided by the aggregate of weights i.e. (EPS x weight) for each year divided by the total of weights.*
2. *The figures disclosed above are based on the Restated Financial Statements.*
3. *The face value of each Equity Share is ₹ 10.*
4. *Earnings per Share (₹) = Profit after tax excluding exceptional items before other comprehensive income attributable to equity shareholders for the year divided by the weighted average no. of equity shares.*
5. *Basic EPS and diluted EPS calculations are in accordance with the relevant accounting standard.*

6. *The above statement should be read with significant accounting policies and the notes to the Restated Financial Statements.*

2. Price/Earning ("P/E") ratio in relation to Price Band of ₹ [●] to ₹ [●] per Equity Share:

Particulars	P/E at the Floor Price (no. of times)	P/E at the Cap Price (no. of times)
Based on basic EPS for Fiscal 2021 as per the Restated Financial Statements	[●]	[●]
Based on diluted EPS for Fiscal 2021 as per the Restated Financial Statements	[●]	[●]

3. Industry Peer Group P/E ratio

Based on the peer group information (excluding our Company) given below in this section, the highest industry P/E ratio is 44.26, the lowest industry P/E ratio is 28.31 and the average industry P/E ratio is 35.90.

Notes:

1. *The highest and lowest industry P/E shown above is based on the peer set provided below under "- **Comparison with listed industry peers**" below.*

2. *The industry average has been calculated as the arithmetic average P/E of the peer set provided below. For further details, see "- **Comparison with listed industry peers**" below.*

4. Return on Net Worth ("RoNW")

Year ended	RoNW (%)	Weight
March 31, 2021	(0.35)	3
March 31, 2020	4.72	2
March 31, 2019	(0.53)	1
Weighted Average	**1.31**	

Notes:

1. *Return on Net Worth (%) = Net profit after tax before other comprehensive income (as restated) divided by net worth at the end of the year.*

2. *Net worth has been computed as sum of paid up share capital and other equity.*

5. NAV per Equity Share (Face value of ₹ 10 each)

Particulars	Amount (₹)
As on March 31, 2021	232.43
After the Offer	
- At the Floor Price	[●]
- At the Cap Price	[●]
At Offer Price	[●]

Note:

1. *NAV per Equity Share = Net worth as per the Restated Financial Statements divided by the number of Equity Shares outstanding as at the end of year.*

6. Comparison of accounting ratios with listed industry peers

Following is the comparison of our accounting ratios with our peer group companies listed in India:

Name of the company	Total income *(in ₹ million)*	Face value (₹)	P/E	EPS (Diluted) (₹)	Return on Net Worth (%)	NAV per share (₹)
Nuvoco Vistas Corporation Limited^	75,226.93	10.00	-	(0.82)	(0.35)%	232.43
Industry Peers						
Ultratech Cement Limited#	454,599.70	10.00	38.62	189.33	12.36%	153.06
Shree Cement Limited#	139,426.60	10.00	44.26	633.54	14.82%	428.17
Ambuja Cement Limited##	249,657.60	2.00	32.40	11.91	10.68%	14.65
ACC Limited##	140,027.20	10.00	28.31	75.98	11.26%	67.64

 # All the financial information for listed industry peer mentioned above is on a consolidated basis and is sourced from the financial results and/or annual reports of the companies for the year ended March 31, 2021 as published on websites of the stock exchanges and companies.

All the financial information for listed industry peer mentioned above is on a consolidated basis and is sourced from the annual report of the companies for the year ended December 31,2020.

^ Based on the Restated Financial Information for the year ended March 31, 2021.

Notes:

1. *Diluted EPS refers to the diluted EPS sourced from Annual Financial Results and/or Annual Report for the year ended December 31,2020 and/or for the year ended March 31, 2021.*
2. *P/E Ratio has been computed based on the closing market price of equity shares on BSE on July 19,2021, divided by the diluted EPS provided under Note 1 above.*
3. *RoNW is computed as net profit after tax (including profit attributable to non-controlling interest) divided by closing net worth.*
4. *Net worth has been computed as sum of paid-up share capital, other equity and Non-Controlling Interest.*
5. *NAV is computed as the closing net worth divided by the closing outstanding number of equity shares as on March 31,2021.*

The Offer Price is [●] times of the face value of the Equity Shares.

The Offer Price of ₹ [●] has been determined by our Company and the Promoter Selling Shareholder, in consultation with the Book Running Lead Managers, on the basis of assessment of market demand from investors for the Equity Shares through the Book Building Process, and is justified in view of the above qualitative and quantitative parameters.

Investors should read the above mentioned information along with "***Risk Factors***", "***Business***" and "***Financial Statements***" on pages 25, 160 and 250, respectively, to have a more informed view. The trading price of the Equity Shares of our Company could decline due to the factors mentioned in "***Risk Factors***" on page 25 and the Investors may lose all or part of their investments.

STATEMENT OF SPECIAL TAX BENEFITS

To,

The Board of Directors
Nuvoco Vistas Corporation Limited
Equinox Business Park, Tower 3,
East Wing, 4th Floor,LBS Marg,
Kurla (West) Kurla Mumbai - 400070

Sub: Statement of possible special tax benefits available to Nuvoco Vistas Corporation Limited, its shareholders and Nu Vista Limited, prepared in accordance with the requirements under Schedule VI (Part A)(9)(L) of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 as amended ("SEBI ICDR Regulations")

1. We, MSKA & Associates ("the Firm"), Chartered Accountants, the statutory auditors of Nuvoco Vistas Corporation Limited (the "Company") hereby confirm the enclosed statement in the Annexure prepared and issued by the Company, which provides the possible special tax benefits under Income-tax Act, 1961 ('Act') presently in force in India viz. the Income-tax Act, 1961, ('Act'), the Income-tax Rules, 1962, ('Rules'), regulations, circulars and notifications issued thereon, as applicable to the assessment year 2021-22 relevant to the financial year 2020-21, available to the Company, its shareholders; and Nu Vista Limited ("Material Subsidiary") identified as per the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended. Several of these benefits are dependent on the Company, its shareholders and Material Subsidiary, as the case may be, fulfilling the conditions prescribed under the relevant provisions of the Act. Hence, the ability of the Company, its shareholders and Material Subsidiary to derive the special tax benefits is dependent upon their fulfilling such conditions, which based on business imperatives the Company, its shareholders and Material Subsidiary face in the future, the Company, its shareholders and Material Subsidiary may or may not choose to fulfil.

2. This statement of possible special tax benefits is required as per Schedule VI (Part A)(9)(L) of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 as amended ('SEBI ICDR Regulations'). While the term 'special tax benefits' has not been defined under the SEBI ICDR Regulations, it is assumed that with respect to special tax benefits available to the Company, the same would include those benefits as enumerated in the statement. Any benefits under the Taxation Laws other than those specified in the statement are considered to be general tax benefits and therefore not covered within the ambit of this statement. Further, any benefits available under any other laws within or outside India, except for those specifically mentioned in the statement, have not been examined and covered by this statement.

3. Our views are based on the existing provisions of law and its interpretation, which are subject to change from time to time. We do not assume responsibility to update the views consequent to such changes.

4. In respect of non-residents, the tax rates and the consequent taxation shall be further subject to any benefits available under the applicable Double Taxation Avoidance Agreement, if any, between India and the country in which the non-resident has fiscal domicile.

5. The benefits stated in the enclosed statement are not exhaustive and the preparation of the contents stated is the responsibility of the Company's management. We are informed that this statement is only intended to provide general information to the investors and is neither designed nor intended to be a substitute for professional tax advice. In view of the distinct nature of the tax consequences and the changing tax laws, each investor is advised to consult their own tax consultant with respect to the specific tax implications arising out of their participation in the issue and we shall in no way be liable or responsible to any shareholder or subscriber for placing reliance upon the contents of this statement. Also, any tax information included in this written communication was not intended or written to be used, and it cannot be used by the Company or the investor, for the purpose of avoiding any penalties that may be imposed by any regulatory, governmental taxing authority or agency.

6. We do not express any opinion or provide any assurance whether:

   - The Company, its shareholders and Material Subsidiary will continue to obtain these benefits in

future;

- The conditions prescribed for availing the benefits have been/would be met;
- The revenue authorities/courts will concur with the views expressed herein.

7. The contents of the enclosed statement are based on information, explanations and representations obtained from the Company and on the basis of our understanding of the business activities and operations of the Company. We have relied upon the information and documents of the Company being true, correct, and complete and have not audited or tested them. Our view, under no circumstances, is to be considered as an audit opinion under any regulation or law. Our Firm or any of partners or affiliates, shall not be responsible for any loss, penalties, surcharges, interest or additional tax or any tax or non-tax, monetary or non-monetary, effects or liabilities (consequential, indirect, punitive or incidental) before any authority / otherwise within or outside India arising from the supply of incorrect or incomplete information of the Company.

8. This Statement is addressed to Board of Directors and issued at specific request of the Company. The enclosed Annexure to this Statement is intended solely for your information and for inclusion in the red herring prospectus, the prospectus and any other material in connection with the proposed initial public offering of equity shares of the Company, and is not to be used, referred to or distributed for any other purpose without our prior written consent. Accordingly, we do not accept or assume any liability or any duty of care for any other purpose or to any other person to whom this certificate is shown or into whose hands it may come without our prior consent in writing. Any subsequent amendment / modification to provisions of the applicable laws may have an impact on the views contained in our statement. While reasonable care has been taken in the preparation of this certificate, we accept no responsibility for any errors or omissions therein or for any loss sustained by any person who relies on it.

For **MSKA & Associates**
Chartered Accountants
Firm Registration Number:105047W

Jiger Saiya
Partner
Membership No: 116349
UDIN: 21116349AAAACE6020

Place: Mumbai
Date: July 29, 2021

STATEMENT OF SPECIAL INCOME-TAX BENEFITS AVAILABLE TO NUVOCO VISTAS CORPORATION LIMITED, NU VISTA LIMITED ('MATERIAL SUBSIDIARY') AND ITS SHAREHOLDERS

Under the Income-tax Act, 1961 (hereinafter referred to as 'the Act'), as amended by the Finance Act, 2020, applicable for Financial Year 2020-21 relevant to Assessment Year 2021-22.

1. This Annexure sets out only the possible special tax benefits available to Nuvoco Vistas Corporation Limited ('Company'), Nu Vista Limited ('Material Subsidiary') and its shareholders under the current provisions of the Act, as amended by the Finance Act, 2020, applicable for the Financial Year 2020-21, relevant to Assessment Year 2021-22, presently in force in India.

2. This Annexure covers only certain relevant income tax law benefits and does not cover any indirect tax law benefits or benefit under any other law.

I. Special tax benefits available to the Company & Material Subsidiary in India under the Income tax Act, 1961 ('Act')

1. Claim for Additional Depreciation*

The Company / Material Subsidiary (being a company engaged in the business of manufacture or production of any article or thing or in the business of generation, transmission or distribution of power) is entitled to claim additional depreciation under section 32(1)(iia) of the Act of a sum equal to 20% of the actual cost of any new machinery or plant (in case the asset is put to use for more than 183 days) or at the rate of 10% of the actual cost of any new machinery or plant (in case the asset is put to use for less than 183 days) that is acquired and installed by the Company (other than ships and aircrafts) subject to fulfillment of specified conditions in the said section of the Act.

2. Deductions from Gross Total Income

- **Deductions in respect of profits and gains from industrial undertakings or enterprises engaged in infrastructure development, etc.***

Under Section 80-IA of the Act, the Company is eligible to claim deduction of 100% of the profits in respect of its rail corridor at Sonadih Cement Plant since same qualifies as an Infrastructure facility under Section 80IA of the Act and is claiming tax benefits in respect of the same. However, as the deduction under the said provision is only allowable in case of the profits from the eligible business, the Company may not be able claim deduction under the said provisions in case it has loss from the eligible business.

Under Section 80-IA of the Act, the Material Subsidiary is eligible to claim deduction of 100% of the profits in respect of its power generating undertaking at Risda Cement Plant since same qualifies as an Infrastructure facility under Section 80-IA of the Act. However, as the deduction under the said provision is only allowable in case of the profits from the eligible business, the Material Subsidiary may not be able claim deduction under the said provisions in case it has loss from the eligible business.

- **Deduction in respect of employment of new employees**

Subject to the fulfillment of prescribed conditions, the Company is entitled to claim deduction under section 80JJAA of the Act with respect to an amount equal to 30% of additional employee cost (relating to specified category of employees) incurred in the course of business in the previous year, for three assessment years including the assessment year relevant to the previous year in which such employment is provided. Further, where the Company wishes to claim such possible tax benefit, it shall obtain necessary certification from Chartered Accountant on fulfillment of the conditions under the extant provisions of the Act.

*Section 115BAA of the Act, provides the domestic company can opt for a corporate tax rate of 22% (plus applicable surcharge and education cess) for the financial year 2019-20 onwards, provided the total income of the Company / Material Subsidiary is computed without claiming certain specified incentives / deductions or set-off of losses, additional depreciation, etc. In a case, Company / Material Subsidiary opts for section 115BAA, provisions of Minimum Alternate Tax ('MAT') would not be applicable and

unutilized MAT credit will not be available for set-off. The option needs to be exercised on or before the due date of filing the tax return. Option once exercised, cannot be subsequently withdrawn for the same or any other tax year.

I. Special tax benefits available to Shareholders

There are no special tax benefits available to the Shareholders of the Company for investing in the shares of the Company. However, such shareholders shall be liable to tax at concessional tax rates on certain incomes under the extant provisions of the Act.

Section 112A of the Act provides for concessional rate of tax at the rate of 10% in respect of long-term capital gains [gain exceeding Rs.1,00,000 arising from the transfer of a long-term capital asset (i.e., capital asset held for the period of 12 months or more)] being an Equity Share in a company or a unit of an equity-oriented fund wherein Securities Transaction Tax ('STT') is paid on both acquisition and transfer, without giving effect to indexation. Further, the benefit of lower rate is extended in case STT is not paid on acquisition / allotment of equity shares through Initial Public Offering.

Section 111A of the Act provides for concessional rate of tax @ 15% in respect of short-term capital gains (provided the short-term capital gains exceed the basic threshold limit of exemption, where applicable) arising from the transfer of a short-term capital asset (i.e. capital asset held for the period of less than 12 months) being an Equity Share in a company or a unit of an equity-oriented fund wherein STT is paid on transfer.

In respect of non-residents, the tax rates and the consequent taxation shall be further subject to any benefits available under the applicable Double Taxation Avoidance Agreement, if any, between India and the country in which the non-resident has fiscal domicile.

NOTES:

1. The above benefits are as per the current tax law as amended by the Finance Act, 2020 and Taxation Laws (Amendment) Act, 2020.

2. This statement does not discuss any tax consequences in the country outside India of an investment in the shares. The Shareholders / investors in the country outside India are advised to consult their own professional advisors regarding possible Income tax consequences that apply to them.

3. Surcharge is to be levied on domestic companies at the rate of 7% where the income exceeds INR 1 Crore but does not exceed INR 10 crores and at the rate of 12% where the income exceeds INR 10 crores. If the Company opts for concessional income tax rate under section 115BAA, surcharge shall be levied at the rate of 10%. Health and Education Cess @ 4% on the tax and surcharge is payable by all category of tax payers.

4. If the Company opts for concessional income tax rate as prescribed under section 115BAA of the Act, it will not be allowed to claim any of the following deductions/ exemptions:

   - Deduction under the provisions of section 10AA (deduction for units in Special Economic Zone)

   - Deduction under clause (iia) of sub-section (1) of section 32 (Additional depreciation)

   - Deduction under section 32AD or section 33AB or section 33ABA (Investment allowance in backward areas, Investment deposit account, site restoration fund)

   - Deduction under sub-clause (ii) or sub-clause (iia) or sub-clause (iii) of sub-section (1) or sub-section (2AA) or subsection (2AB) of section 35 (Expenditure on scientific research)

   - Deduction under section 35AD or section 35CCC (Deduction for specified business, agricultural extension project)

   - Deduction under under section 35CCD (Expenditure on skill development)

- Deduction under any provisions of Chapter VI-A other than the provisions of section 80JJAA or section 80M;

- No set off of any loss carried forward or depreciation from any earlier assessment year, if such loss or depreciation is attributable to any of the deductions referred above;

- No set off of any loss or allowance for unabsorbed depreciation deemed so under section 72A, if such loss or depreciation is attributable to any of the deductions referred to in clause

5. The benefits discussed above cover only possible special tax benefits available to the Company, its Material Subsidiary and the Shareholders and do not cover any general tax benefits. The above Statement sets out the provisions of law in a summary manner only and is not a complete analysis or listing of all potential tax consequences of the purchase, ownership and disposal of shares.

For Nuvoco Vistas Corporation Limited

Maneesh Agrawal
Chief Financial Officer

Date: July 29, 2021
Place: Mumbai

SECTION IV- ABOUT OUR COMPANY

INDUSTRY OVERVIEW

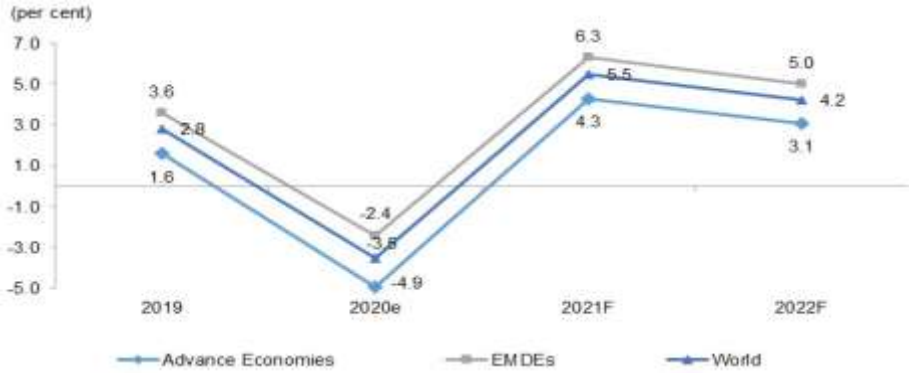
Macro-economic overview

Overview of the global economy

The novel coronavirus ("**COVID-19**") pandemic has caused a global recession that is surpassed only by the two World Wars and the Great Depression. The global economy witnessed a sharp slowdown in 2020 due to the pandemic and estimates by the International Monetary Fund ("**IMF**") as of January 2021 suggest that the world economy has shrunk by approximately 3.5%. The world economy is expected to rebound from the collapse in 2021, with global economic output expected to expand by about 5.5%. Global growth is expected to moderate to 4.2% in 2022. The global economy is expected to strengthen in the next few years as consumption picks up and trade gradually improves, supported by ongoing vaccination drives across economies.

In addition, the IMF estimates that the advanced economies will grow by 4.3% and 3.1% in 2021 and 2022 respectively, led by better pandemic containment and widespread vaccination. On the other hand, the emerging market and developing economies ("**EMDE**") are expected to grow at a firm 6.3% in 2021. This is likely to return to a moderate 5.0% in 2022 on the back of sustained recovery in China.

Economic growth outlook for the EMDE



Source: IMF (World Economic Outlook Update, January 2021), CRISIL Research

Overview of India's economy

India was one of the fastest growing economies in the world during pre-pandemic times, with a CAGR of around 6.7% from Fiscal 2015 to Fiscal 2020. India outperformed other major economies in terms of GDP growth at approximately 8% and 7% annually through calendar years 2016 and 2017 respectively. India's GDP increased greatly from ₹ 105 trillion in Fiscal 2015 to ₹ 146 trillion in Fiscal 2020. However, as a result of the COVID-19 pandemic, CRISIL estimates that the Indian economy will shrink 7.7% Fiscal 2021.

CRISIL forecasts that the base case level of GDP growth for India in Fiscal 2022 will be 11%. The Fiscal 2022 Budget's focus on pushing capital expenditure despite walking a fiscal tightrope provides optimism and creates a platform for higher growth. Given that the focus is on investment rather than consumption push, the short-term impact will come in the form of multiplier effects whereas the enhancement of productive capacity will occur over time.

GDP growth in India (FY12 series)

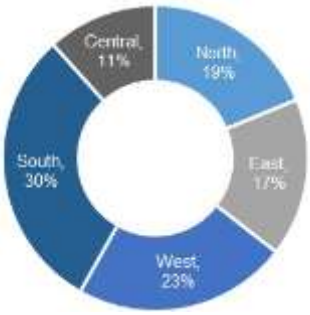
Source: Central Statistics Office (CSO), CRISIL Research

Regional GDP

In line with the Pan-India trend, GDP growth across the regions in India have seen a slowdown over the last few years. The eastern region, which accounts for about 17% of the Pan-India GDP, has managed to buck the trend due to steady output in manufacturing and services. Conversely, the western and central regions have seen the sharpest economic decline.

As per the GDP growth numbers reported by the states South and East continued to report healthy GDP growth numbers even in fiscal 2020. Eastern region was the only region which witnessed slight growth in overall gross domestic product in fiscal 2020 even though all other regions reported sharp decline which made it the second fastest growing region in fiscal 2020.

Region wise share in GDP (in constant terms) (2019-2020)



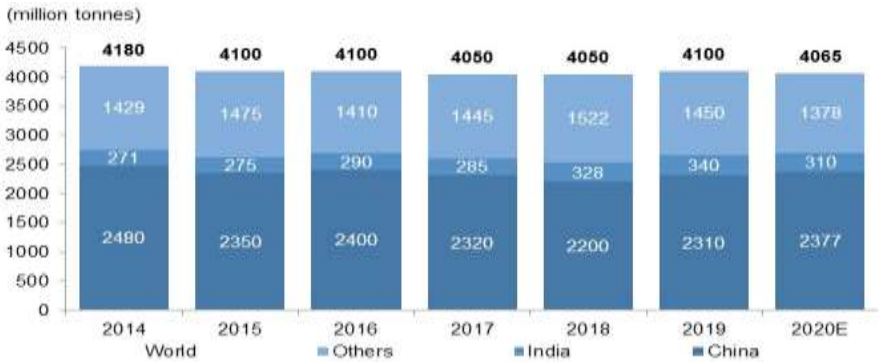
Source: RBI, The Ministry of Statistics and Programme Implementation (MoSPI), CRISIL Research

<u>Introduction to the Indian Cement Industry</u>

The market position of India's cement industry globally

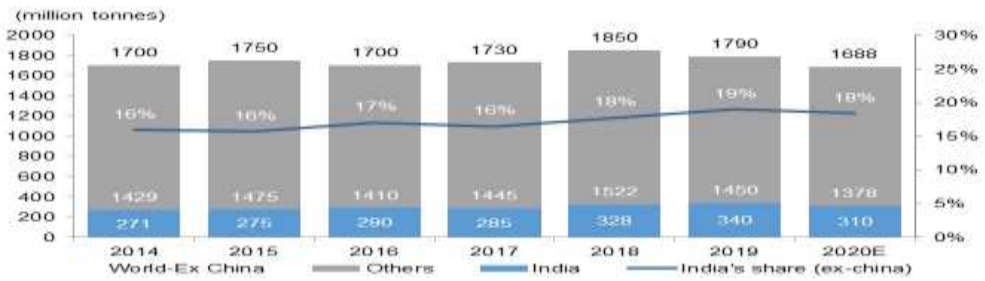
Global cement production was approximately 4.1 billion metric tons in 2020. Growth of global cement production has remained muted over the past five years.

Estimated trends in global cement production



Source: United States Geological Survey-Mineral commodity summary, NBS China, Department for Promotion of Industry and Internal Trade, India and CRISIL Research

India's share in the global cement industry (ex-China) on the rise

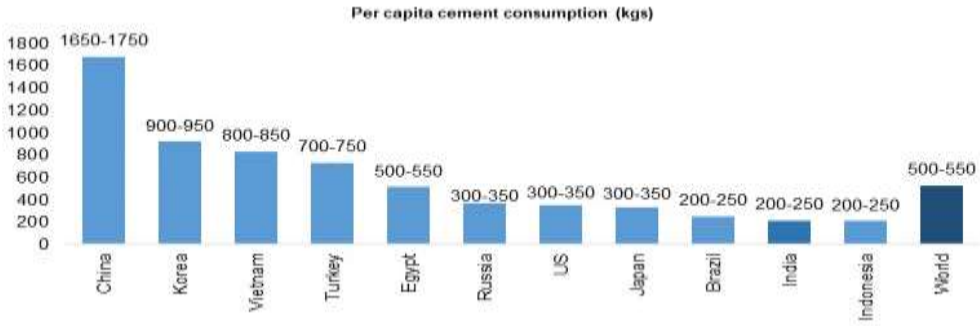


Source: United States Geological Survey-Mineral commodity summary, Department for Promotion of Industry and Internal Trade, India and CRISIL Research

Comparison of per capita cement consumptions across the key cement-producing countries

In comparison with the other major cement producing countries, India exhibits the lowest per capita cement consumption at 200 to 250 kg, which is nearly half of world average of 500 to 550 kg. China has the highest per capita cement consumption of 1650 to 1750 kg, followed by Korea at 900 to 950 kg. However, despite a low per capita cement consumption, India is the second largest cement consumer in the world behind China.

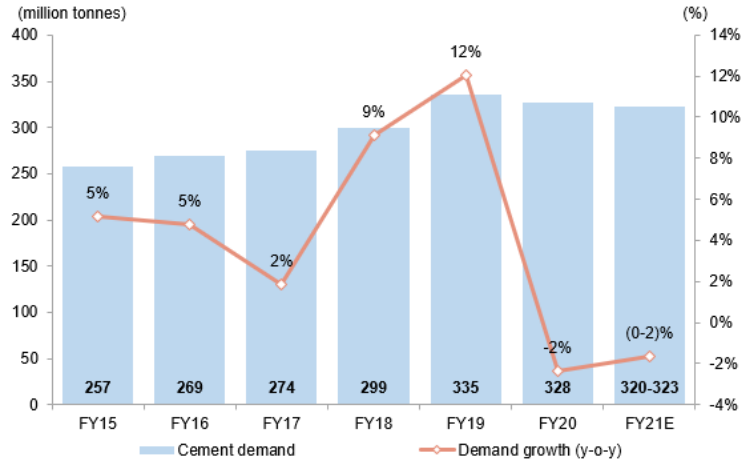
Global trends in cement consumption (2018)



Source: Industry, CRISIL Research
Note: data for 2019 is currently not available in the public domain

<u>All- India Demand Overview</u>

Historical Demand and Demand Growth



Source: Industry, CRISIL Research

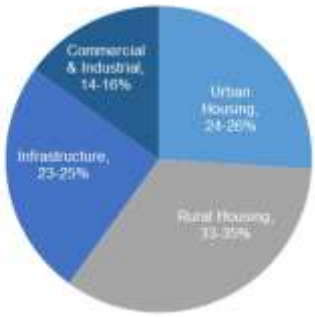
Domestic cement demand grew at a moderate pace of 5% CAGR over Fiscal 2015 and Fiscal 2020, following the demand for and construction of infrastructure and affordable housing. In fact, majority of this growth was seen during Fiscal 2018 and 2019 on the back of pre-election spend. Demand for domestic cement witnessed a fall in Fiscal 2020 that continued into Fiscal 2021 due to the disruptive effects of the pandemic.

2019 to 2020: Cement demand witnessed a fall of about 2% in 2020 after witnessing two years of stellar growth (around 12% in Fiscal 2019 and around 9% in Fiscal 2018). Demand experienced negative growth of 0.5 to 1% in the first half of the year largely due to macroeconomic weakness. A slowdown in infrastructure spending on both Central and State side adversely impacted demand, along with several external factors like heavy monsoons and its delayed withdrawal, the fallout resulting from the Andhra Pradesh state government cancelling the state-wide infrastructure projects, sand unavailability issues in many states (especially the southern states like AP-Telangana). Labour shortage due to the general election, water scarcity in several states like Bihar, Tamil Nadu and Odisha also impacted demand. However, the second half of the year witnessed marginal revival in demand following the release of pent-up demand and a pickup in central capex funding, which worked to limit demand decline to approximately 2% for the year.

2020 to 2021E: Cement demand is expected to fall once more in Fiscal 2021 after a modest dip in Fiscal 2020 as the cement industry witnesses a tumultuous transition between the two fiscal years. Cement demand is expected to fall by 0 to 2% on-year in Fiscal 2021 due to production shutdowns, stalled construction activities and mass exodus of labour following the fear of the pandemic spread in Q1FY21. Supply chain and labour issues due to extended local lockdowns led to a demand de-growth of 30 to 31%, though pent-up and pre-monsoon construction demand in May and early June cushioned any further decline in Q1FY21. The cement industry was surprised with moderate demand growth of 3 to 4% on a year-on-year basis in the seasonally weak monsoon period of June to September. This was majorly driven by pent-up post-monsoon construction demand in September amid the return of migrant labourers and easing COVID-19 restrictions in urban settlements. Rural demand continued to shine as the only silver lining for cement demand during H1FY21 while infrastructure moved along a slower lane. Infrastructure witnessed a gradual pick-up in the seasonally strong construction period of December 2020 to January 2021, following increased government spending and recovery in urban housing leading to robust demand growth of 8-9% in Q3FY21.

By Segment

Sectoral Mix



Source: CRISIL Research, Industry

Note: As of March 2020

Demand to be driven by affordable housing and rural housing

The share of housing sector has dropped over the past five years due to the housing sector, especially real estate, being caught in a quagmire of slow economic growth, weak demand, buyer-unaffordability and high inventories. However, overall share was maintained at 60 to 65% due to the central government's push for the "Housing for All" scheme. While the housing segment will remain the key volume contributor, infrastructure is expected to expand its contributions with rising investments by the central government in roads, railways and the irrigation sector. On the other hand, the infrastructure sector has increased its share due to a spur in infrastructure spending by the central government.

Outlay on major segments in 2021 to 2022

	Budgeted outlay FY22 (Rs bn)	Revised estimates FY21 (Rs bn)	Change
Ministry of Road Transport and Highways	1732	1571	10%
Ministry of Railways	2148	2408	-11%
PMGSY	150	137	9%

Source: CRISIL Research, Union Budget 2021-22

Roads: Investment in state roads and national highways is estimated to have risen by around 11% in Fiscal 2020 and it is expected to experience a 0 to 2% decline in Fiscal 2021 owing to the COVID-19 pandemic's resultant lockdown affecting construction activities and migration of labour. The Indian government's focus on roads, and state and national highways, driven by public funds and rising cement intensity of road projects, has pushed up cement demand from the road segment in the last five years. Specifically, the use of paver blocks and concrete tiles, construction of flyovers and other structures have increased the cement intensity of road projects.

By Mode of Sales

Cement is marketed via two mechanisms i.e. trade and non-trade.

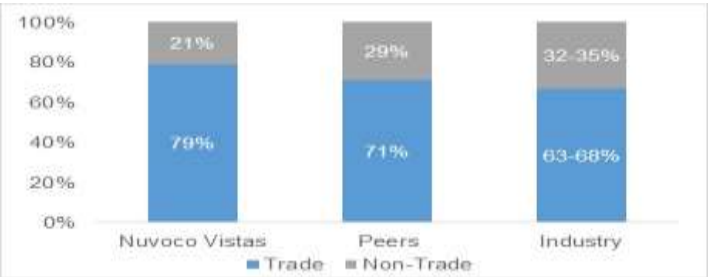
Trade: The manufacturer directly sells cement to the dealers and retailers, who then sell the same to the end consumers. It is a more common and stable method of vending cement since the manufacturer does not have to incur the liability of directly making sales pitches to the consumer, and it is a method that increases the reach of the manufacturers. The dealer receives incentives to sell the product. Segments which falls under the same are individual housing, Pradhan Mantri Awas Yojana Grameen and parts of infrastructure, industrial-commercial as well as other housing segments.

Non-Trade: This is where the manufacturer sells to the consumer directly, like a construction company for use in the project. Here, the dealer is not involved.

Break-up of cement sales by mode of sales

Source: CRISIL Research, Industry

Player-wise breakup in mode of sales - (2019-20)



Source: CRISIL Research, Industry, Company Reports

Note: Industry peers comprises of Lafarge Holcim Group, Ultratech Cement, Dalmia Bharat and Shree Cement; Nuvoco Vistas comprises of NVCL (standalone) and Nimbol Assets

While the entire cement industry has a share of trade/retail sales at 65-68%, several retail focused players like Nuvoco Vistas Corp Limited (NVCL), Lafarge Holcim Group and Shree Cements enjoys retail share of 75-85%.

Higher profitability in trade segment makes it more attractive

Trade is the more preferred segment for manufacturers as it fetches higher realisations. While, the manufacturer has to invest on the distribution channel the returns on the same is relatively higher. The difference between trade and non-trade price varies from Rs 30-80 for the same manufacturer. The difference in prices are based on a multitude of factors like

- Region - difference between trade and non-trade segment is highest in the southern region.
- Volume - Higher the volume, higher the difference. For large scale projects buyers negotiate to get better prices.
- Project type: For infra projects prices are often fixed at ex-FOR (freight on road) basis. Ex-freight cement prices in Andhra was set at Rs 225 in the previous year while retail/ trade prices were above Rs 350 for CAT A brands.
- Relationship - The relationship between the construction company and the cement manufacturer often players a key role in the determining the quantum of discount

While non-trade cement trades at a discount, it comes with several cost advantages as well. The key cost advantage are:

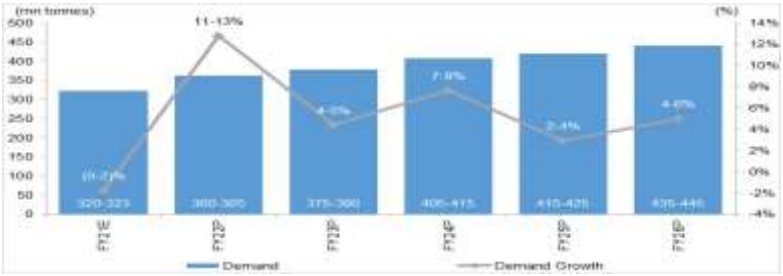
- A large part of the non-trade cement is transported in the form of bulk cement which helps down in cutting freight as well as packaging cost
- Since dealer is not involved the company does not have to pay dealer commissions
- Further, company has to spend less in setting up dealer network

Despite these cost advantage trade segment remains more attractive due to higher prices. Thus, it often leads to higher profitability. The difference in profitability of trade and non-trade segment varies between **100-400** bps depending on the difference in prices as well as volumes.

<u>The demand outlook for India</u>

Growth in cement demand for the next five years

Cement Demand Forecast



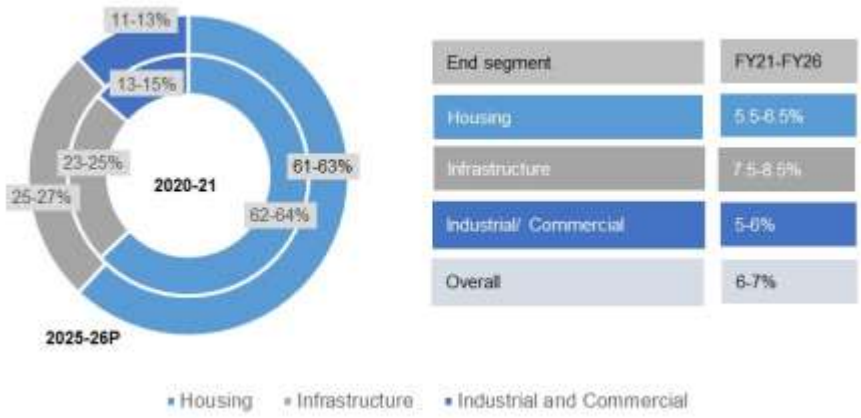
Source: CRISIL Research, Industry

Cement demand is expected to face consecutive demand de-growth in Fiscal 2021 after a marginal dip in Fiscal 2020 as the cement industry witnesses a tumultuous transition between the two fiscal years. Cement demand is expected to fall by 0 to 2% on-year in Fiscal 2021 owing to the outbreak of the COVID-19 pandemic in India and strict lockdown measures taken by the Indian government to curb the spread of COVID-19 in the country. However, demand decline in the current year is due to the sharp drop in demand in the first quarter brought about by the total lockdown in April. After falling by 31% on-year in Q1 FY21, cement demand has recovered sharply, witnessing positive growth over Q2 and Q3 FY21. While demand witnessed a tepid growth of 3 to 4% in Q2 FY21, Q3 FY21 marked a full-fledged recovery with the industry growing by 8 to 9% on a year-on-year basis. Demand was largely driven by rural housing in the first half, whereas urban housing and the infrastructure segment aided recovery in the third quarter.

A reboot in demand after the festive season in H2FY21 was led by a continued traction in rural demand, increased government spending on infrastructure and housing segments, and ample labour availability at construction sites. Additionally, key infrastructure projects like roads, metros and irrigation and the government's drive to revive the housing segment are expected to drive potential cement demand in the near future. CRISIL Research expects cement demand to register a CAGR of 6 to 7% from Fiscal 2021 to Fiscal 2026 driven by a raft of infrastructure investments and healthy revival in housing demand, as compared to a CAGR of 4.5 to 5.5% witnessed during Fiscals 2015 to Fiscal 2020.

Demand growth segmentation by product

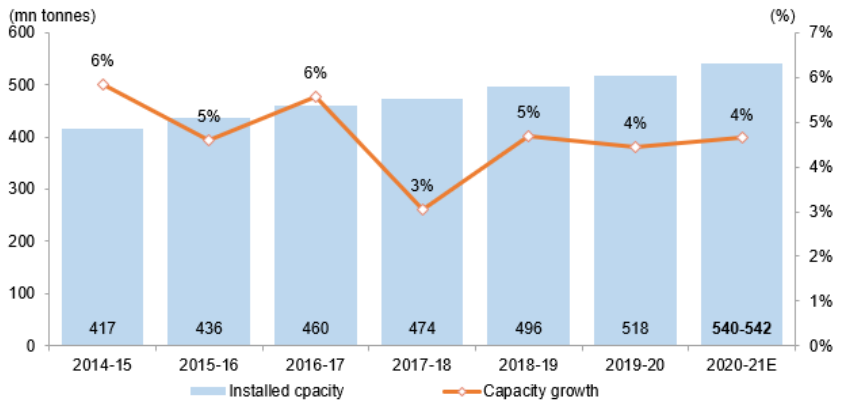
With the government pushing for infrastructure projects over the next few years, the share of cement demand of the infrastructure segment is expected to increase from 23 to 25% in Fiscal 2021 to 25 to 27% in Fiscal 2026. The Central government's focus on roads, railways, urban infrastructure and irrigation will boost infrastructure investments.



Source: CRISIL Research

<u>An overview of cement supply in India</u>

Historic capacity and capacity growth



Source: CRISIL Research

Total capacity additions

Source: CRISIL Research

Player-wise capacity growth

The large and mid-sized players have used both organic and inorganic route to grow. While Ultratech cement has seen the maximum capacity additions in absolute terms, Nuvoco (consolidated) has grown the fastest in terms of percentage with the total installed capacity doubling over the last 5 years post the acquisition of Emami Cements. Other players like Shree Cements, JK Cement and JK Lakshmi cement has also seen healthy capacity growth led by organic growth as they expanded to newer regions.

Player-wise installed capacity

(million tonnes)	FY16	FY17	FY18	FY19	FY20	Dec-20
UltraTech Cement Ltd	63.2	66.3	85.0	94.8	111.4	111.4
Lafarge Holcim Group	60.6	60.6	63.1	63.1	63.1	64.2
Shree Cement Ltd	25.6	29.3	34.9	37.9	40.4	40.4
Dalmia Bharat	24.9	24.9	24.9	26.5	26.5	28.5
Nuvoco Vistas	11.0	11.0	11.0	11.8	14.1	22.3
The Ramco Cements Limited	16.5	16.5	16.5	16.7	18.8	19.8
India Cements Ltd	15.6	15.6	15.6	15.6	15.6	15.6
Birla Corporation Ltd (con)	9.8	15.4	15.4	15.4	15.4	15.4
J K Cement Ltd.	10.5	10.5	10.5	10.5	14.0	14.7
JK Lakshmi Cement Ltd (con)	8.6	10.9	10.9	12.5	13.3	13.3
Prism Cements Ltd	5.6	7.0	7.0	7.0	7.0	7.0
Heidelberg Cement India Ltd	5.4	5.4	5.4	5.4	6.3	6.3
Sagar Cement Ltd. (con)	2.9	4.0	4.3	5.8	5.8	5.8

Source: CRISIL Research, Company Annual Reports
Note: For Ultratech and Shree only India operations are considered, For JK Cement only grey cement sales are included. For JK Lakshmi Cement, Birla Corp and Sagar Cement consolidated capacity has been considered. For ACC & Ambuja Cements numbers are on calendar year basis; For Nuvoco Vistas only standalone assets considered from FY16-FY19; Standalone and Nimbol assets are considered for FY20; Standalone, Nimbol assets and Nu Vista Limited are considered FY20 onwards

Historic production and capacity utilization

Trend in capacity utilization

Source: CRISIL Research

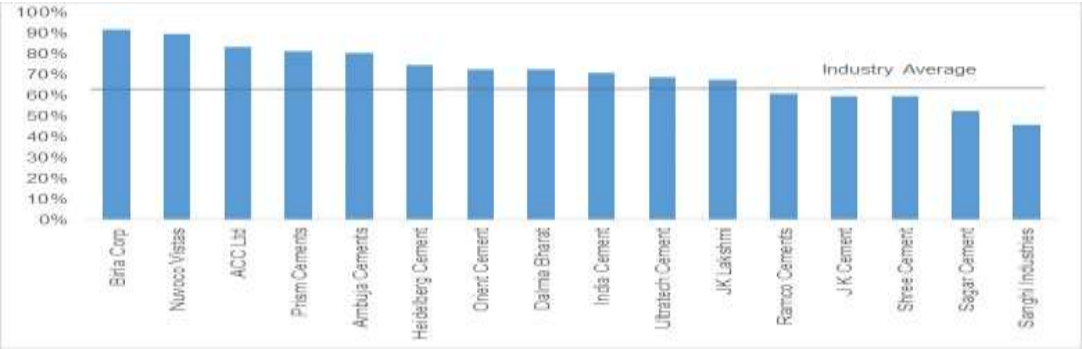
2020 to 2021E: In Fiscal 2021, amid the crisis of the COVID-19 pandemic, logistics and labour issues, along with high inventory levels acted to limit production growth in the first half of the first quarter, before a sharp increase in demand occurred. Nonetheless, due to the complete halt in production over the first two weeks of April 2020, utilization levels plunged to historic lows of 43 to 45% in the first quarter of the fiscal. Utilization levels have continued to grow since reaching pre-pandemic levels of 70 to 72% in the 3rd quarter of the fiscal year and are expected to grow further in the final quarter in line with growing volumes. However, on a year-on-year basis, utilization levels are expected to fall by around 300bps to 62 or 63% in Fiscal 2021.

Player wise utilisation rates

The mid and large sized players operate at relatively higher utilisation rates as compared to regional and smaller players because of better brand pull as well as stronger distribution network. Among the larger players Nuvoco Vistas Corp Limited, Birla Corp and ACC Limited (Lafarge Holcim group) have very high utilisation level. These players have high utilisation levels across regions. In fact Birla Corporation and Nuvoco Vistas Corp Limited were the only large/mid player to operate at a healthy utilisation level of 90% or above in fiscal 2020, with utilisation levels remaining high for these two players in plants across all regions.

On the other hand recent expansion spree by Shree Cement, JK Cement and Ramco Cement has led to lower than industry utilisation levels. However, these players are expected to ramp up production from the newly installed units leading to pick up in utilisation levels in medium term.

Player-wise utilisation levels (FY20)

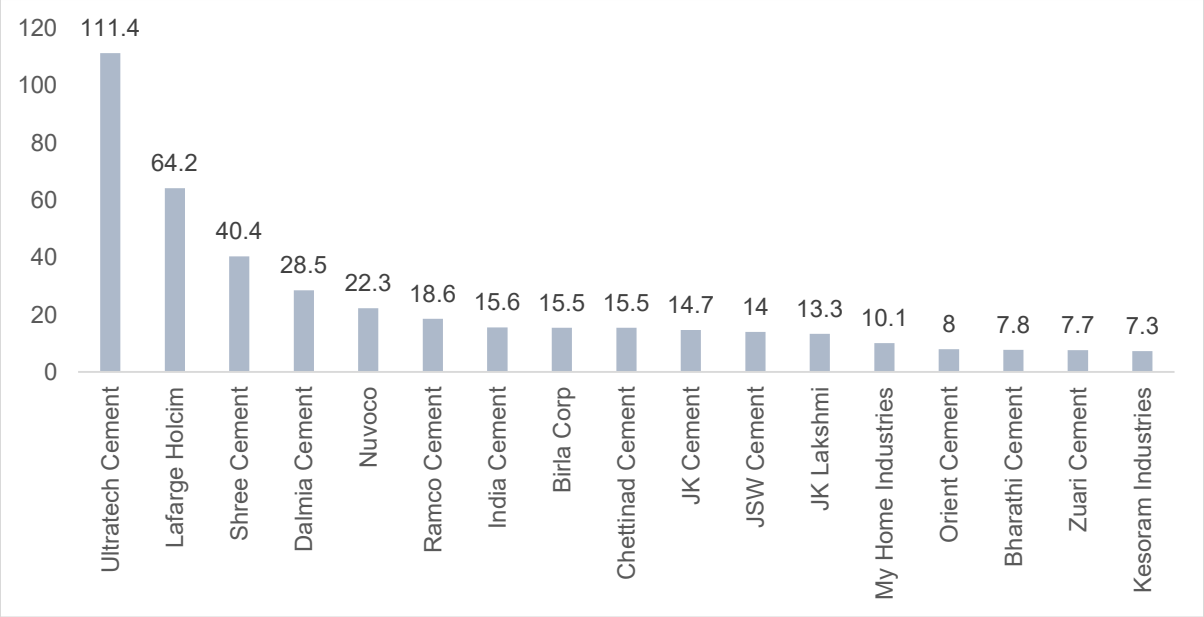


Source: CRISIL Research, Company reports
***Note**: Capacity utilisation has been calculated as total production for the year divided by year-end installed capacity. The same has not been adjusted for the date of installation of new capacity. For JK Cement only grey cement sales are included. For ACC & Ambuja Cements numbers are on calendar year basis. Nuvoco Vistas comprises of NVCL (standalone) and Nimbol Assets*

Capacity basis Market shares of top industry players

Share of top 5 players in the industry has grown to ~50.5% led by consolidation and higher organic growth by large players. Driven by foray into value-added products such as RMC and white cement, the industry has diversified a little. Except for a few, cement players don't have any meaningful share of revenues from segments other than cement. Given the sharp variation in gearing ratios and profitability, financial flexibility varies sharply with most large players enjoying moderate to strong financial flexibility.

Player-wise domestic capacity of the key players in the industry



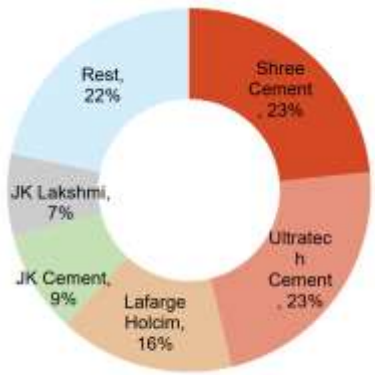
Source: CRISIL Research
As of December, 2020
Note: For Ultratech and Shree only India operations considered. For Nuvoco, Birla Corporation, India Cements, JK Lakshmi cement and Bharathi Cement (consolidated capacity considered)

The top 5 players have been gaining market share over the last 5 years through various acquisitions. Acquisition of Jaypee assets (17.2 MMTPA; 4 MMTPA under construction) and Century Textiles & industries (14.6 MMTPA) has helped Ultratech Cement consolidate its position in Western and Central region. Similarly acquisition of Emami Cements by Nuvoco Vistas Corp Limited has led to the player becoming the leading player in the eastern region.

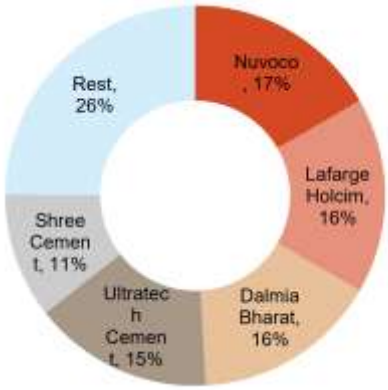
This has helped the large players consolidate their position across regions with the top 5 players accounting for over ~50.5% of pan-India capacity.

Regional Capacity Breakup

North

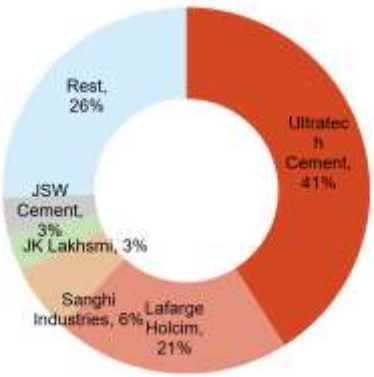


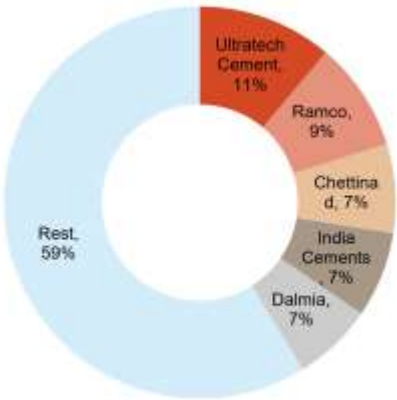
East



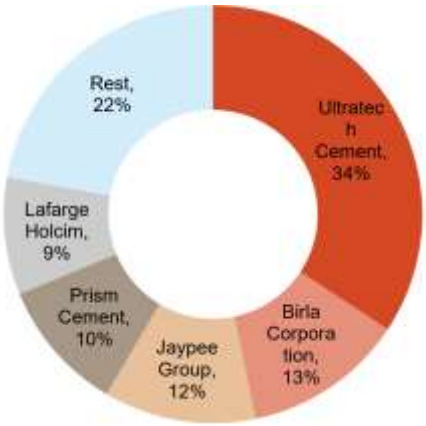
West

South





Central



Source: CRISIL Research
As of December, 2020

Player-wise sales of key manufacturers

(in million tonnes)	FY16	FY17	FY18	FY19	FY20	9M FY21
Utratech Cement	48.0	48.9	57.8	69.5	76.4	54.2
ACC Limited	23.6	23.0	26.2	28.4	28.9	25.5
Shree Cement	14.2	20.6	22.5	25.1	24.9	18.6
Ambuja Cement	21.5	21.1	23.0	24.3	24.0	22.7
Dalmia Cement	12.8	15.3	17.0	18.5	19.3	14.3
Nuvoco (Consolidated)	-	-	-	-	-	11.7
Nuvoco Vistas	9.6	9.7	10.6	11.0	12.2	-
Nu Vista Limited	-	0.5	2.7	4.6	4.8	-
Birla Corporation	8.0	10.1	12.5	13.8	13.6	9.2
Ramco Cements	7.2	8.4	9.3	11.2	11.2	6.8
India Cements	8.7	11.0	11.2	12.3	11.0	5.9
JK Lakshmi	7.3	8.0	8.5	9.7	9.2	7.0
Jk cement	6.9	6.8	7.9	8.4	8.4	7.1
Orient Cement	4.4	5.6	5.8	6.4	5.8	3.2
Prism Cement	5.3	5.4	5.6	6.3	5.7	3.9
Heidelberg Cement	4.4	4.5	4.7	4.9	4.7	3.2
Sagar Cement	1.7	2.0	2.7	3.3	3.1	2.1
Star Cement	2.7	2.7	2.4	2.7	2.9	1.8

Source: CRISIL Research

Note: FY16 data for Shree Cement is for 9 months, For Ultratech and Shree only India operations are considered, Birla-Corp consolidated figures are from FY17, For JK Cement only grey cement sales are included. For ACC & Ambuja (Lafarge Holcim Group) sales volume numbers are on calendar year basis - 9M FY21 numbers represents sales volume for CY 2020.For Nuvoco Vistas only standalone assets considered from FY16-FY19; Standalone and Nimbol assets are considered for FY20. Nuvoco Consolidated includes Nuvoco Vistas (NVCL and Nimbol) as well as Nu Vista Limited. Sales includes sale of grey cement and clinker

Over the last two years players Ultratech, The Ramco Cements and Nuvoco Vistas have seen the sharpest sales growth among the mid and large players. This has helped these players expand their market shares. Going forward, Ultratech Cement, Nuvoco (consolidated) and Dalmia Bharat are expected to see further rise in market share led by commissioning of new capacities along with ramp up of acquired capacities.

Nuvoco Vistas Corporation Limited ("**NVCL**") manufactures cement and has an installed capacity of 14 MMTPA (including Nimbol assets 2.28 MMTPA) and is also one of the leading RMC players in India. It has four integrated cement plants, two grinding units, one blending unit and a ready-mix concrete business. Its main brands are Concreto and Duraguard. After being launched in 2004 Concreto has been one of the best-selling brands for the company. Concreto and Duraguard are market leaders in terms of cement prices in the respective segment as well as regions. NVCL was initially a wholly owned subsidiary of Nirma, but in Fiscal 2020, Nirma has transferred its 100% holding in NVCL to Niyogi Enterprise Pvt Ltd (the promoter company). NVCL completed acquisition of Emami's cement business (8.3 MMTPA) at an enterprise value of INR 5,500 crore in July 2020, making it the largest player in East India with ~17% market share in terms of capacity on a consolidated level and the 5th largest player in India with a consolidated capacity of 22.32 MMTPA (4.2% of Pan-India installed capacity as of December 2020). The consolidated entity also has a ~4.7% market share in the North in terms of capacity. The subsidiary was later renamed to NU Vista Limited. The acquisition of Emami Cement Limited, now known as NU Vista Limited, was on account of rapid volume growth the company has seen over recent years. NU Vista, with its brand "Double Bull" was the fastest growing company in the industry being a new entrant in the market.

The Company had become a key player in the eastern region with market share close to ~6% in the region in Fiscal 2020.

The diversified business portfolio of the Company includes:

Cement: The consolidated entity of Nuvoco Vistas Limited has well recognised cement brands in the market Concreto, Duraguard and Double Bull. The Company has 5 integrated plants, 5 grinding units and one blending unit across North and East locations. However, the Company sells in west and central regions as well due to close proximity of these plants with the regions. The business accounted for ~84% of the company's total sales in 2019-20. The Company's plants are state of the art and the Mejia Plant has one of the lowest specific energy consumption in the entire industry as per company's filings with Green Business Energy under The Confederation of Indian Industry. The company has a pan India market share of 4.2%, whereas it is more dominant in east with a market share of ~17% in terms of capacity on a consolidated basis as of December 2020. The Company also has good presence in North India with ~5% market share in terms of capacity.

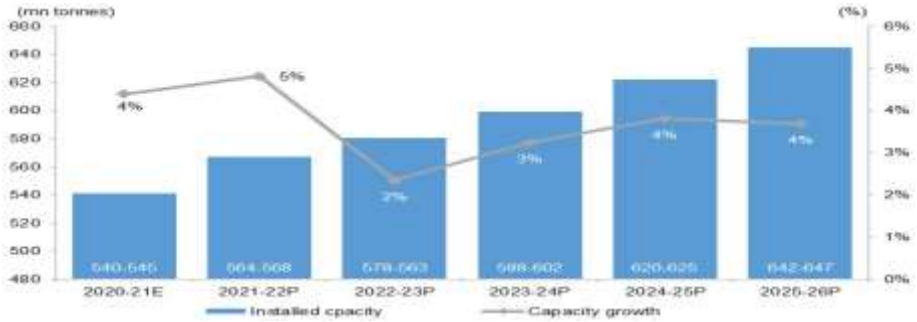
In terms of sales the consolidated entity has a market share of 5.1% in 9M FY21 with total sales of ~11.7 million tonnes.

Ready-Mix Concrete (RMX): The company's RMX business has pan-India presence offering specialised products like Artiste and InstaMix. The company has over 49 plants as of March 2021 and has been increasing its presence across geographies. The company is one of the first movers in the industry and has recently launched innovative products like InstaMix Mortare to supply wet-mix cement mortar in bags which is used for all kinds of masonry. Further, the company launched InstaMix Microne which is a ready-to-use wet micro concrete for structural strengthening and retrofitting.

Modern Building Materials (MBM): The Modern Building Materials (MBM) product range under the Zero M and InstaMix brands comprises of construction chemicals, multipurpose bonding and waterproofing agents, Wall Putty, Tile Adhesive, Ready Mix Dry Plaster and Cover Blocks.

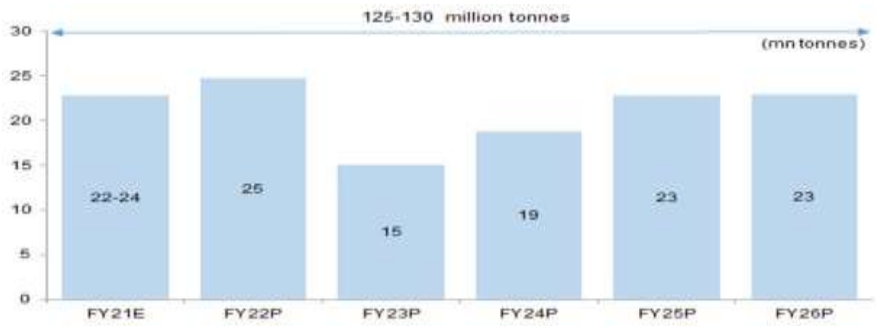
<u>All-India Supply Outlook</u>

Installed capacity outlook and capacity growth for next five years (2021 to 2026)



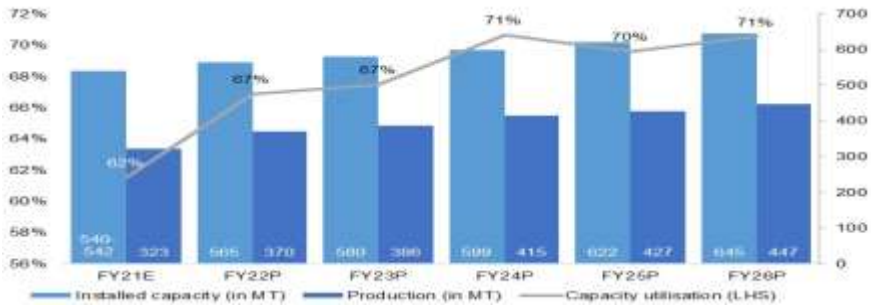
Source: CRISIL Research, Company Reports

Total capacity additions estimated over next five years (2021 to 2026)



Source: CRISIL Research, Company Reports

Production and capacity utilization outlook for next five years (2021 to 2026)



Source: CRISIL Research, Company Reports

Industry to potentially witness around 125-135 MMTPA capacity addition in the next five years. The cement industry is estimated to have added ~24 million tonnes of grinding capacity in 2020-21 over 22 MMTPA of capacities commissioned in 2019-20. As of 2020-21, CRISIL Research estimates overall installed capacity of 540-542 MMTPA (adjusted for period of commissioning this would be close to 525 MMTPA on an effective basis). The capacity additions is expected to remain robust with nearly 125-130 MT capacity expected to be added in over span of FY21-26. The total installed capacity is estimated to be around ~645 MMTPA by FY26 with capacity utilization of 70-72%.

<u>Regional Demand: Overview and Outlook</u>

Overview of regional demand

In the last five years, the central (Uttar Pradesh and Madhya Pradesh) and eastern (Odisha, Bihar and West Bengal) regions have exhibited strong demand led by a surge in infrastructure construction and rural housing. Over the past five years, cement demand grew at a moderate CAGR of approximately 5%, driven by infrastructure development as well as rural housing construction in the eastern region. However, the southern region suffered sluggish growth in demand because of continued capacity additions in the region, the stalling of construction activities in Amravati and Polavaram in AP-Telangana and sand unavailability in the region post-new sand mining laws.

Regional cement demand trend

Source: CRISIL Research, Industry

In the long run, CRISIL Research expects cement demand to increase at a faster pace of about 6.5% as compared against a moderate pace of about 5% CAGR in the past five years. In terms of regional dynamics, while the eastern region is expected to exhibit robust growth followed by moderate growth in the central region, growth rates in the southern and western regions are expected to pick up pace over the next 5 years. Demand in the southern region will remain a key monitorable, as pick-up in the state capex in AP-Telangana as well as release of funds by central government for Polavaram projects will lead to faster demand revival on low base. This interplay of demand dynamics would likely result in the share of the eastern region rising to 27 to 29% in Fiscal 2026 from about 25% in Fiscal 2020.

Shift in region-wise demand over next five years (2021 to 2026)

Source: CRISIL Research, Industry

Eastern and Central regions to drive demand growth in the longer run

Per the past decade, the Eastern and Central regions will continue to drive cement demand in India in the medium term on the back of continued government development of infrastructure and housing in these regions, along with a low base of development. Per-capita income and per capita cement consumption of the eastern and central regions are well below Pan-India numbers and thus provides huge scope for potential growth. North, West and South India, which are home to the more industrialized states in India, have seen relatively lower demand growth in the past and will continue to lag behind the other two regions in the future as well.

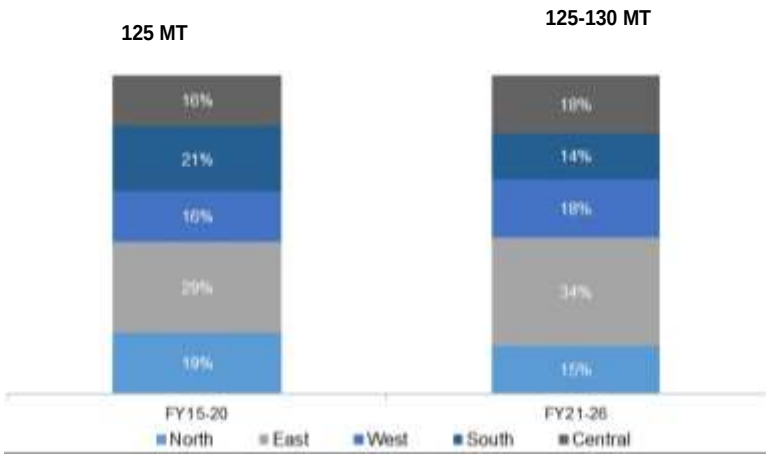
Amongst the three relatively well-developed regions of North, West and South India, demand growth in West and South India is optical in nature due to the low base of 2020 to 2021, where both regions witnessed a sharper decline in demand.

Regional Supply: Overview and Outlook

Overview of dynamics in regional supply

From 2015 to 2020, the northern, eastern and southern regions collectively made up 70% of overall capacity additions, with East India accounting for the largest addition in capacity over the years. The pace of capacity addition has slowed down significantly in the southern region as the operating rates in the region are the lowest in the country. The Eastern region has seen the highest capacity additions in recent years led by rapid expansion by Nu Vista Limited (formerly Emami cement; now a wholly owned subsidiary of Nuvoco) as well as Shree cement which helped them gain market share in a fast-growing market. In the next 5 years from Fiscal 2021 to Fiscal 2026, the eastern, central and western regions are expected to drive further capacity additions, with the northern and southern regions lagging behind.

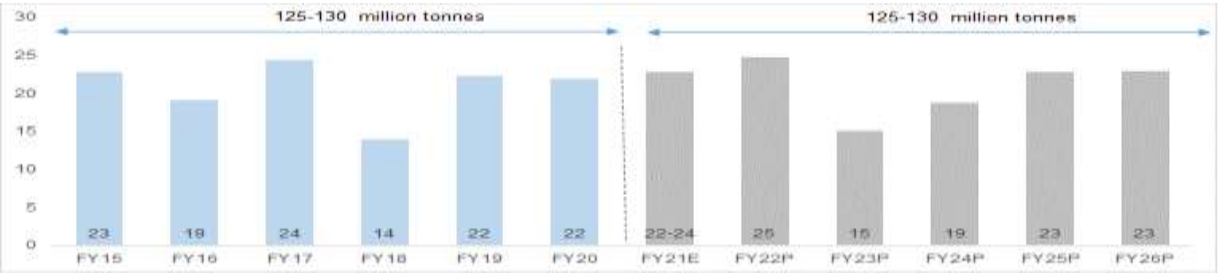
Regional breakdown of capacity additions



Source: CRISIL Research, Industry

The cement industry witnessed a robust addition in capacity of 22 million tons in Fiscal 2020. Capacity addition for the cement industry is estimated to hover at around 22 to 24 million tons in Fiscal 2021 due to pandemic disruptions as capital expenditure plans are delayed amid looming uncertainties. The cement industry will likely witness a capacity addition of 100 to 110 million tons in the next five years as compared to 102 million tons in the last five years.

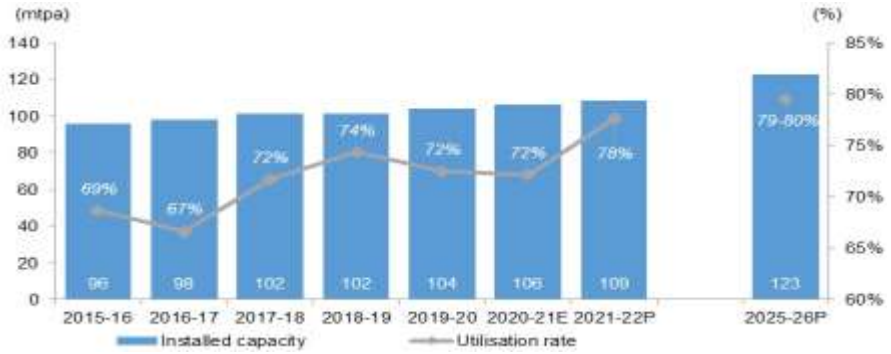
Year-wise capacity additions



Source: CRISIL Research, Industry

Capacity, growth and utilization in Northern region

With the revocation of the MFN status of Pakistan, the capacity utilization of the northern states grew in FY19-FY20. Prior to the revocation of Pakistan's MFN status, nearly 1.2 to 1.3 MT of cement had been imported from Pakistan every year. This has been substituted by local cement production in the northern region. While cement demand saw a dip in Fiscal 2021 due to COVID-19 shutdowns, it is likely that utilization will gradually increase with capacity additions and a revival of higher demand due to infrastructure growth.



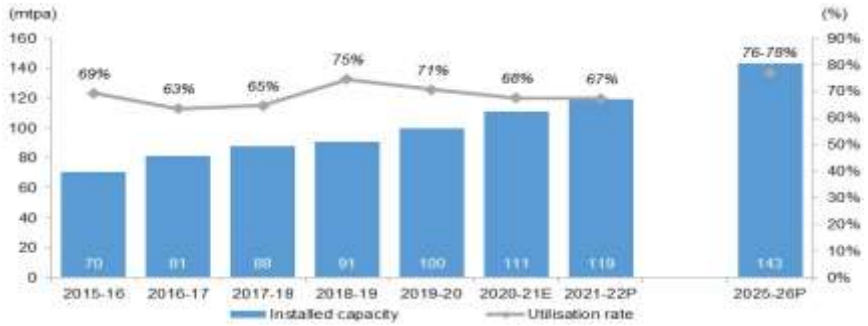
Source: CRISIL Research, Industry

Note: Capacity utilization is calculated on effective capacity - based on the date of commissioning of the plant; capacity utilisation is calculated as production in the region by effective capacity and does not take into consideration inter-regional movement.

Capacity, growth and utilization in Eastern region

In Fiscals 2021 to 2022, projected robust capacity additions in East India will contract operating rates. In the long run however from Fiscals 2025 to 2026, anticipated incremental cement demand will surpass incremental supply and elevate operating rates.

Installed capacity and capacity utilization - East

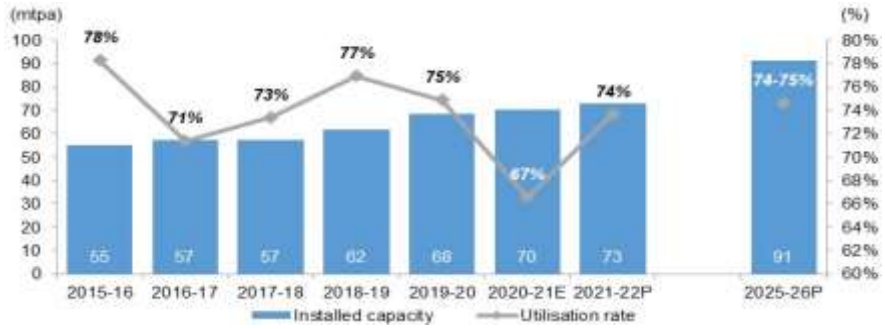


Source: CRISIL Research, Industry

Note: Capacity utilisation is calculated on effective capacity - based on date of commissioning of the plant; capacity utilisation is calculated as production in the region by effective capacity and does not take into consideration inter-regional movement

Central region will continue to operate at higher capacity utilization on the back of lower additions and steady demand growth.

Installed capacity and capacity utilization - Central



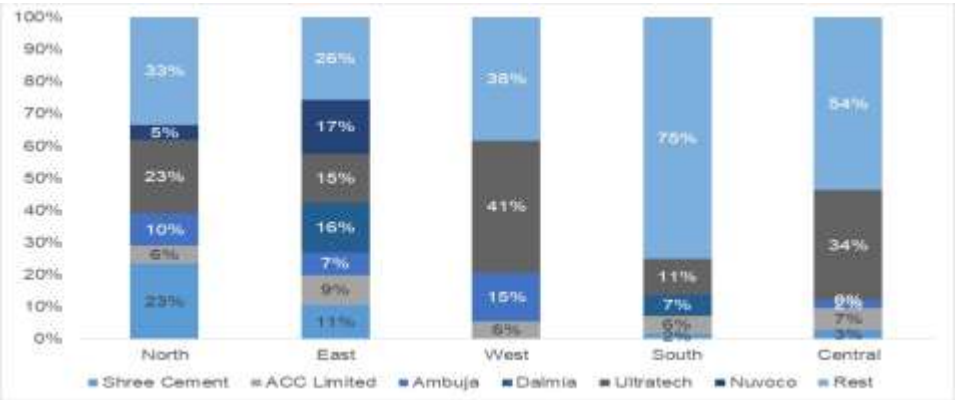
Source: CRISIL Research, Industry

Note: Capacity utilisation is calculated on effective capacity - based on date of commissioning of the plant; capacity utilisation is calculated as production in the region by effective capacity and does not take into consideration inter-regional movement

Region-wise capacity basis market share of large players

Ultratech and ACC (Lafarge Holcim Group) remain the two truly Pan-India players with plants in all the five regions. Ultratech, the largest player in the industry, holds the highest market share in the West Indian market, followed by the Central and Southern Indian markets.

Regional capacity breakup of large players



Source: CRISIL Research, Company filings
As of December 2020

Large players are defined as players with installed capacity > 20 million tonnes per annum. ; ACC and Ambuja are part of the Lafarge Holcim group (LH Group) and together forms the second largest cement player in India in terms of capacity

North India

States included: Rajasthan, Uttarakhand, Delhi, Haryana, Himachal Pradesh, Jammu, Kashmir and Punjab. Rajasthan, Punjab, Delhi and Haryana are the key markets in the northern region. Some of the prominent players in the North are Shree Cement and Ultratech, with 23% market share each. Holcim Group holds approximately 16% market share, followed by other players like JK Cement and Wonder Cement who also have cement plants in the region.

South:

States included: Andhra Pradesh, Karnataka, Kerala, Tamil Nadu, Andaman and Nicobar Islands, and Pondicherry.

The southern region is relatively more fragmented compared to the other regions. The major players in the South are UltraTech Cement with 11% of market share followed by Dalmia cement (7%) and Lafarge Holcim Group (6%). India Cements, Ramco Cement, Prism Cement, Chettinad Cement, etc hold 75% share in southern region.

East:

States included: Chhattisgarh, West Bengal, Bihar, Jharkhand, Odisha, Meghalaya, Assam, Arunachal Pradesh, Sikkim, Mizoram, Nagaland, Tripura and Manipur.

In terms of absolute consumption, West Bengal, Bihar and Odisha are the major consumers in the East. Major players in the region are Nuvoco (consolidated), Lafarge Holcim group, Dalmia & Ultratech holding 17%, 16%, 16% and 15% share respectively.

West:

States included: Maharashtra, Gujarat and Goa

Maharashtra is the largest cement consumer in India. Cement demand in Gujarat is also high with cement consumption witnessing healthy growth over the past few years on account of high infrastructure spending in the state. Major players in the region are Ultratech Cement with ~46% market share & Lafarge Holcim Group (21%) market share. Sanghi Cement, JK Lakshmi Cement and Century Cement are other major players in the region.

Central:

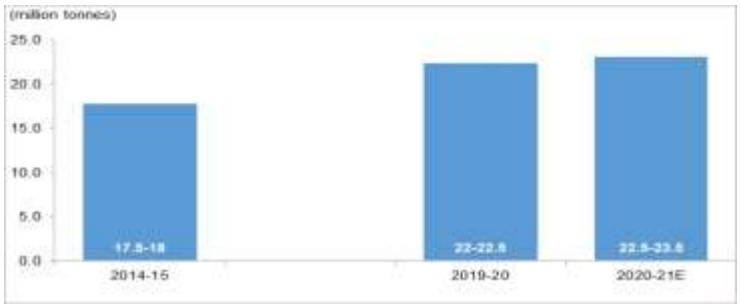
States included: Uttar Pradesh and Madhya Pradesh.

As the second largest cement consumer, UP accounts for around ~10% in pan-India cement consumption. Demand for cement from UP has been on a steady rise, over the past five years. With acquisition of Jaypee units, presence of UltraTech expanded to central and eastern UP, which was erstwhile present only in Western UP and Western MP and holds highest market share in the region with ~31%. Holcim Group (ACC and Ambuja), Ultratech Cement, Prism Cement and Shree Cement are major players present in this region.

State-wise demand-supply assessment

Rajasthan

Rajasthan cement demand trend

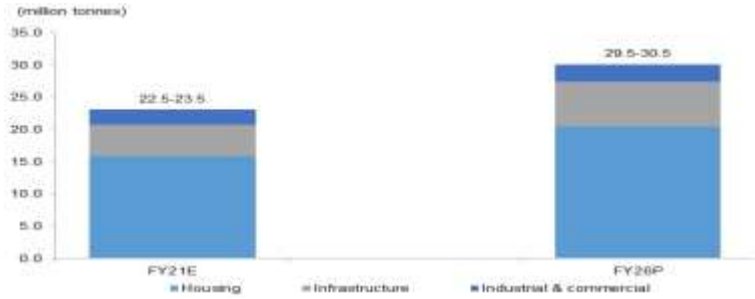


Source: CRISIL Research

Rajasthan's cement demand is estimated at around 22.5 to 23.5 million tons in Fiscal 2021. Cement demand in the state has grown at a healthy pace of 4.5 to 5% CAGR from Fiscals 2015 to 2020. Construction activities came to a grinding halt in Fiscal 2021 due to pandemic-necessitated lockdowns, with curfews in urban centers. However, demand has revived, led by strong demand for housing in both rural and urban housing and infrastructure projects, resulting in moderate demand growth of 2 to 4% in Fiscal 2021.

Cement demand from the infrastructure segment increased at a moderate pace of 5 to 5.5% CAGR in the last five years, led by increased spending by the government on roads and bridges and a healthy rise in investments in irrigation. While demand growth was moderate over Fiscal 2015 to 2017, it surged over Fiscal 2018 and 2019, driven by NHAI and state road construction.

Rajasthan cement demand outlook (FY21- FY26P)



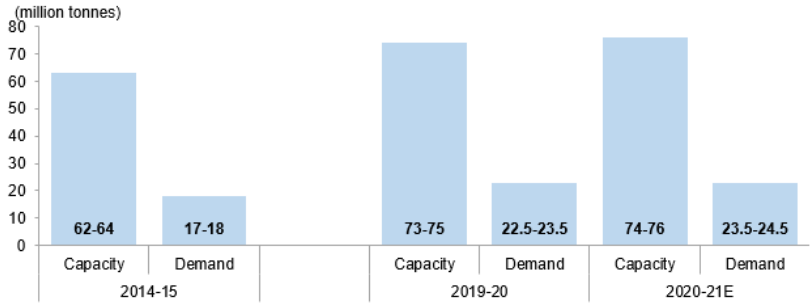
Source: CRISIL Research

CRISIL Research expects cement demand in Rajasthan to grow at a CAGR of 5 to 6% over the next five years, to reach 29.5-30.5 MMTPA by Fiscal 2026.

Segment	Demand Growth (FY21E-FY26P)
Housing	5-5.5%
Infrastructure	6.5-7.5%
Industrial & commercial	2.5-3%
Overall	**5-6%**

Cement demand from the industrial and commercial segments is expected to slow down in the state as investments remains elusive. Continued expansion of cement industry in the state is expected to aid demand growth. Demand from the commercial segment is expected to remain low as an excess room supply will likely prevent the addition of hotels in the near term. While revival of leisure travel is expected to take at least a year, deferred domestic leisure travel could provide some respite in near term for the hotel industry in Rajasthan.

Rajasthan cement supply trend

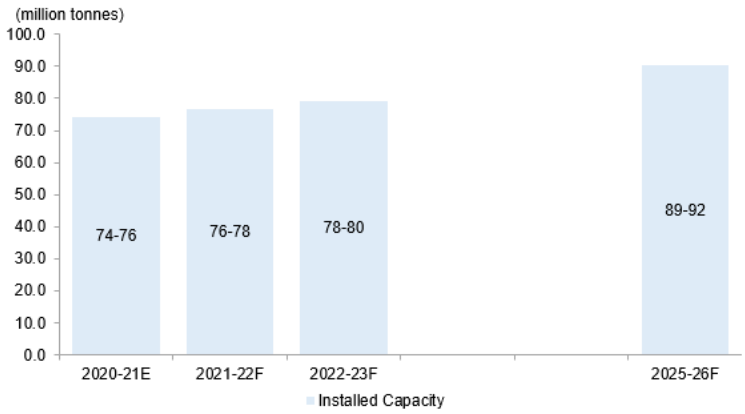


Source: CRISIL Research

Rajasthan holds close to 14% of India's total cement grinding capacity at 74-76 million tonnes per annum as of 2020-21. Abundance of rich limestone reserves has led to continuous rise in capacity additions in the region. It is a key producer state and feeds to central and western region.

Despite having surplus capacity Rajasthan has witnessed several capacity additions over the last five years to the tune of ~11 million tonnes per annum.

Rajasthan cement supply outlook trend (Installed capacity)

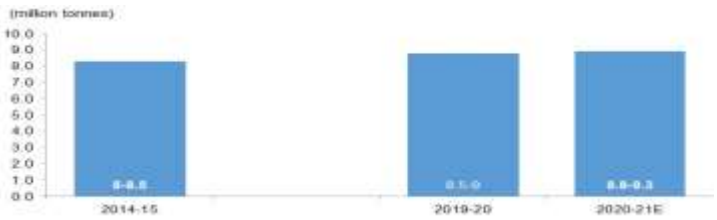


Rajasthan holds close to 14% of India's total cement grinding capacity at 74-75 million tonnes per annum as of 2019-20. Abundance of rich limestone reserves has led to continuous rise in capacity additions in the region. It is a key producer state and feeds to central and western region as well.

Despite having surplus capacity Rajasthan is likely to see capacity additions to the tune of 15-17 million tonnes per annum over next five years (2021-26) as most of the capacity in the northern region is expected to come up in Rajasthan which will feed to demand clusters in Haryana and Punjab.

<u>Punjab</u>

Punjab cement demand trend

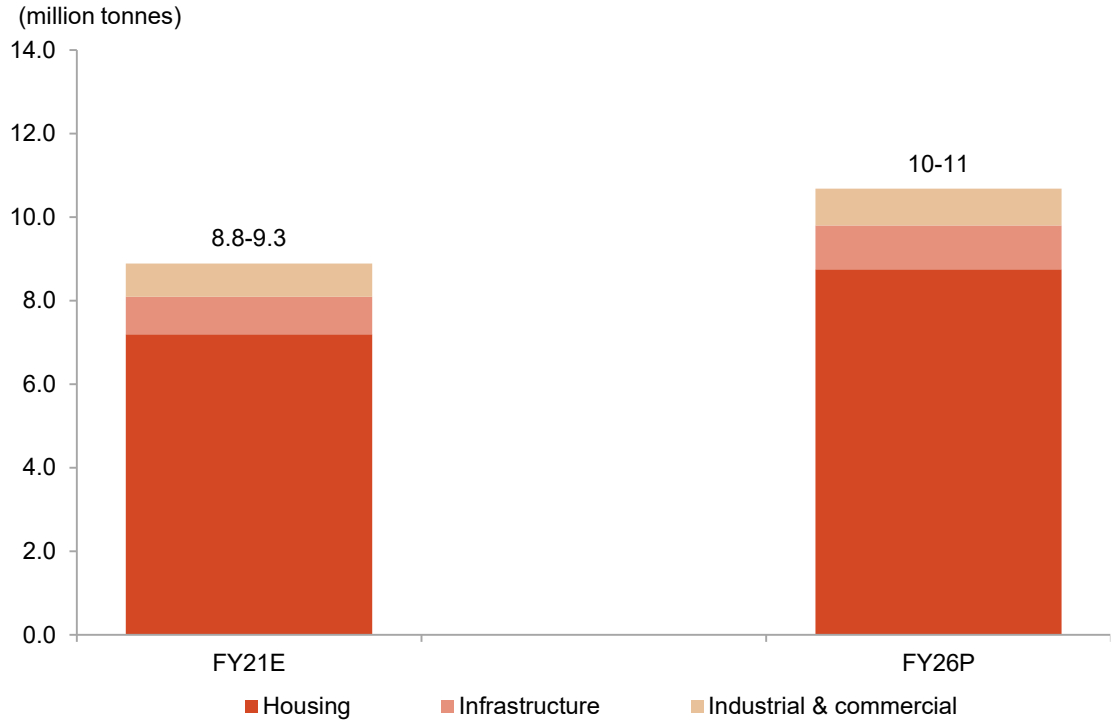


Source: CRISIL Research

Punjab's cement demand is estimated at around 8.8-9.3 million tonnes in fiscal 21. High base of development in the state has limited demand growth over the last few years. While, high share of pucca houses has limited demand offtake from housing; well spread road network in the state also hindered demand growth from infra segment.

Cement demand in the state has grown at a meagre ~1.2% CAGR over fiscals 15 through 20 driven by rural housing, which has grown at a robust pace. On the other hand, fall in remittances, accumulation of inventory as well as loss of investor confidence has led to steep demand decline from urban housing segment especially in the Chandigarh-Mohali region.

Punjab cement demand outlook (FY21E- FY26P)

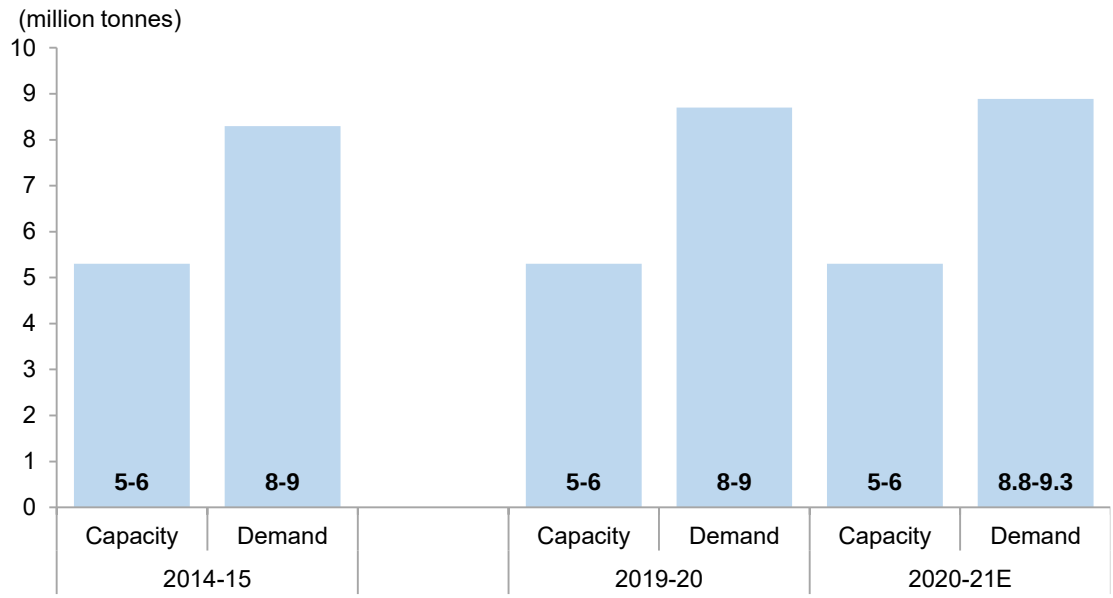


Source: CRISIL Research

CRISIL Research expects cement demand in Punjab to grow at a moderate pace of 3-4% CAGR over the next five years 10-11 MMTPA by fiscal 2026.

Segment	Demand Growth (FY21E-FY26P)
Housing	3.5-4.5%
Infrastructure	3-3.5%
Industrial & commercial	1.5-2%
Overall	**3-4%**

Punjab cement supply trend

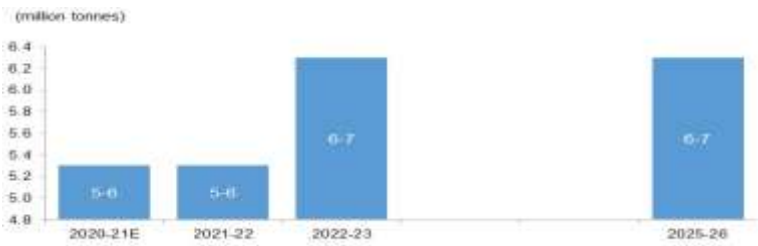


Source: CRISIL Research

Punjab holds close to 1% of India's total cement grinding capacity at 5-6 million tonnes per annum.

As the state cement demand is subdued with state holding ~3% of total cement demand and with scarcity of limestone reserves, no capacity additions are witnessed in the region in last 5 years

Punjab cement supply outlook trend (Installed capacity)



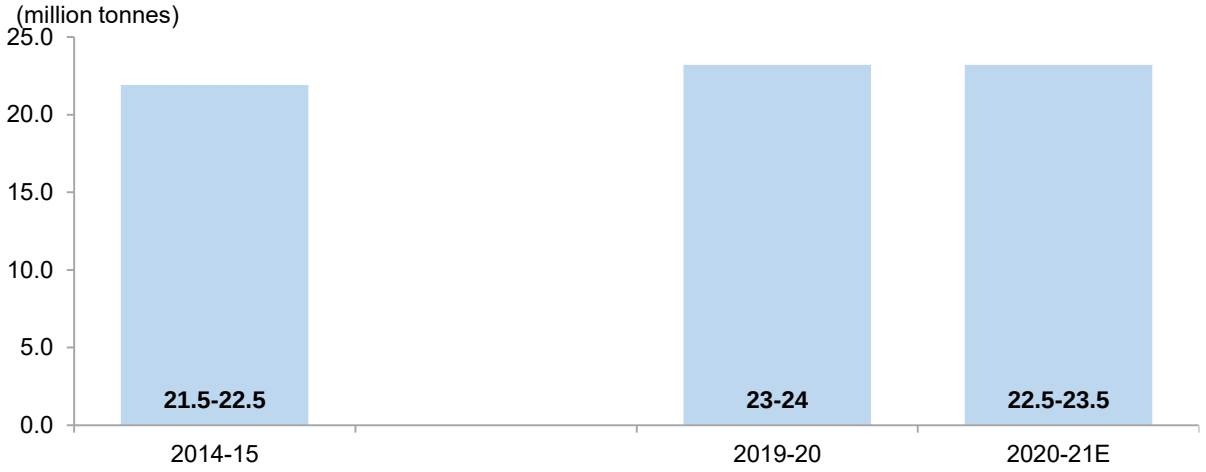
Source: CRISIL Research

Punjab holds close to 1% of India's total cement grinding capacity at 4-6 million tonnes per annum as of 2019-20.

Limited demand growth on high base of development and high share of concrete houses will limit capacity additions in the region. The state will continue to be a net importer of cement with majority material flowing in from Himachal and Rajasthan. Going ahead, Punjab to witness capacity addition of only ~1.0 million tonnes per annum over next five years.

Gujarat

Gujarat cement demand trend



Source: CRISIL Research

Cement demand in Gujarat, estimated at around 22.5-23.5 million tonnes in fiscal 21, to remain flattish on back of high caseload and subsequent labour issues due to mass exodus of labour. Roads, metro, bullet train and industrial corridor project as well as urban housing aided demand revival. Demand has grown at a moderate pace over the last five years due to high base of infra development and slowdown in industrial capex in the state. Cement demand after witnessing a spurt over FY18-FY19 led by pickup in infra spending especially in roads and highways, witnessed a steep drop in fiscal20 as demand from rural housing plummeted.

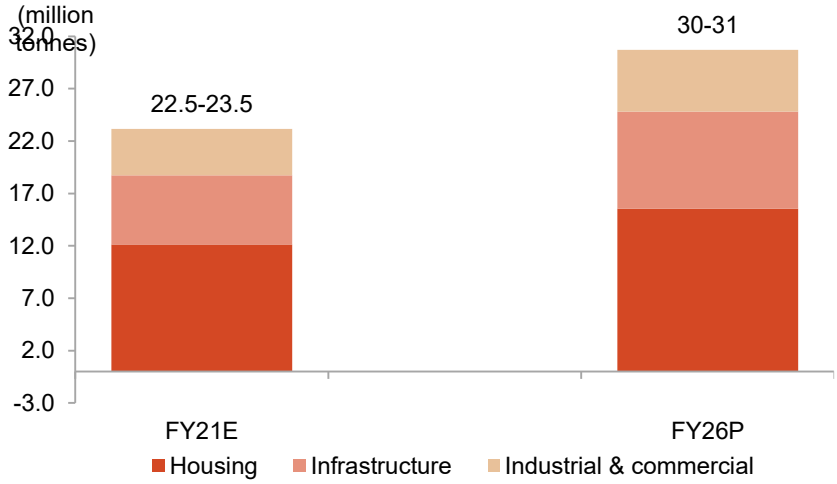
Demand slowdown over the last five years comes on the back of rapid development in the state over the previous 10 years where cement demand grew at a robust pace of 10-11% CAGR well ahead of the pan-India demand growth.

Nearly half of the cement demand is driven by infrastructure and industrial/commercial segment. On account of slowdown in capital investment in the last 5 years and high base of previous years, demand growth from infrastructure segment moderated. However, investments in roads and highways as well as augmentation of capacities in ports (Pipavav, Mundra and Dahej) drove demand.

Due to robust existing road network NHAI and PMGSY construction were slow with the Gujarat accounting for 2% and 1% of pan-India construction respectively in the last 5 years (FY15-20); However, West Gujarat - Kutch, Saurashtra area propelled demand growth.

Demand from housing segment on slow track as real estate demand remains moderate while urban housing is in saturated state. Unlike other states rural demand also remained weak due to lower share of kutcha houses in the state.

Gujarat cement demand outlook (FY21E- FY26P)

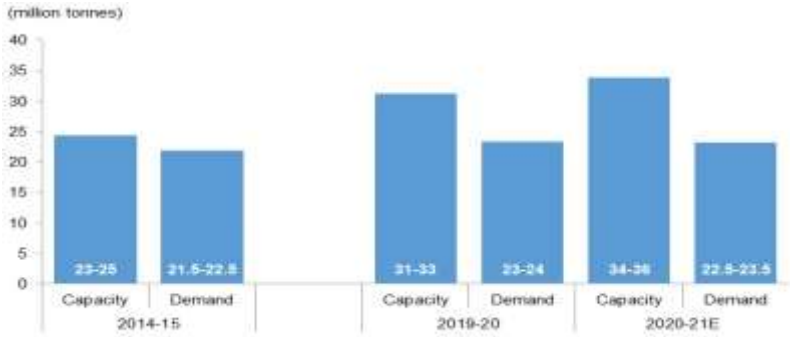


Source: CRISIL Research

CRISIL Research expects cement demand in Gujarat to witness healthy growth of 5-6% CAGR over the next five years to reach 30-31 million tonnes in fiscal 2026.

Segment	Demand Growth (FY21E-FY26P)
Housing	4.5-5.5%
Infrastructure	6.5-7.5%
Industrial & commercial	5.5-6.5%
Overall	**5-6%**

Gujarat cement supply trend



Source: CRISIL Research

Gujarat holds close to 6% of India's total cement grinding capacity at 31-33 million tonnes per annum as of 2019-20. ~2.7 million tonnes per annum of capacity estimated to be added in 2020-21. Healthy demand growth in the state has led to continuous rise in capacity additions in the region. Gujarat has witnessed moderate capacity additions over the last five years (2015-20) to the tune of ~7 million tonnes per annum as demand rises steadily from infrastructure and housing segment.

Gujarat cement supply outlook trend (Installed capacity)

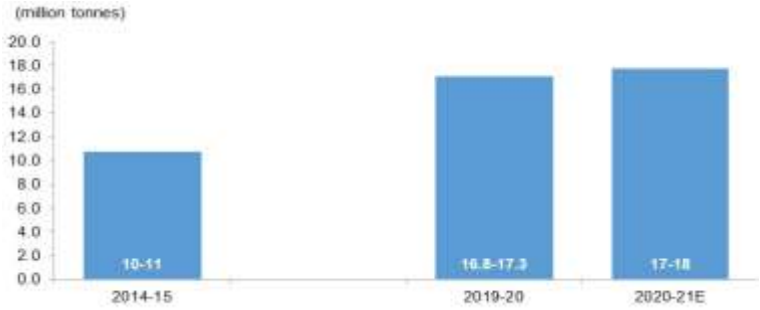
Source: CRISIL Research

Gujarat holds close to 6% of India's total cement grinding capacity at 34-36 million tonnes per annum as of 2020-21E. Healthy demand growth in the state has led to continuous rise in capacity additions in the region.

Along with Rajasthan to the north the state is the key exporter of cement with Maharashtra and Madhya Pradesh being key receiving regions. The state also supplies to Karnataka and Kerala through ships. However, steady capacity addition in the neighbouring states will limit capacity addition in Gujarat. Adani Cementation has long drawn plans to start a facility in the state which is yet to materialise and will remain a key monitorable.

Bihar

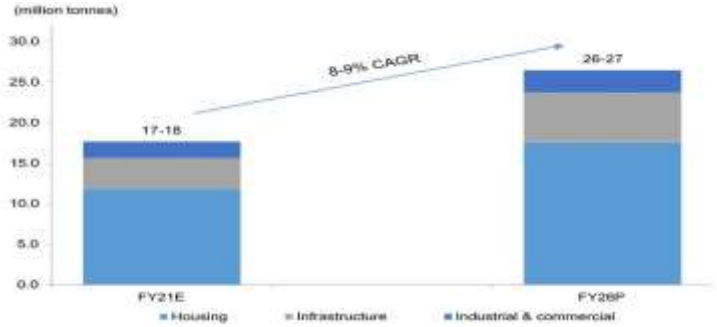
Bihar cement demand trend



Source: CRISIL Research

Bihar has been one of the fastest growing markets in India growing at a robust pace of 9-10% CAGR over the last five years to reach ~17 million tonnes per annum in fiscal20. Rapid development of infrastructure along with concretisation of rural as well as urban houses led to spurt in cement demand in the state. Demand however remained stagnant in fiscal 20 as the state went through a lot of disruptions in the form of multiple floods, sand shortage, general election as well as lockdown in the month of March. Demand to inch up marginally in fiscal 21 led by rural housing aided by PMAY-G as well as MNREGA fund release. State government's slow pace of fund release has led to delayed execution of several projects limiting growth expansion to 0-2% in fiscal 21.

Bihar cement demand outlook (FY21E- FY26P)

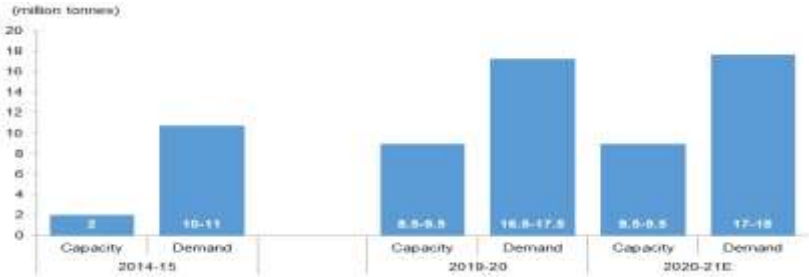


Source: CRISIL Research

CRISIL Research expects cement demand in Bihar to witness robust growth of 8-9% CAGR over the next five years to reach 26-27 million tonnes in fiscal 2026.

Segment	Demand Growth (FY21E-FY26P)
Housing	8-9%
Infrastructure	9-11%
Industrial & commercial	5.5-6.5%
Overall	**8-9%**

Bihar cement supply trend

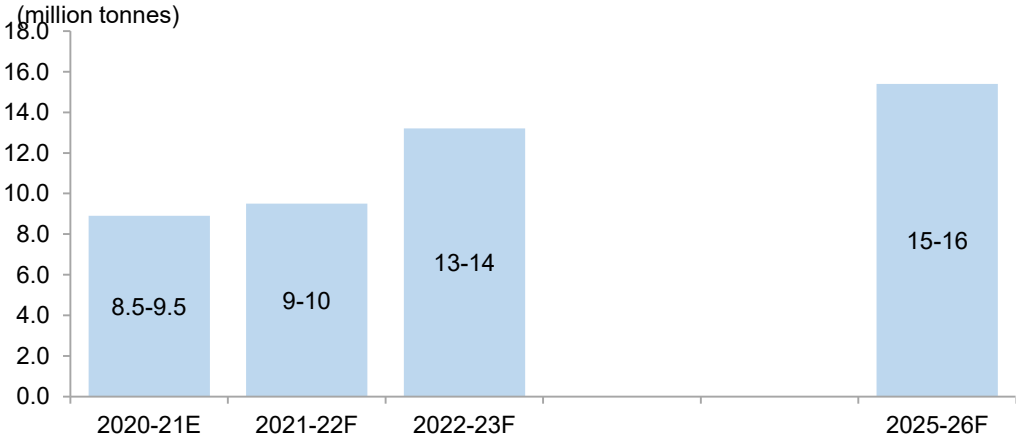


Source: CRISIL Research

Bihar holds close to 2% of India's total cement grinding capacity at 8.5-9.5 million tonnes per annum vis-à-vis holding ~5% of the total cement demand as of 2019-20. No capacity additions estimated for 2020-21 amid pandemic crisis but demand recovers on back of pickup in infra and traction in rural housing. As incremental cement demand in lieu of housing and infrastructure outpaces incremental supply over the years, players have installed grinding capacity in the state to meet market demand.

Bihar has witnessed capacity additions over the last five years to the tune of ~7 million tonnes per annum.

Bihar cement supply outlook trend (Installed capacity)



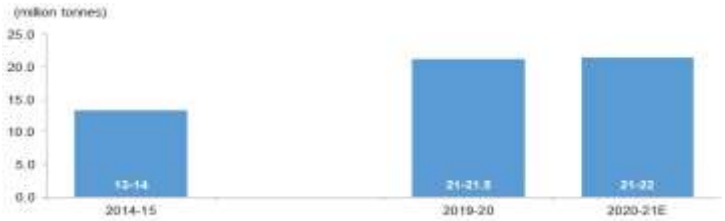
Source: CRISIL Research

Bihar holds close to 2% of India's total cement grinding capacity at 8.5-9.5 million tonnes per annum. The state is a net importer and is being largely fed from Chhattisgarh and West Bengal, with some imports from Jharkhand, Madhya Pradesh and Odisha as well. Even the grinding units located in the state are largely dependent on other states for clinker requirement which is why capacity additions in the state has been limited in the past despite surge in demand.

The state also exports cement to eastern UP as well as Nepal which further increases its import dependence.

West Bengal

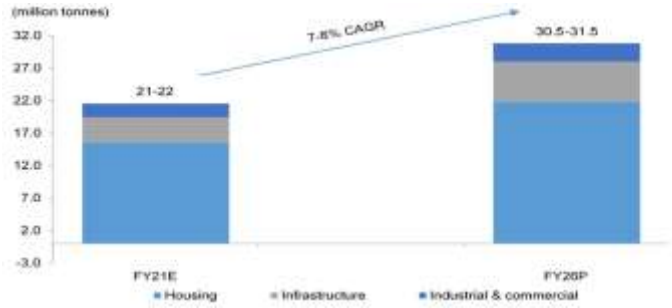
West Bengal cement demand trend



Source: CRISIL Research

West Bengal, the largest cement consuming state in the eastern-region accounts for over one-fourth of the region's total demand at ~21 million tonnes. Cement demand in the state has grown at a rapid pace of 12-13% CAGR over the last five years on the back of central government's housing for all thrust as well as rapid infra development. Cement demand remained muted in fiscal 20 as the state went through a lot of disruptions in the form of multiple floods, sand shortage, general election as well as lockdown in the month of March. Demand to see flattish growth in FY21 after nosediving in Q1 and on back of quick recovery from rural housing. While rural demand remains robust, urban demand remained sluggish in H1; gradual pickup in infra and urban demand coupled with pre-election spending to cushion demand growth

West Bengal cement demand outlook (FY21E- FY26P)

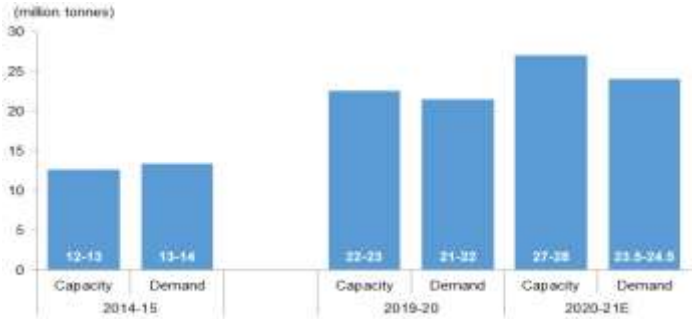


Source: CRISIL Research

CRISIL Research expects cement demand in West Bengal to witness healthy growth of 7-8% CAGR over the next five years to reach 29.5-30.5 million tonnes in fiscal 2025.

Segment	Demand Growth (FY21E-FY26P)
Housing	7-7.5%
Infrastructure	8-10%
Industrial & commercial	5-7%
Overall	**7-8%**

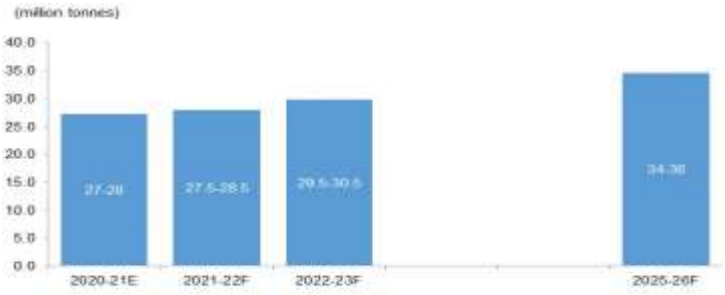
West Bengal cement supply trend



Source: CRISIL Research

West Bengal holds close to 4% of India's total cement grinding capacity at 22-23 million tonnes per annum as of 2019-20. ~4.7 million tonnes per annum capacity is estimated to be added in 2020-21. Cement demand in the east has outpaced most other regions in the last 5 years and we expect the trend to continue. As a result many cement players have installed or plan to install grinding capacities in West Bengal to cater to rising demand from infrastructure and housing. West Bengal holds close to 25% of the total cement capacities in the eastern states.

West Bengal cement supply outlook trend (Installed capacity)

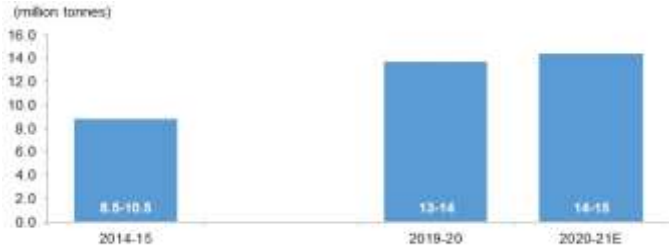


Source: CRISIL Research

West Bengal holds close to 5% of India's total cement grinding capacity at 27-28 million tonnes per annum as of 2020-21. Cement demand in the east has outpaced most other regions in the last 5 years and we expect the trend to continue. As a result many cement players have installed or plan to install grinding capacities in West Bengal to cater to rising demand from infrastructure and housing. West Bengal holds close to 25% of the total cement capacities in the eastern states.

<u>Odisha</u>

Odisha cement demand trend

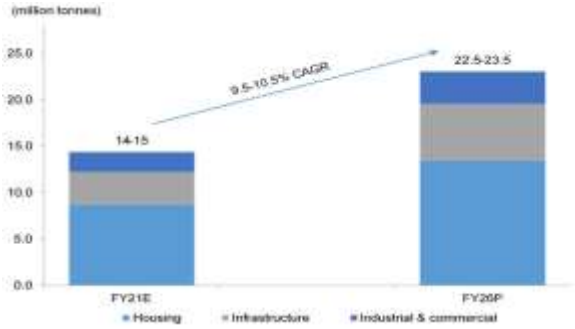


Source: CRISIL Research

The state's demand growth has significantly outperformed national demand growth of 5-6% with growth of 11-12% CAGR in the review period of FY15-20. Demand was largely driven by infrastructure growth (especially roads, railways, and irrigation projects such as Naraj Barrage Irrigation and Samakoi Irrigation) as well as rural housing. Cement demand for the state stood at 13-14 million tonnes as of fiscal 20. Demand to inch up marginally in fiscal 21 led by robust demand from IHB segment and gradual recovery in infra projects. Demand revival was on back of rural housing aided by PMAY-G as well as MNREGA fund release; State government's fund release to aid faster execution of several projects

Demand from infrastructure segment increased by 14-15 per cent CAGR in the last 5 years, led by spur in road construction (~2100 kms of NHAI construction over FY15-20). Growth was also aided by rise in overall capital outlay which grew at a robust pace of 26 per cent CAGR in the same period.

Odisha cement demand outlook (FY21E- FY26P)

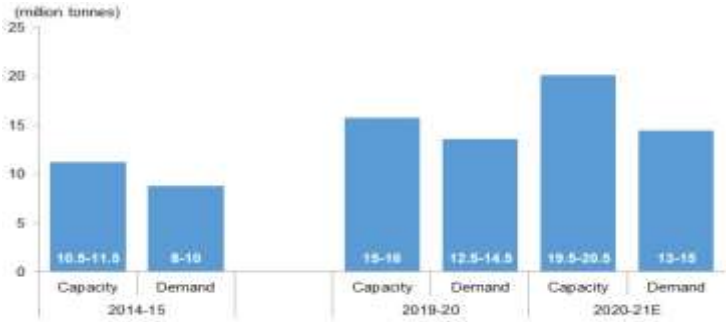


Source: CRISIL Research

CRISIL Research expects cement demand in Odisha to grow at a rapid pace of 9.5-10.5% CAGR over the next five years to reach 22.5-23.5 million tonnes in fiscal 2026.

Segment	Demand Growth (FY21E-FY26P)
Housing	8-10%
Infrastructure	11-13%
Industrial & commercial	9.5-10.5%
Overall	9.5-10.5%

Odisha cement supply trend

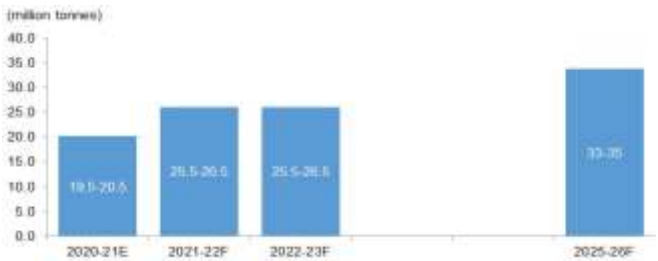


Source: CRISIL Research

Odisha holds close to 4% of India's total cement grinding capacity at 19.5-20.5 million tonnes per annum as of 2020-2021. Cement demand in the state has outpaced most other regions in the last 5 years and we expect the trend to continue on back of rising housing and infrastructure demand from the east. As a result several players had their capacity addition plans in the east, Odisha being the major state holding 22% of the total installed capacities in the east.

Odisha witnessed capacity additions over the last five years (2015-20) to the tune of ~8.5 million tonnes per annum, all of them added in 2019-20.

Odisha cement supply outlook trend (Installed capacity)

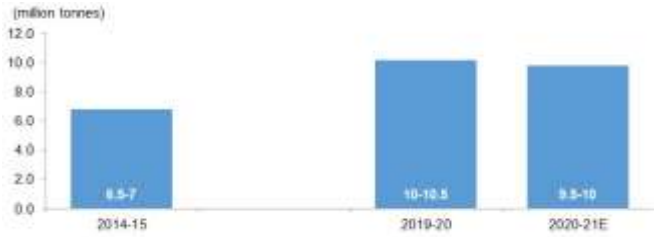


Source: CRISIL Research

Odisha holds close to ~5% of India's total cement grinding capacity at 19.5 to 20.5 million tonnes per annum as of 2020-21.

Chhattisgarh

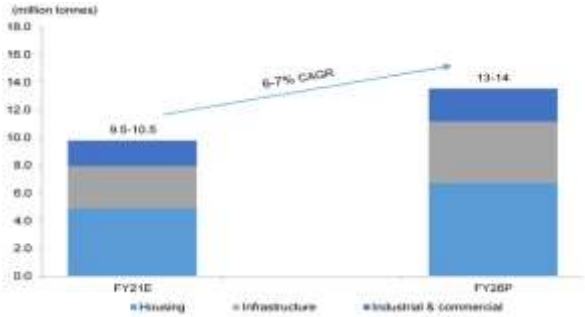
Chhattisgarh cement demand trend



Source: CRISIL Research

Chhattisgarh has seen rapid development over the last five years on the back of rising state capital expenditure as well as healthy industrial investments. Cement demand was 10-10.5 million tonnes in fiscal20, growing at a robust rate of 10-11% CAGR over the past five years.

Chhattisgarh cement demand outlook (FY21E- FY26P)

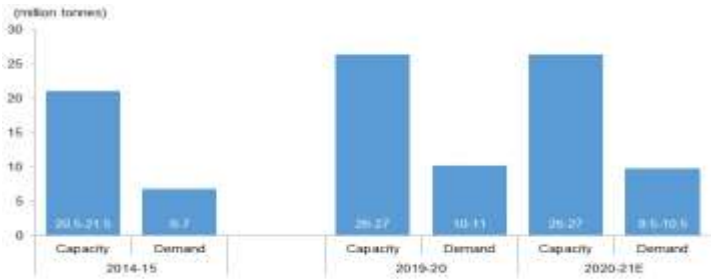


Source: CRISIL Research

CRISIL Research expects cement demand in Chhattisgarh to grow steady growth of 6-7% CAGR over the next five years to reach 13-14 million tonnes in fiscal 2026.

Segment	Demand Growth (FY21E-FY26P)
Housing	6-7%
Infrastructure	7-8%
Industrial & commercial	5-6%
Overall	**6-7%**

Chhattisgarh cement supply trend

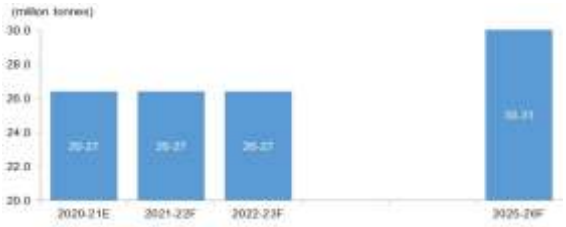


Source: CRISIL Research

Chhattisgarh holds close to 5% of India's total cement grinding capacity at 26-27 million tonnes per annum as of2020-21. Chhattisgarh holds highest share, ~30% of the total installed capacity in the eastern states with rural housing fuelling cement demand.

Chhattisgarh witnessed capacity additions over the last five years to the tune of ~5.4 million tonnes per annum.

Chhattisgarh cement supply outlook trend (Installed capacity)



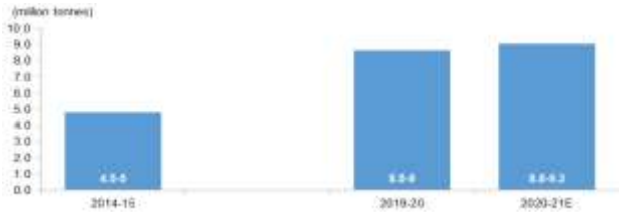
Source: CRISIL Research

Chhattisgarh holds close to 5% of India's total cement grinding capacity at 26-27 million tonnes per annum. It has been the key producing regions in the east due to the presence of high quality limestone mines. However, over the years players have set up clinker capacities in Chhattisgarh and set up satellite grinding units in other states.

Going ahead with steady rise in demand in the eastern region we expect another 3-5 million tonnes of capacity to be installed in the state.

Jharkhand

Jharkhand cement demand trend

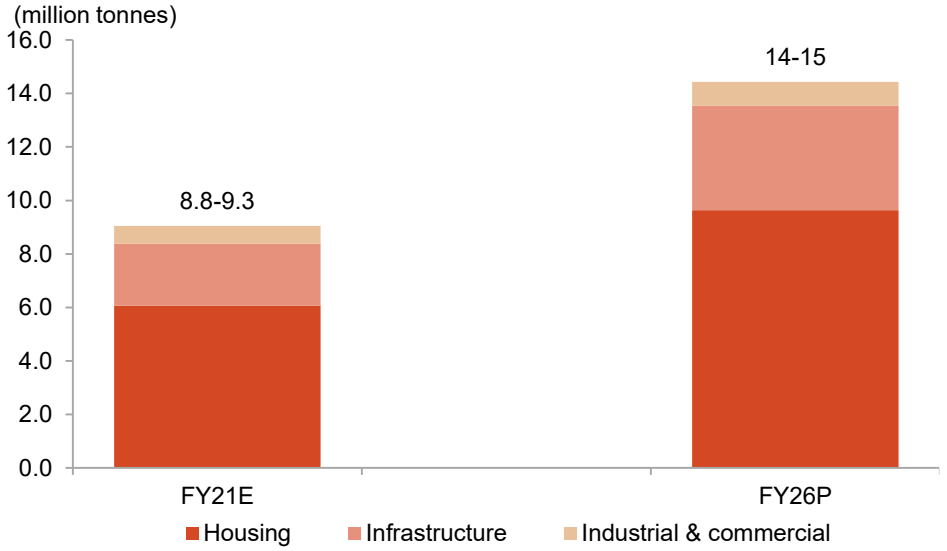


Source: CRISIL Research

Demand growth in Jharkhand in the last five years was 15-16% CAGR, considerably outperformed the overall growth rate of the country, which was 4-5%, albeit at a very low base. Cement demand was largely driven by housing and infrastructure spends in key commercial cities, viz. Ranchi, Jamshedpur, Deoghar, Dhanbad, etc., coupled with industrial investments in the metals and mining sector.

Cement demand from infrastructure increased at a robust pace of 19-20 per cent in the last 5 years led by government driven infrastructure activities. State capital expenditure during the same period grew by ~16% which supported robust growth in infrastructure.

Jharkhand cement demand outlook (FY21E- FY26P)

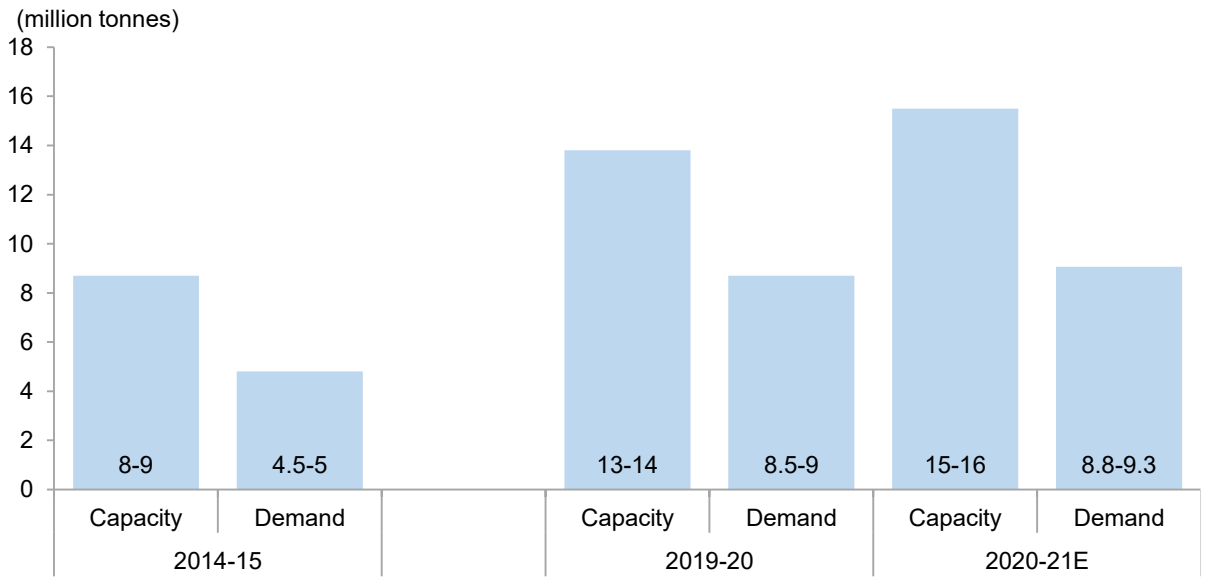


Source: CRISIL Research

CRISIL Research expects cement demand in Jharkhand to grow steady growth of 7-8% CAGR over the next five years to reach 14-15 million tonnes in fiscal 2026.

Segment	Demand Growth (FY21E-FY26P)
Housing	9-10%
Infrastructure	10-12%
Industrial & commercial	5.5-6.5%
Overall	**9.5-10.5%**

Jharkhand cement supply trend



Source: CRISIL Research

Jharkhand holds close to 2.6% of India's total cement grinding capacity at 15-16million tonnes per annum as of 2020-21. Rising demand from rural housing and infrastructure has led to continuous rise in capacity additions in the region.

Jharkhand witnessed capacity additions over the last five years (2015-20) to the tune of ~6 million tonnes per annum.

Jharkhand cement supply outlook trend (Installed capacity)

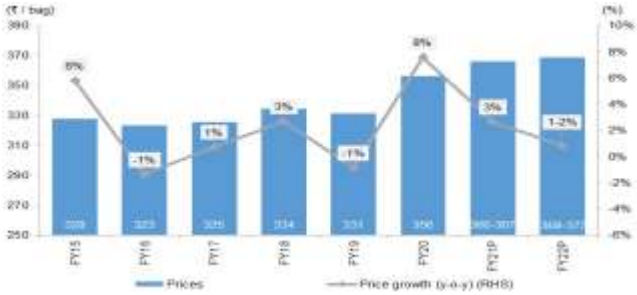
Source: CRISIL Research

Jharkhand holds close to 2.6% of India's total cement grinding capacity at 15-16 million tonnes per annum. Despite robust demand growth over the years on a low base of development the state has seen limited capacity additions due to issues with land procurement. Even in 2020 dilution of the CNT Act saw widespread protests.

Thus going forward we are likely to see limited capacity additions in the state to the tune of 2-3 million tonnes. Changes in land acquisition policy will drive the next phase of capacity additions in the state and will remain a key monitorable going ahead.

Pricing: Overview and Outlook

Overview of cement prices



Note: Cement prices are average pan-India retail (dealer prices for <25 bags) prices (Rs/ 50 kg bag) for CAT A brands and are inclusive of dealer margins and GST
Source: CRISIL Research

FY21: Prices saw a sharp rise in April 2020 due to supply shortage and higher logistics costs amid the pan-India lockdown. Prices increased further in May 2020 on the back of surge in demand resulting from the slower resumption of supply. There has been a fall in prices since then, from a high of ₹ 378/ bag in May 2020 to ₹ 355/bag in Jan 2021, due to the increase in supply arising from the resumption of production by mid- and small-sized producers. Additionally, falling input prices have also provided ample bandwidth for price reduction without any major impact on margins. Despite recent moderation in prices, prices are expected to rise marginally by 2 to 3% on a year-on-year basis to ₹ 364-366/bag in Fiscal 2021 from ₹ 356/bag in Fiscal 2020.

FY22P: Cement prices are expected to rise in Fiscal 2022 due to rising input costs and increases in demand. A steep rise in pet coke, coal and diesel prices has led to a sharp increase in power, fuel and freight costs which account for close to 60% of the total production costs. Producers are likely to pass on the rise in cost pressures amid robust demand growth on low base, causing prices to increase.

East: Prices falter as players compete for market share amid swiftly reviving rural demand

FY20: Steep price hikes to the tune of ~13% in the first quarter failed to hold in the region as weak demand amid capacity additions drove prices lower. Sand shortage and flooding in the region led to delay in demand revival in the second quarter leading to steep fall in prices. Prices moderated further in the second half of the fiscal leading to a modest growth of ~3% y-o-y.

FY21: Cement prices in the eastern region are expected to witness a decline of 3-4% in fiscal 2021 as healthy demand growth on back of rural housing and government infrastructure projects will lead to players competing for higher market share thereby reducing prices. Prices to also remain muted due to robust capacity additions in the region. Also east being an outbound region for south based players is going to face oversupply scenario. Thus, overall prices in the region is expected to plummet in fiscal 2021.

FY22P: Cement prices in the eastern region is expected to rebound after a sharp fall in fiscal 2021 on the back of robust demand growth. However, any major uptick will be halted by a strong pipeline of capacity additions in the region. Further, low exit prices in fiscal 2021 will warrant steeper hikes in the region which will be difficult with a spree of new capacities coming in. Thus cement prices are expected to rise by a meagre 0-2% in fiscal 2022 on-year.

North: Continued consolidation in the region to lead to 3rd year of continuous price rise

FY20: Cement prices in the region increased by 17-19% in 2019-20 on the back of improving utilization levels. With no new capacity addition in FY19, and only ~3 MMTPA added in fiscal 20, utilization levels improved significantly which supported price rise. Further, imposition of import duty of 200% on cement imports from Pakistan restricted cement imports in Punjab and Haryana leading to spike in domestic production and capacity utilisation.

FY21: Prices are expected to elevate by 3-4% y-o-y basis in fiscal 21 despite high base as demand is on recovery trajectory post easing of pandemic restriction and resumption of government spending on infra projects. Players in the region have taken price hikes in H1FY21 in order to combat low profitability and loss in volume due to stalled construction activities. However with receding monsoon, return of migrant labourers to construction sites post festive season and easing of supply chain restriction demand to reboot followed by elevated prices in the region. With fewer players in the region and strong volume recovery from non-trade segment, prices to inch up in current fiscal

FY22P: Cement prices in the northern region is expected to rise on the back of steady demand growth in the region amid limited capacity additions. Capacity utilization in the regions is expected to reach 77-79% in fiscal 2022, way above Pan-India average of 65-67% which will drive uptick in prices.

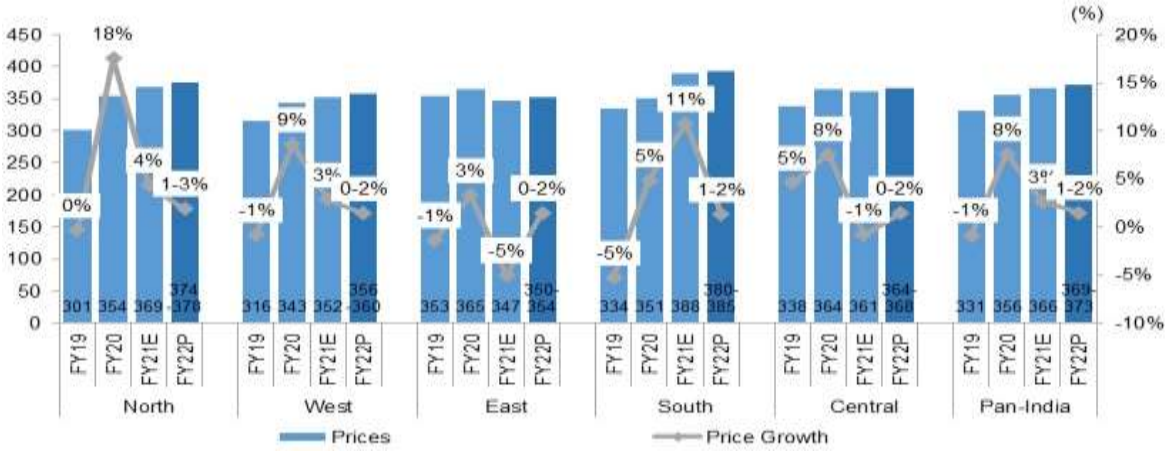
Central: Prices to remain flattish on back of steady demand revival

FY20: Cement prices grew moderately by ~8% as new capacities getting commissioned in the region offset demand pickup in second half of the fiscal. However with few players in the region and growing demand on back of rural housing led to elevated prices during the fiscal. Thus, in fiscal 2020 cement prices improved to ~Rs 364 / bag vis-a-vis ~Rs 338/bag in the previous fiscal.

FY21: Prices are expected to remain flattish with 0-2% growth in the current fiscal as central region is a major outbound region for the players and as demand revives on back of rural demand, players try to gain larger pie of market share and limit price growth. This coupled with weather disruptions of monsoon led to declining prices in Q2FY21 which gains momentum in Q3FY21 on back of rapid demand revival. Prices are expected to gain strength further in the fiscal with increased government spending on infrastructure and rural economy leading to healthy demand revival.

FY22P: Cement prices in the central region is expected to remain steady with pickup in demand being offset by rise in supply in the central region as well as east which is a key outbound region. Thus, prices are expected to rise marginal by 0-2% to Rs 364-368/ bag in fiscal 2022.

Region-wise outlook on prices



P: Projected
Source: CRISIL Research
Note: Cement prices are average pan-India retail (dealer prices for <25 bags) prices (Rs/ 50 kg bag) for CAT A brands and are inclusive of dealer margins and GST

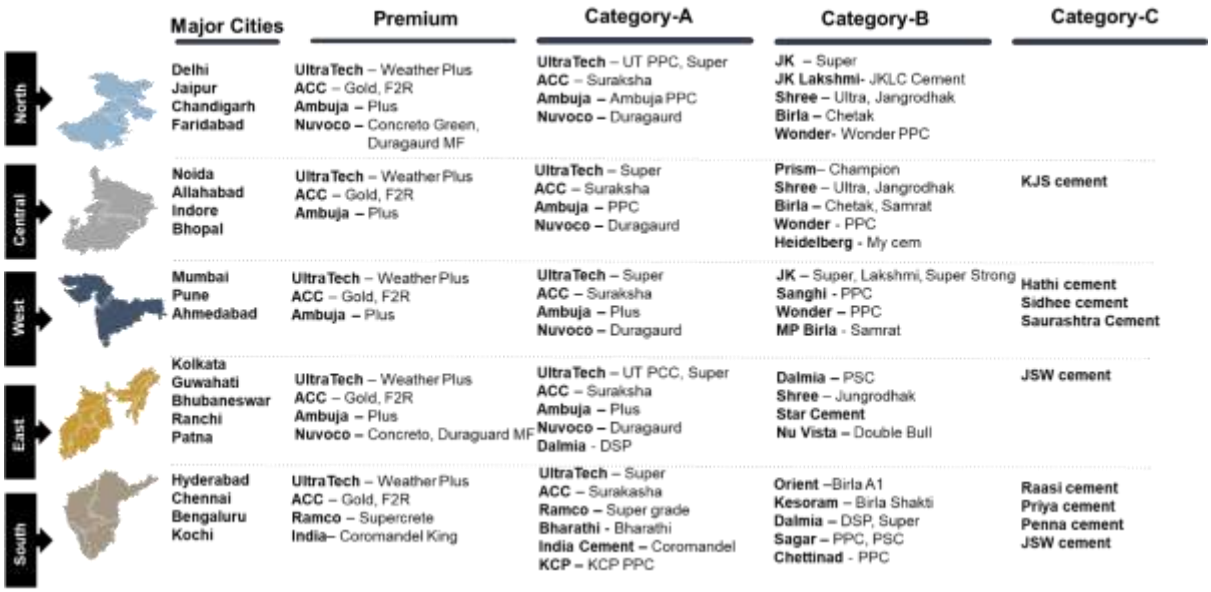
Comparison of cement prices across brands and categories

Categorization of cement brands in India

India has over 20 large and medium cement producers and more than 50 smaller producers. Cement brands are largely classified into three brands - Category A, B and C brands ("**CAT A, B and C**" respectively). However, in this classification, only the mother or base brands for each producer are considered. CAT A producers are considered to be premium cement brands, whereas CAT B and CAT C producers sell at par or below the price of the base brand of a CAT A player.

The large pan-India players like Ultratech, ACC and Ambuja dominate the CAT A space along with the likes of Nuvoco Vistas (ex-South India) and India Cements, Ramco Cements and KCP in the southern region of India. The CAT B space is largely dominated by the mid-sized players like JK Cement, JK Lakshmi Cement, Birla Corporation, Orient Cement along with the two large players Dalmia and Shree. Most of the small regional players are in the CAT C segment, with most available options located in west and south.

Key brands across regions



	Major Cities	Premium	Category-A	Category-B	Category-C
North	Delhi Jaipur Chandigarh Faridabad	**UltraTech** – Weather Plus **ACC** – Gold, F2R **Ambuja** – Plus **Nuvoco** – Concreto Green, Duragaurd MF	**UltraTech** – UT PPC, Super **ACC** – Suraksha **Ambuja** – Ambuja PPC **Nuvoco** – Duragaurd	**JK** – Super **JK Lakshmi**- JKLC Cement **Shree** – Ultra, Jangrodhak **Birla** – Chetak **Wonder**- Wonder PPC	
Central	Noida Allahabad Indore Bhopal	**UltraTech** – Weather Plus **ACC** – Gold, F2R **Ambuja** – Plus	**UltraTech** – Super **ACC** – Suraksha **Ambuja** – PPC **Nuvoco** – Duragaurd	**Prism**– Champion **Shree** – Ultra, Jangrodhak **Birla** – Chetak, Samrat **Wonder** - PPC **Heidelberg** - My cem	**KJS cement**
West	Mumbai Pune Ahmedabad	**UltraTech** – Weather Plus **ACC** – Gold, F2R **Ambuja** – Plus	**UltraTech** – Super **ACC** – Suraksha **Ambuja** – Plus **Nuvoco** – Duragaurd	**JK** – Super, Lakshmi, Super Strong **Sanghi** - PPC **Wonder** – PPC **MP Birla** - Samrat	**Hathi cement** **Sidhee cement** **Saurashtra Cement**
East	Kolkata Guwahati Bhubaneswar Ranchi Patna	**UltraTech** – Weather Plus **ACC** – Gold, F2R **Ambuja** – Plus **Nuvoco** – Concreto, Duraguard MF	**UltraTech** – UT PCC, Super **ACC** – Suraksha **Ambuja** – Plus **Nuvoco** – Duragaurd **Dalmia** - DSP	**Dalmia** – PSC **Shree** – Jungrodhak **Star Cement** **Nu Vista** – Double Bull	**JSW cement**
South	Hyderabad Chennai Bengaluru Kochi	**UltraTech** – Weather Plus **ACC** – Gold, F2R **Ramco** – Supercrete **India**– Coromandel King	**UltraTech** – Super **ACC** – Surakasha **Ramco** – Super grade **Bharathi** - Bharathi **India Cement** – Coromandel **KCP** – KCP PPC	**Orient** –Birla A1 **Kesoram** – Birla Shakti **Dalmia** – DSP, Super **Sagar** – PPC, PSC **Chettinad** - PPC	**Raasi cement** **Priya cement** **Penna cement** **JSW cement**

Source: CRISIL Research, Industry

Note: Dalmia PSC and Star Cement are CAT A brands in North East; Under Premium Cement - Premium brands of CAT A companies like Ultratech, Nuvoco and ACC have been listed. Premium Brands of CAT B players sells at a similar price to base brands of CAT A Players

Premium brands rule the roost in the market

Indian cement industry has over 70 active players in the market with over 200 recognised brands, thus giving the consumers a wide range of options. This leads to a huge variation in cement prices with the difference between the Premiums brand of CAT A companies and that of CAT C brand in the same market. Premium brands like Nuvoco Vistas Concreto and Duraguard MF, Ultratech Weatherplus and ACC Gold are market leaders in prices and usually enjoy a premium of Rs 100-150/ bag over CAT C Brand in the same market. The difference is even higher with localised regional brands.

Large CAT A players like Ultratech, ACC and Nuvoco Vistas have been trying to push the sales of its premium brands in the market due to higher margins generated from the sale of these products. The premium brands of the CAT A players usually sell at Rs 40-60/ bag higher than the base brand of the same company. Ultratech Super, Nuvoco Duraguard and ACC Suraksha are the market leaders in terms of prices in the CAT A segment.

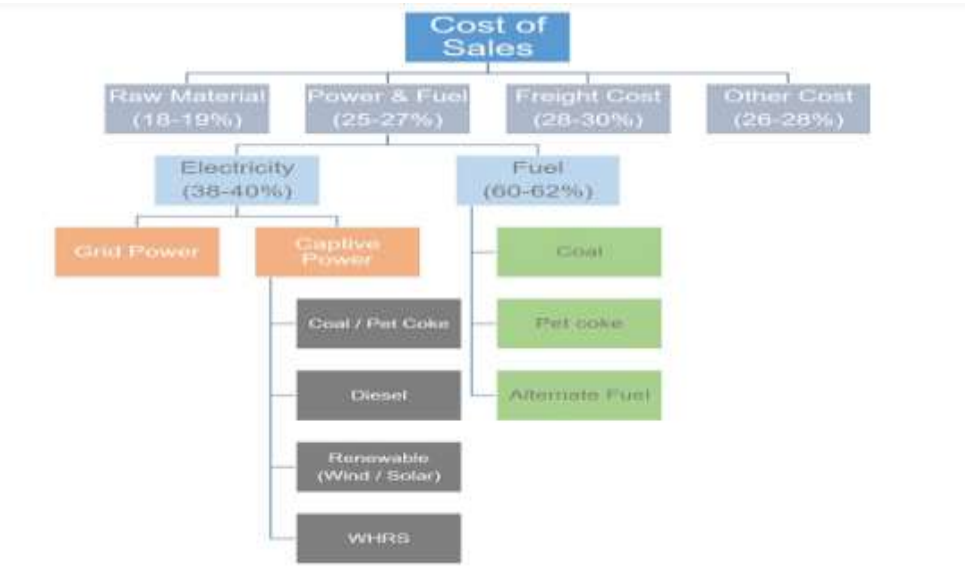
The steep difference in prices between premium products and base products of CAT B brands led to CATB players launching premium products as well. However, these products competes against the base brands of CAT A players and even then are often sold at a discount to these brands. Despite these changing dynamics in the market, the base brand of the CAT A players like Ultratech, Ambuja or Nuvoco continue to command a premium in the market and continues to be the market leaders in the category.

Cost structure - manufacturing and sales

The major costs associated with cement production are:

- Power and fuel cost
- Raw material cost
- Selling expenses
- Packaging expenses
- Other expenses

Cost break-up for cement industry



Source: CRISIL Research, company filings
Note: Cost breakup is the average for the last 3 years (FY19-21E)

<u>Key trends impacting the Indian cement industry</u>

Increase of blending ratio to continue in the short-term

The proportion of blended cement has been rising, with the share of Pozzolana Portland Cement ("**PPC**") being the highest. By blending fly ash or slag with Ordinary Portland Cement ("**OPC**"), cement producers can lower power, fuel

and raw material costs, thereby improving their operating margins. The production of slag cement ("**PBFSC/PSC**") is concentrated in the eastern and southern regions of India on account of the availability of slag in those regions given that the close proximity of a steel plant is important for the supply of slag. The western and northern regions of India produce a higher share of PPC compared to the eastern and central regions.

The blending ratio for the cement industry has risen to 1.44 to 1.47 in Fiscal 2020 (based on a sample covering ~70% of industry's production) from 1.40 to 1.41 in Fiscals 2017 to 2018. This is due to the increasing usage of PSC and composite cement, where proportion of blending material is higher. The blending ratio is expected to improve even further as players shift to the production of more profitable composite cement. Since the proportion of blending material allowed in composite cement is 65% per Bureau of Indian Standards ("**BIS**") norms, it allows the higher share of fly-ash usage as against the 35% currently used in making PPC cement. While the availability of slag will be limited by the production of steel through the blast furnace route, fly ash is available in abundance. In fact, fly ash usage (wherein cement and bricks account for about 90%) remains low at approximately 60% across India. Thus, in the long run, CRISIL Research estimates that there will be an improvement of the blending ratio led by a shift towards the use of slag and composite cement.

Cement to Clinker ratio for various types of cement

Type of Cement	Minimum Clinker requirement	Cement to clinker ratio
OPC	95%	1.05
PPC	60%	1.67
PSC	25%	4.00
Composite	35%	2.86

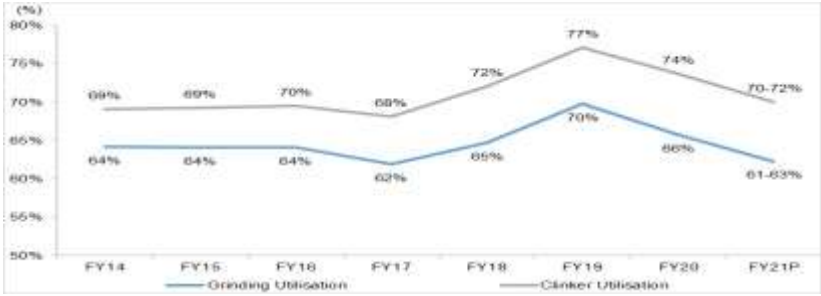
Source: CRISIL Research
Note: Proportion of clinker is for the best-case scenario. For example, OPC cement must contain at least 95% clinker as per BIS norms

Rise in share of split grinding units vis-à-vis integrated units:

While the differential between operating rates for clinker and cement used to be narrow five years back, there has been a trend reversal over the past five years owing to a large number of grinding capacities being set up. Over the next five years, we expect players to also focus on capacity additions in clinker capacity as well to cater to increased requirements. A total of 45-50 MMTPA of clinker capacity is to be added over the next four years (2020-2024). Moreover, most large and medium players are undertaking debottlenecking exercises to increase their clinker capacity.

Trend in industry capacity utilisations for cement and clinker

Clinker utilisation rates higher compared with cement; to increase in near term



Source: CRISIL Research

Note: Data is based on the published numbers of 26 listed entities accounting for 80-85% of the domestic cement sales

Waste heat recovery system

Waste heat recovery from the hot gases in the system can be considered a potential option to improve energy efficiency in cement manufacturing processes. Large quantity of hot flue gases is generated from boilers, kilns, ovens and furnaces. If some of this waste heat could be recovered, a considerable amount of primary fuel could be saved. Waste heat recovery means allowing the waste heat to leave the process, but converting it into electricity before it is discharged at lower temperature level to the environment.

Waste heat recovery system (WHRS): The waste heat available in the exhaust gases can be recovered and used for drying the moisture in the raw material and coal or to generate power. The hot gases from the preheater and cooler are passed through the waste heat recovery boiler (WHRB). Water is circulated through the WHRB. Latent heat from the hot gas is transferred to the water and converted to steam. The steam is expanded in the turbine and then condensed and the condensed water is passed through the WHRB and the process repeats. The electricity generated would offset a portion of the purchased electricity, thereby reducing the electrical demand.

Cement players have been serious investors in WHRSs with the objective of channelizing released energy into the system and saving on power costs. Large scale players have considerable amount of installed WHRS capacity to meet their energy demands.

WHRS capacity of large scale players (March 2020)

Players	WHRS Capacity	Cement Capacity	WHRS / Cement (MW/MT)
Ultratech Cement	118 MW	111.4 MTPA	1.06
Shree Cement	186 MW	40.4 MTPA	4.60
Nuvoco (consolidated)*	44.7 MW	22.3 MTPA	2.00
ACC Limited (LH Group)	8 MW	34.5 MTPA	0.24
Ambuja Cement (LH Group)	7 MW	29.7 MTPA	0.24
J.K. Lakshmi	23 MW	13.3 MTPA	1.73
J.K. Cement	23 MW	14 MTPA	1.64
Birla Cement	12 MW	15.5 MTPA	0.77
Dalmia Bharat	9 MW	26.5 MTPA	0.34

Source: Company Annual reports, CRISIL Research

Note : Data for ACC and Ambuja are as of December 2020 (last annual report); LH Group stands for Lafarge Holcim Group comprising of Ambuja Cements and ACC Limited ; Data For Nuvoco (consolidated) is as of March 2021

In terms of power efficiency (installed capacity of WHRS per tonne of cement capacity) among the large players Shree cement is the leader when it comes to the usage of waste heat recovery units followed by Nuvoco (consolidated) and Ultratech. Lafarge group and Dalmia Bharat lags behind in that regard.

Petcoke usage and demand supply dynamics

Cement Industry is the key consumer of petcoke in India. While historically cement players have used more coal than petcoke due to better availability of domestic coal, players shifted towards pet coke since 2015-16 as pet coke prices crashed across the globe. This has led to rise in consumption of the same. However, the same changed in 2018-19 due to several regulatory changes aimed at cutting down industrial pollution.

Thus, pet coke demand witnessed a sharp fall of ~17% in fiscal 2019. Despite a fall in cement demand in 2019-20 pet coke demand saw an improvement due to higher share of pet coke as well as higher usage in the Aluminium industry. However, demand has witnessed a sharp drop in fiscal 21 due to fall in cement demand along with shift towards imported coal. Further, better availability of domestic coal due to weaker power demand also limited petcoke offtake.

Going forward in fiscal 2022 pet coke demand is expected to see some revival led by pickup in demand across end user industries. However, any major uptick will be limited by recent surge in prices which has led to most players shifting towards imported coal.

Ad-hoc cement-related businesses

Ready-Mix Concrete

Introduction

Ready mix concrete ("**RMX**") consists of cement, aggregates, water and other ingredients, which are weighed and batched at a centrally located plant, and subsequently transported to the construction site without undergoing any further treatment. Operations are carried out in factory-like conditions and are automated. Hence, RMX is a value-added, semi-finished product, and produces superior quality concrete. RMX is used extensively in countries such as the US, Australia, New Zealand and England, where 70 to 95% of all concrete comes from central batch plants. In India, the first commercial RMX plant was set up in 1992 in Pune, Maharashtra.

Demand for RMX

The main factors that will drive domestic demand for RMX are:

- Consumer (contractors and engineers) education by RMX suppliers;

- Competitive pricing of RMX, which could lead to higher uptake if the price difference between RMX and site-mixed concrete ("**SMC**") is reduced;

- Emergence of high cement-consuming centers around the metro cities;

- Increasing quality consciousness of the user segments;

- Entry of multinational construction agencies and foreign consultants; and

- Increased supply of the product, which would result in higher uptake. At present, there are very few RMX suppliers in India.

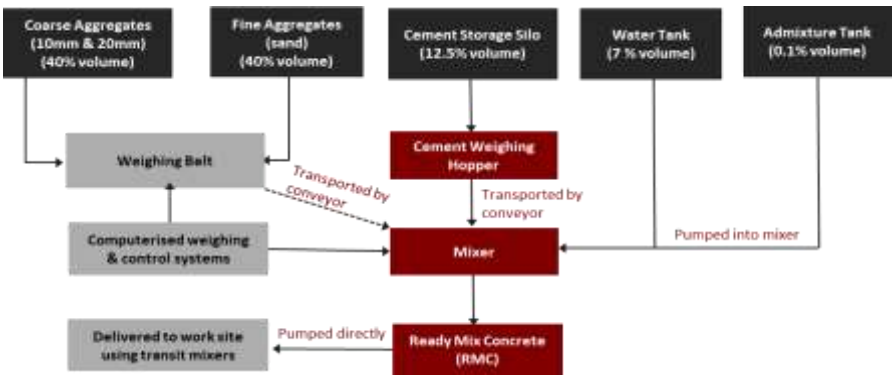
Types of RMX

There are two types of RMX:

- **Central mixed RMX:** Mixing is done at the central plant. The mixed concrete is transported in an agitator truck, which revolves slowly in order to prevent segregation and early stiffening of the mix. In most developed countries, 70 to 95% of all concrete comes from central batch plants.

- **Transit mixed RMX:** The materials are batched at the central plant. However, these are mixed in a mixer truck at the site or mixed immediately before the concrete is discharged.

Ready Mix Concrete Production Process Flow Chart



Source: CRISIL Research

The RMX market in India

RMX is still in a nascent stage in India, as a relatively small percentage of cement production is converted into RMX, as compared with more than 50% in the major developed countries. The RMX market in India is extremely unorganized and fragmented. However, large cities constitute around 65 to 70% of capacity as of March 2018 to 2019. The RMX industry accounts for around 8% of the pan-India cement demand. The western and southern regions account for a major chunk of the demand for RMX. This high proportion of RMX demand can be associated with the growing awareness of usage of RMX in construction activities, greater emphasis on timely completion of projects and increased focus on safety and quality norms in construction. The RMX industry is facing increased liquidity issues with the entry of newer players. Additionally, given the fragmentation of the RMX market, the entry of players from the unorganized segment has put pressure on pricing.

Some of the major cement manufacturers in India, viz. Ultratech, Nuvoco Vistas, ACC, India Cements, Prism Cement and Ramco Cements, have forayed into the RMX business. The industry has several other non-cement players like Alcon, Concrete India, Navayuga Concrete, Godrej RMX and Best Readymix concretes. Ultratech cement continues to be the largest player in the RMX with ACC, Nuvoco Vistas and Prism Johnson constantly competing to remain in the top three. Despite relatively higher competition and lower margins, cement companies like ACC, Ultratech and Nuvoco have been taking steps to strengthen their positions in the RMX industry. The companies have been replacing RMX plants at construction sites and introducing innovative products in the RMX space like Bucketcrete by ACC or Xlite Structural by Nuvoco Vistas to ensure higher uptake. Innovative products in the RMX space usually fetch higher prices, leading to an improvement in margins.

Sl. No.	Player Name	No of Plants	Sales volume (lakh m3)	Revenue (in ₹ crore)
1	ACC	90	35.2	1306
2	Ultratech cement	108	-	2147
3	Nuvoco Vistas	60	27.1	1088
4	Prism Johnson	106	-	1413
5	India Cements	9	2.8	110
6	The Ramco Cement	12	0.33	14

Source: CRISIL Research, Annual Reports

Note: Data is for FY2019-20 except ACC for which data is for CY2019; Ultratech and Prism Johnson do not report RMX volumes.

Outlook on the Indian RMX Industry

The RMX industry in India has seen tepid growth over the past two to three decades. Initial controls on cement pricing and distribution did not benefit the RMX business owing to the shortage of cement. Besides having easy access to cement, RMX also requires technical competence to manufacture the concrete to ensure proper mixing in the desired proportions. Presently, the usage of RMX is restricted because of its higher price vis-a-vis SMC, and because there are inadequate facilities at construction sites to utilize RMX effectively. In addition, in India, labour is less expensive as compared to developed countries. As a result, most medium- and small-scale builders opt for the conventional method of SMC. Logistics proves to be another hurdle for RMX, as it is difficult for RMX trucks to manoeuvre through small and narrow roads where the building is being raised. These huge agitator trucks occupy a large part of the road, causing traffic bottlenecks. Apart from this, the tax levied on RMX through the Central Excise Tariff has also proven to be an impediment. The levy of excise tax on RMX is also dependent on the place where it is manufactured due to exemption notification.

Further, slowdowns in the real estate industry over the last five to seven years has led to low cement demand. Real estate sales in the top 10 cities in India have consistently clocked negative growth over the last few years. However, fall in inventory levels, lowering of capital values and low interest rates have led to a marginal pickup in demand, albeit on a low base. Construction on the other hand has seen steady growth post-implementation of RERA. While 2020 to 2021 brought construction cement demand to a grinding halt, we expect real estate construction to pick up sharply going forward.

In the longer run, RMX demand is expected to increase as real estate demand revives and there is continued infrastructure spending by the central government. There are several key drivers for RMX in the medium term. Firstly, robust infrastructure investments will drive demand from the infrastructure segment which accounts for 35 to 40% of the total RMX consumption in India. This rise in demand will come from the expansion of metro rail networks across various Tier 2 cities like Indore, Bhopal, Patna, Nagpur and Jaipur and central government projects like Pradhan Mantri Awas Yojana (Urban and Grameen), Smart city projects and Sagarmala. Airport construction is also expected to pick up pace due to the central government's UDAN scheme. Secondly, a revival in residential and commercial real estate after a prolonged lull and great potential for continued urbanization (which still remains slow at 30-35% in India, well below that of developed nations) will lead to increase in RMX demand.

Construction Chemicals and others

Cement manufacturers have also expanded into other ad-hoc industries for construction materials like construction chemicals and autoclaved aerated concrete ("**AAC**") blocks. The waterproofing chemicals market has been especially popular as the existing dealer network provides cement producers with a competitive edge over other potential entrants like chemicals companies. This is because the existing dealer network reduces entry barriers for cement producers, improves the producers' last mile reach, reduces storage and distribution costs and provides better visibility on demand.

Key players in the industry and their portfolios

Player	AAC Block	Waterproofing	Tile Adhesives	Plasters	Grout
Ultratech cement	✓	✓	✓	✓	✓
ACC Limited	✓	✓	✓	✓	✓
Ambuja Cement	✓	✓	✓	✓	✓
Dalmia Bharat	✗	✗	✗	✓	✗
Shree Cement	✓	✗	✗	✗	✗
Nuvoco Vistas	✗	✓	✓	✓	✗

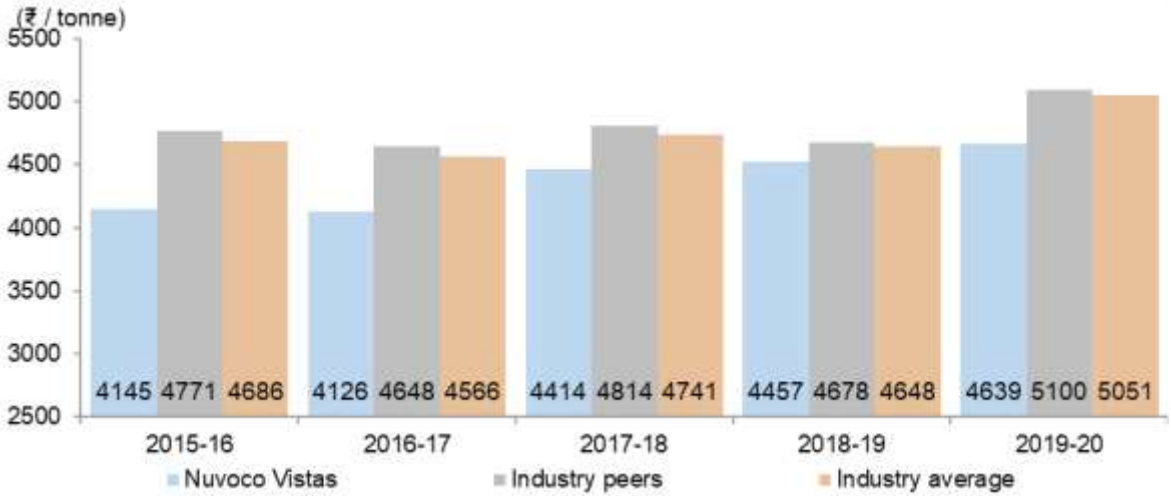
Source: CRISIL Research, Company Website
Note: Some of Ambuja Cement's products are sold by Alccofine a JV of Ambuja and Alcon Group Goa

The large producers were the first to venture into specialty products because of the high margins and relatively lower costs of penetration. Per industry estimates, while use of construction chemicals initially increases construction cost by 2 to 5%, it reduces the lifetime maintenance cost by 15 to 25%. This has led to steady growth in entry into the individual home builders ("**IHB**") segment.

This has led to several medium and large cement players announcing their entry into the ad-hoc market as well. Over the last two years, Birla Corporation, JSW Cement and Dalmia Bharat have been gradually entering the building materials space, especially the construction chemicals segment. While the entry of new cement players is likely to increase the competitive intensity of the segment, it still remains largely untapped and underpenetrated, thus giving both early and new entrants significant growth potential.

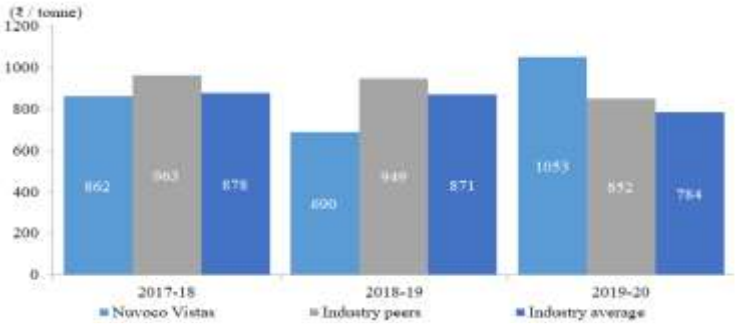
Operational Benchmarking - Nuvoco Vistas v Industry

Realization trend for the industry



Source: Company filings, CRISIL Research
Note: Realization for cement business only for Nuvoco Vistas. Financials for the Company consist of standalone financials (NVCL) from FY16 to FY20. For FY20 Standalone as well as Nimbol assets are taken into account

EBITDA TREND FOR THE INDUSTRY



Source: Company filings, CRISIL Research
Note: EBITDA for cement business only for Nuvoco Vistas Financials for the Company consist of standalone financials (NVCL) from FY16 to FY20. For FY20 Standalone as well as Nimbol assets are taken into account

Notes

All financials have been adjusted based on CRISIL Ratings standards.

BUSINESS

The financial and other operational data in this section is taken from the Restated Financial Statements, accounting records and MIS, except as otherwise specified. The Restated Financial Statements have been prepared and presented in accordance with Ind AS, as applicable in India and restated in accordance with the SEBI requirements.

*In July 2020, we completed the acquisition of NU Vista Limited (formerly known as Emami Cement Limited), the Subsidiary. The Proforma Financial Statements included in this Red Herring Prospectus and referred to in this section have been prepared to reflect the impact of the inclusion of the Subsidiary by us (on a consolidated basis) for Fiscal 2021. For further information, see "**Summary Financial Information**" and "**Financial Statements**" on pages 76 and 250, respectively.*

In this section, unless otherwise indicated or the context requires, a reference to "we", "us" or "our" is a reference to Nuvoco Vistas Corporation Limited (on a standalone basis prior to the acquisition of its Subsidiary in July 14, 2020) and to Nuvoco Vistas Corporation Limited and its Subsidiary (on a consolidated basis post the acquisition of its Subsidiary in July 14, 2020). Except as otherwise indicated, all operational data presented in this section is presented on a consolidated basis for Fiscals 2021, 2020 and 2019.Further, the restated financial statements as of Fiscal 2021 reflect the acquisition of the Subsidiary for the period July 14, 2020 to March 31, 2021.

*The discussion below may contain forward-looking statements and reflects our current views with respect to future events and financial performance. Actual results may differ materially from those anticipated in these forward-looking statements as a result of certain factors, such as those set forth under "**Risk Factors**" on page 25 and those set forth elsewhere in this document.*

Unless otherwise indicated, industry and market data used in this section has been derived from the report "Overview of the Indian Cement Industry" released in April 2021 by CRISIL and commissioned by us in connection with the Offer. Neither we, nor the BRLMs, nor any other person connected with the Offer has independently verified this information. Unless otherwise indicated, all financial, operational, industry and other related information derived from the CRISIL Report and included herein with respect to any particular year refers to such information for the relevant calendar/financial year.

Overview

We are the fifth largest cement company in India and the largest cement company in East India in terms of capacity. (*Source: CRISIL Report).* As of December 31, 2020, our cement production capacity constituted approximately 4.2% of total cement capacity in India, 17% of total cement capacity in East India and 5% of total cement capacity in North India, and we are one of the leading ready-mix concrete manufacturers in India (*Source: CRISIL Report*).

We are promoted by Dr. Karsanbhai K. Patel, who is a successful entrepreneur and is associated with the Nirma Group. The Nirma Group is a diversified conglomerate that manufactures products ranging from chemicals to detergents, soaps, healthcare products and real estate development. The Nirma Group forayed into the cement business in 2014 through a greenfield cement plant in Nimbol. Thereafter, as a part of the Nirma Group we have grown the cement businesses, through acquisitions such as the acquisition of the Indian cement business of LafargeHolcim in 2016 and in 2020 by acquiring NU Vista. Earlier, in February 2020, we completed the merger of the cement undertaking of Nirma Limited located at Nimbol, Rajasthan with our Company. We have grown from being solely cement based to a building materials company with a vision to "Build a Safer, Smarter and Sustainable world".

As of March 31, 2021, we have 11 Cement Plants (eight in East India and three in North India). Our Cement Plants are in the states of West Bengal, Bihar, Odisha, Chhattisgarh and Jharkhand in East India and Rajasthan and Haryana in North India, while our RMX Plants are located across India. As of March 31, 2021, our Cement Plants have an installed capacity of 22.32 MMTPA. Three of our plants in East India are integrated units and five plants are grinding units. Two of our plants in North India are integrated units and the third is a blending unit. We have waste heat recovery systems at all our integrated plants with a total capacity of 44.7 MW, solar power plants with a total capacity of 1.5 MW and captive power plants with generation capacity of 105 MW. As of March 31, 2021, these generate 50.43% (on a proforma basis) of our total power requirements.

As of March 31, 2021, we operate 49 RMX Plants which are in key states in India, enhancing our pan-India presence. See "***- Raw Materials, Power and Fuel Production***" on page 188 for details of our mining reserves.

Our Cement Plants are strategically located with road and rail connectivity to our key markets of East India and North India. Our plants are also located in proximity to our limestone reserves and other raw materials, such as slag and fly ash. We transport clinker from our integrated Cement Plants to our grinding units via rail and road. Gypsum, coal, slag and pet coke, which are essential raw materials for the manufacture of cement and generation of power for our captive power plants, are sourced via rail and road. We have captive railway sidings at six of our plants, these give us a significant competitive advantage in transporting raw materials and finished products from these plants.

We are the fastest growing cement company in terms of capacity addition on percentage terms with installed capacity doubling over the last five years post the acquisition of NU Vista (Source: CRISIL Report). According to CRISIL, we were one of the players to increase market share in the last two years. For Fiscals 2021, 2020 and 2019, the total capacity utilisation of our plants in North India, calculated on the basis of total production capacity, was 72.67%, 83.79% and 85.59% respectively. During the same periods, the total capacity utilisation of our plants in East India, calculated based on total production capacity, was 79.16%, 93.39% and 97.12% respectively. For Fiscals 2021, 2020 and 2019, the total capacity utilisation of all our plants across India, calculated based on total production capacity, was 77.57%, 90.05% and 92.99% respectively. During the same periods, our total cement-to-clinker ratio across all units was 1.73, 1.73 and 1.72 respectively.

We distribute our products through the trade segment, which mainly caters to individual home buyers ("**Trade Segment**"), and the non-trade segment, which is mainly via direct sales to institutional and bulk buyers ("**Non-trade Segment**"). Our focus is on the Trade Segment, where our distribution channels are a mix of wholesale and retail dealers and a sub-dealer network. We have developed strong relationships with our channel partners over the years and built a loyal base of customers across our operational markets with the aim to achieve both our customers' and our own growth objectives. We operate through a range of distribution channels and direct sales to improve our reach to customers. As at March 31, 2021, we have 244 CFAs (162 in East India and 82 in North India) and 16,076 dealers in India (10,091 in East India and 5,985 in North India). Our institutional and corporate clients undertake bulk and large volume purchases. In Fiscal 2021, based on our proforma financials, our sales from the Trade Segment of the market constituted 73% (East India - 76%, North India - 56%, Central India - 79%) of total cement sales volume, whilst sales from the Non-trade Segment constituted 27% (East India - 24%, North India - 44% and Central India - 21%) of total cement sales volume.

We offer a range of over 50 products across cement, RMX and modern building materials. Our diversified portfolio includes products and brands as follows:

Cement

Our cement portfolio includes different types of Cement like Ordinary Portland Cement (OPC), Portland Slag Cement (PSC), Portland Pozzolana Cement (PPC) and Portland Composite Cement (PCC). As a part of our cement portfolio we have leading brands with multiple products under each brand including Concreto, Duraguard, Premium Slag Cement, Nirmax, Double Bull, Infracem and Procem. Our key brands include Concreto, Concreto Green, Duraguard, Duraguard Microfiber, Duraguard Waterseal, Duraguard Silver, Duraguard Rapidx Xtra, Premium Slag Cement, Nirmax Cement, Infracem Cement, Double Bull Cement, Procem Cement, Double Bull Master and Double Bull Subh. After being launched in 2004 Concreto has been one our best-selling brands, while Concreto and Duraguard are market leaders in terms of cement prices in the respective segment as well as regions (*Source: CRISIL Report).*

Ready Mix Concrete (RMX)

Our brand portfolio in our ready-mix concrete business includes Concreto, Instamix, Artiste and X-Con range of products. This portfolio includes products such as self-compacting concrete, decorative concrete, ready-to-use concrete, crack-resistant concrete, concrete with steel fibers, and lean concrete, as well as concrete with varied characteristics for specialty uses.

Modern Building Materials

Our modern building material products are a key differentiator for us. Our suite of products under this category include a range of construction chemicals, tile adhesives, wall putty, dry plaster, cover blocks and ready-mix dry

concrete. Our modern building material products are marketed and sold under the "Zero M" and "Instamix" brands.

One of our key differentiators is our focus on innovation to introduce new and differentiated products that fulfill the gaps in the marketplace and so meet our customer requirements. We have a dedicated Construction Development and Innovation Centre ("**CDIC**") located in Mumbai. This NABL-accredited facility serves as the incubation centre for innovative products across the Cement, Ready Mix and Modern Building Materials businesses. For further information see *"- **Our Strengths - Strong research and development and technological capabilities**"* on page 164.

From Fiscal 2019 to 2021, our EBITDA for the year grew at a CAGR of 24.03%. The following table sets out our key financial metrics and ratios for the periods indicated:

Particulars	Restated Financial Statements and other information as of/for		
	Fiscal 2021	Fiscal 2020	Fiscal 2019
Total Income (₹ million)	75,226.93	68,299.44	71,058.88
EBITDA (₹) (1)	14,943.54	13,338.49	9,714.35
PAT (₹ million)(2)	(259.19)	2,492.55	(264.88)
EBITDA Margin (%)(3)	19.86%	19.53%	13.67%
PAT Margin (%)(4)	(0.34)%	3.65%	(0.37)%
ROE(%)(5)	(0.35)%	4.72%	(0.53)%
ROCE(%)(6)	4.21%	7.66%	4.30%
Net Debt (₹ million)(7)	67,300.63	39,524.15	40,455.80
Debt Equity Ratio(8)	0.92	0.75	0.81
Cement EBITDA per tonne (₹)(9)	966.00	1,082.54	732.96
Net Debt to EBITDA ratio	4.50	2.96	4.16

Particulars	Proforma Financial Statements and other information as of/for Fiscal 2021
Total Income (₹ million)	81,367.58
EBITDA (₹) (1)	16,455.04
PAT (₹ million)(2)	(678.42)
EBITDA Margin (%)(3)	20.22%
PAT Margin (%)(4)	(0.83%)
Cement EBITDA per tonne (₹)(9)	977.93

*(1) We define EBITDA as earnings before finance cost, income taxes and depreciation and amortisation. For further details and a reconciliation of EBITDA to our profit/(loss) for the year from our Restated Consolidated Ind AS Summary Statement or our Proforma Financial Statements for the years presented in the table above, please see "**Management's Discussion and Analysis of Financial Condition and Results of Operations - Non-GAAP Measures and Ratios**" on page 380.*

(2) PAT refers to our profit/(loss) for the years from our Restated Consolidated Ind AS Summary Statement or our Proforma Financial Statements for the years presented in the table above.

(3) EBITDA Margin is the ratio of our EBITDA to Total Income for the years presented in the table above, expressed as a percentage.

(4) PAT Margin is the ratio of our PAT to Total Income for the years presented in the table above, expressed as a percentage.

(5) ROE is the ratio of our restated profit/loss for the years to our restated total equity for the years presented in the table above, expressed as a percentage.

*(6) ROCE is the ratio of our earnings before interest and tax ("**EBIT**") to our capital employed (which is the difference between assets and liabilities) for the years presented in the table above, expressed as a percentage. For further details and reconciliations our EBIT to our restated profit/(loss) for the years and capital employed to our total assets and liabilities from our Restated Consolidated Ind AS Summary Statement for the years presented in the table above, please see "**Management's Discussion and Analysis of Financial Condition and Results of Operations - Non-GAAP Measures and Ratios**" on page 380.*

*(7) We define net debt as our total borrowings (along with accrued interest) reduced by cash and bank balances and current liquid investments. For further details and a reconciliation of Net debt to our Restated Consolidated Ind AS Summary Statement for the years presented in the table above, please see "**Management's Discussion and Analysis of Financial Condition and Results of Operations - Non-GAAP Measures and Ratios**" on page 380.*

(8) We define debt to equity ratio as the ratio of our net debt to our restated total equity.

(9) Cement EBITDA means the EBITDA of the cement business which includes total Financial Income.

Our Strengths

We believe that the following competitive strengths have contributed to our business growth and will continue to drive our success.

Largest cement manufacturing company in East India in terms of total capacity

We are the largest cement manufacturer in East India and the fifth largest cement manufacturer in India in terms of capacity (Source: *CRISIL Report*). We have a capacity share of approximately 17% in terms of consolidated capacity in East India (Source: *CRISIL Report*). We also have a capacity share of approximately 4.7% in terms of consolidated capacity in North India (Source: *CRISIL Report*). With a consolidated capacity of 22.32 MMTPA, we own 4.2% of the industry's installed capacity in India as of December 2020 (Source: *CRISIL Report*). The location of our plants allows us to maintain our leadership position in East India while growing our business in North India. East India is the fastest growing cement markets in India. (Source: *CRISIL Report*). In addition, our Cement Plants in Chhattisgarh and Rajasthan are ideally placed to serve the adjacent markets of Uttar Pradesh and Madhya Pradesh in Central India and Maharashtra in West India respectively. We also have a third-party procurement agreement for manufacturing and packaging certain cement products in the State of Uttar Pradesh, thereby establishing a presence in the high growth market of Central India. We have an extensive portfolio of cement, RMX and modern building materials to cater to the needs of our customers. We are a trusted supplier for a diverse base of customers as we have modern manufacturing facilities and strong research and development capabilities, enabling us to produce quality and reliable products, provide quality after-sales services, and maintain a reputable brand name and successful track record. As of March 31, 2021, our ratio of Trade Segment sales to Non-trade Segment sales (based on our Proforma Financials Statements) in East India was 76:24, in Central India was 79:21 and in North India was 56:44, which allows us to achieve higher sales volumes and improved margins. Our sales to the Trade Segment allow us to achieve high volume sales, thereby ensuring high capacity utilisation of our plants and ensuring steady cash flows. We also have steady Non-trade Segment sales and revenues which allow us to secure volume-based sales orders and improved margins. We sold 17.26 million MT of cement in India in Fiscal 2021 (based on our Proforma Financial Statements). Of this figure, we sold 13.47 million MT in East India, 2.66 million MT in North India and 1.13 million MT in Central India.

Additionally, we are one of the leading industry players in the RMX industry (*Source: CRISIL Report*). Our position in the RMX industry allows us to access key markets in India, particularly in areas where our cement products are not readily available.

Market-leading brands that establish and enhance our leadership as a building materials company with strong brand recognition

We believe that our established record of strong performance and reputation for quality products in cement, RMX and modern building materials has helped us build reputable brands in the building materials industry in India. We have a comprehensive suite of brands across all these segments. We believe that our brands have differentiated characteristics and qualities which fulfill diverse customer needs and thereby attract new customers as well as retaining and increasing demand from existing customers.

Our cement portfolio includes different types of cement including Ordinary Portland Cement (OPC), Portland Slag Cement (PSC), Portland Pozzolana Cement (PPC) and Portland Composite Cement (PCC). As part of our cement portfolio, we have brands with multiple products under each brand such as "Concreto", "Duraguard", "Premium Slag Cement", "Nirmax", "Double Bull", "Infracem" and "Procem". Each brand has product/brand variants that provide added value through different features. Our key brands include "Concreto", "Concreto Green", "Duraguard", "Duraguard MF Microfiber", "Duraguard Waterseal", "Duraguard Silver", "Duraguard Xtra", "Premium Slag Cement", "Nirmax Cement", "Infracem Cement", "Double Bull Cement", "Procem Cement", "Double Bull Master PPC" and "Double Bull Subh PSC".

Our brands in RMX portfolio includes the "Concreto", "Instamix", "Artiste" and "X-Con" product ranges. This portfolio includes products such as self-compacting concrete, decorative concrete, ready-to-use concrete, crack resistant concrete, concrete with steel fibers, lean concrete as well as concrete with varied characteristics for specialty uses.

Our modern building material products are a key differentiator for us. Our suite of products under this category include a range of construction chemicals, adhesives, wall putty, dry plaster, cover blocks and dry concrete. Our Modern Building Material products are marketed and sold under the "Zero M" and "Instamix" brands. These products and brands are an important value-added business for us. We market these products to meet the requirements of our customers, such as providing a product that provides an immediate solution to their construction requirements or by offering a product as an alternative to their usual requirements. We expect that customer demand for these products will increase over time, allowing us to leverage our market position for these products.

Strategically located cement production facilities that are in close proximity to raw materials and key markets

Our Cement Plants are located at various strategic locations in East and North India. These locations allow us to effectively sell and market our products in East and North India as well as access to select key markets in Central India. We have three integrated units and five grinding units located in East India, and two integrated units and one blending unit located in North India. We are also in the process of enhancing our cement capacity in our existing grinding units in Jojobera Cement Plant and Bhabua Cement Plant in East India. All our units are located within close proximity to the key raw materials required to produce cement, such as limestone, slag and fly ash. Our units are also connected by road and/or rail networks that allow for the easy flow of raw materials and dispatch of finished products to our key markets. Our connectivity to raw materials and to our customers allows us to manufacture and sell our cement products to customers in a cost-efficient manner.

Additionally, East India is the fastest growing markets for cement in India (*Source: CRISIL Report*). Our presence in this growth market enables us to benefit from their increasing demands and ensures that our plants have high utilisation rates and are ready to meet the demands of our customers. Our manufacturing presence allows us to take advantage of these opportunities and sell our products in North, Central and East India.

Extensive sales, marketing and distribution network with diversified product portfolio

We have strong sales, marketing and distribution capabilities in East and North India, and strategic access to some key markets in Central India. This distribution network allows us to effectively target and drive sales within the Trade Segment. As at March 31, 2021, we have 244 CFAs (162 in East India and 82 in North India) and 16,076 dealers in India (10,091 in East India and 5,985 in North India). Our extensive network of warehouses, logistics partners and dealers in East and North India gives us a competitive advantage in our operating regions. We are increasing this network as we ramp up volumes and market penetration.

We believe that our manufacturing unit locations and distribution network enable us to service our markets efficiently, increase our market share across East, Central and North India, and enhance our brand presence.

Growth in our business and operations from acquisitions and, in particular, the recently concluded acquisition of NU Vista

We have grown our manufacturing capacity, sales and distribution network, and market position through acquisitions over time. We have a successful track record of executing acquisitions that aid in the growth of our business based on a careful selection of potential assets and the integration of these assets with our business. We have recently successfully completed the acquisition of NU Vista, the cement business of Emami Group. The acquisition gives us several competitive advantages, including:

- pursuant to the acquisition, we are now a leading cement player in India (*Source: CRISIL Report*). We are the fifth largest cement company in India and the largest cement company in East India, in terms of capacity (*Source: CRISIL Report*), ensuring our market-leading presence in each of the core states in East India;

- the inclusion of the brand "Double Bull Cement" and its variants in our brand portfolio.

- synergies in the cross-sourcing of raw materials such as clinker, logistics for the shipping of our products, and economies of scale in procurement;

- our combined product portfolio includes all standard grades of cement (including Portland Composite Cement) and value-added products; and

- we can implement and apply best practices in manufacturing across all our plants.

Strong research and development and technological capabilities

We place a strong focus on innovation, with an emphasis on developing a comprehensive product range to meet the requirements of our customers, address the gaps in the market and improve our profitability. We have set up the CDIC, our innovation centre located in Mumbai. Through CDIC, we can and have developed new products that address market needs.

Some of our innovative products include ready-to-use wet micro concrete for structural strengthening and retrofitting, high-strength, high-density and lightweight concrete (as compared to regular concrete), wet mix cement mortar in bags, quick-setting OPC, fast-bonding adhesive for tile fixing and high-quality wall putty for interior and exterior walls. Our CDIC in Mumbai is accredited by NABL (ISO/IEC 17025: 2017 Standards) which operates a well-equipped facility on an area of 17,500 square feet for developing and prototyping innovative products. Our CDIC has developed a range of innovative products. In India, we have filed patent applications for four of our products, of which one has already been granted.

We have been successful in diversifying our products by leveraging our innovation and technological capabilities. We actively benchmark our products against our regional and international competitors to ensure that our products are innovative and meet market and technology trends.

Experienced Individual Promoter and professional management team

We have seen strong growth under the vision, leadership and guidance of the Individual Promoter, Dr. Karsanbhai K. Patel, who is a successful entrepreneur committed to becoming a key player in the high-growth building materials industry. The Individual Promoter is associated with the "Nirma Group", a diversified conglomerate that manufactures products ranging from chemicals to detergents, soaps, healthcare and real estate. The Individual Promoter has played a key role in developing our business and we have benefited from his industry expertise, vision and leadership. We also have a well-qualified senior management team with experience across all functions of the building materials industry. We believe that the experience of the Individual Promoter and our management team provides us with a significant competitive advantage with which to grow our business.

Our Strategies

Consolidate and grow our market share in East, North and Central India

We are the largest cement company in terms of manufacturing capacity in East India (*Source: CRISIL Report*). This, coupled with our extensive distribution network in East India, provides us with an opportunity to further consolidate and enhance our position in this key market. In Fiscal 2020, East India had GDP growth of 7.0% while North India had GDP growth of 6.2% (*Source: CRISIL Report*). According to CRISIL Research, GDP growth for all of India is projected at 11.0% by Fiscal 2022 (*Source: CRISIL Report*). We intend to leverage our existing manufacturing facilities and distribution network to capitalise on the expected demand for cement products from our customers.

Further, with the acquisition of NU Vista and the merger of Nimbol Cement Plant in East and North India respectively, we now have access to high-growth markets like Uttar Pradesh, Maharashtra and Gujarat. Our Cement Plants in Chhattisgarh and Rajasthan are ideally placed to serve the adjacent markets of Uttar Pradesh and Madhya Pradesh in Central India and Maharashtra in West India respectively. We also have a third-party procurement agreement in the State of Uttar Pradesh for manufacturing and packaging certain cement products, thereby establishing a presence in the high growth market of Central India. These regions are within the range of our existing manufacturing units that would allow us to distribute and sell cement at cost-effective and competitive prices. Our additional grinding capacity in West Bengal will target demand from the high-growth markets in the North East region of India.

For our RMX business, whilst we have a comprehensive pan-India presence, there are several tier-2 cities and other regions where opportunities exist for the expansion of our sales footprint.

Increase our portfolio of premium products and profit margins

We will continue to consolidate our market position in the building materials industry through the following initiatives:

- focus on enhancing the sales and penetration of our existing brands with particularly premium brands such as "Concreto";
- identify gaps in the industry and in our portfolio and introduce new products, particularly targeting the premium segments;

- extend the range of modern building materials to provide a comprehensive product/solution set for our distribution channels and based on customer demands; and

- focus on enhancing the range of value-added products in the RMX business.

We intend to continue our focus on research and development to enhance the quality and range of our existing products and develop new products capable of achieving these objectives.

Focus on operational efficiencies and synergies to improve returns, whilst expanding manufacturing capabilities

Offering quality products is a key aspect of maintaining and expanding our market position. To that end, we have adopted several initiatives designed to improve our cost efficiency. One of the key components of our cost of production is energy. We are focused on the reduction of electricity and heat consumption to reduce our production costs and to lessen the environmental impact of our operations. We are focused on the reduction of power consumption in our clinker and grinding units, as well as heat consumption in integrated units. We have installed waste heat recovery systems across all our integrated Cement Plants. Our Arasmeta Cement Plant, Sonadih Cement Plant, Risda Cement Plant, Chittorgarh Cement Plant and Nimbol Cement Plant have waste heat recovery systems, and, as of March 31, 2021, our waste heat recovery capacity is 44.7 MW, and 19.35% of the total power demand of our units is serviced by waste heat recovery systems. We are also setting up captive power plants at some of our units to further help in cost reduction and operational efficiency of our units by ensuring uninterrupted electricity supply reducing production stoppages and down time for our units. As of March 31, 2021, our captive power plant capacity is 105 MW, and 29.25% of the total power demand of our units is serviced by captive power plants. We are in the process of installing captive power plants at our grinding unit in Jojobera, Jharkhand and the Arasmeta Cement Plant in Chhattisgarh. Further, our captive power plants use fluidized bed combustion boilers, which can utilise multiple solid fuels, contributing to our operational and cost efficiencies. In addition, our integrated cement plants at Chittorgarh, Sonadih and Arasmeta are equipped to handle alternate fuels in addition to fossil fuels.

We also routinely implement debottlenecking exercises at our plants to improve productivity. We are in the process of implementing clinker debottlenecking at our integrated cement units located at Risda, Nimbol and Sonadih. Additionally, we are undertaking capacity expansion exercises at our Jojobera Cement Plant, to increase its capacity to 6.45 MT per annum, and at our Bhabua Cement Plant, to increase its capacity to 2.00 MT per annum. We also have the option to undertake expansion in West India by utilising our limestone reserves in Chittapur, Gulbarga in Karnataka.

Strengthen our brand and expand our distribution network

We have an extensive brand portfolio for our key product segments. Whist we believe that our brands have significant market share, market reputation and brand recall, we aim to continue to undertake brand awareness and brand building measures targeted at our customers and in key geographies to increase our market share and revenues from sales of our products. We have undertaken corporate and brand-specific advertising, such as our sponsorship of the Royal Challengers Bangalore, a professional cricket team in the Indian Premier League. We will continue to undertake such brand-building initiatives, specifically for our corporate brand and product-specific brands. Given our focus on the individual home builder, we implement brand awareness and brand building campaigns in mainline dailies, radio and television, and undertake activities such as rural van campaigns and outdoor publicity for continuous brand building.

Further, our distribution network provides us with a pan-India presence and the ability to target key markets for our products. We are continuously evaluating additional locations within the states we currently operate in, as well as other states for expanding our sales and distribution network. Our expansion strategy is based on a calibrated and systematic evaluation of the market size, customer demand, competition and economic factors for the sale of our products in a particular location. We undertake test marketing and market evaluation exercises prior to opening branches or appointing distribution agents in a particular location to assess the potential for a

location. We undertake these evaluations on a constant basis and expect to continue to grow our branch and distribution network. We also streamline non-performing branches from time to time.

Growth through expanding operations and through acquisitions

We have grown our business, geographical presence, manufacturing capacity and brand portfolio over time through strategic acquisitions. Through the merger of the Nimbol Cement Plant and the acquisition of NU Vista, we have further enhanced our business operations, growth and prospects. We believe that we are also well-positioned to undertake both core and value-add acquisition opportunities in the future given our pan-India presence, knowledge of local markets, proven management capabilities and deep customer relationships.

Our acquisition of NU Vista and merger of Nimbol Cement Plant increased our cement manufacturing capacity from 11.74 MMTPA to 22.32 MMTPA as on March 31, 2021. In addition, our acquisitions have also allowed us to expand our distribution network. The capacity addition and extension of distribution reach has resulted in higher capacity utilisation at our plants, higher EBITDA/tonne of cement and increased overall revenues and profitability. For further information please refer to the *"- **Key Performance Indicators**"* on page 168 as well as "***Management's Discussion and Analysis of Financial Condition and Results of Operations***" on page 357.

As of March 31, 2021, we have a strong balance sheet, resulting in high capital structure flexibility. As of March 31, 2021, our net debt is ₹ 67,300.63 million. Further, we intend to use the proceeds from the Fresh Issue for repayment/prepayment/redemption, in full or part, of certain borrowings availed of by our Company and general corporate purposes, which will further reduce our total indebtedness. The reduction in our total borrowings will de-lever our balance sheet and will enable us to undertake future acquisitions and enable our management to secure lending for such acquisitions on favorable terms. We believe that there is scope for further consolidation in the Indian cement industry and, in particular, for us to expand our presence in South and West India.

Complete the integration of the NU Vista cement business with our business

Since the completion of the acquisition of the NU Vista cement business, we have undertaken several steps to integrate the acquired business, plant operations and personnel with our existing business. We intend to continue to complete the integration of the NU Vista business with our business by implementing the following initiatives:

We are in the process of adopting a multiple price point strategy using our expanded product portfolio, including the "Double Bull" brands. We intend to include products at multiple price points in our product portfolio to combat the competitive pressures from brands of other manufacturers, and service customers from different demographic categories. For example, we intend to leverage on the low capacity utilisation of the Jajpur Cement Plant to expand our production without incurring additional costs, and we have already launched the manufacture of "Concreto" from this plant in Fiscal 2021.

We have initiated implementation of cross sourcing of brands from our various production facilities to ensure that the full range of brands are made available across our network, to improve the reach of our premium products and ensure we service our customers in a cost-effective manner.

We have initiated the increase of product variants by adding Portland Composite Cement manufactured at the NU Vista facilities to our product portfolio.

We intend to implement combined sourcing of raw materials, goods and services to achieve benefits of economies of scale. We have commenced this process across our Company and NU Vista and intend to continue to focus on additional initiatives to ensure a common procurement policy. For instance, efficiency in procurement can be maximised through the consolidated purchase of raw materials and fuel.

We are implementing measures to optimise the regional sourcing of cement across our plants in each of the core states of East India to leverage the presence of our existing plants and the plants operating under NU Vista. We will strategically enhance the capacity of our plants to ensure we have a 2 million tonne production in each of our core states. For instance, we are implementing measures to ensure efficiency in the area of logistics by sourcing clinker on an integrated basis across our Company and NU Vista. Further, we are also implementing clinker re-routing, where the clinker from Risda Cement Plant will be moved via our Sonadih Cement Plant railhead to NU Vista's grinding units, which will eliminate additional handling charges and reduce overall cost and increase profitability of this unit.

We are in the process of business integration at various levels focused on our employees and business processes, to ensure uniformity and rationalisation of our products and services.

Key Performance Indicators

Set forth below are certain key performance indicators for our business for the periods indicated:

Production and Production Capacity (Plant-wise)

NU Vista Cement Plants

Risda Cement Plant - Cement	
Particulars	**Fiscal 2021***
Installed/Production Capacity (MMTPA)	2.15
Production (million MT)	1.79
Capacity Utilisation (%)	83.54%
* Considering utilisation calculated from July 14, 2020 (the date of completion of the acquisition of NU Vista) to March 31, 2021.	

Risda Cement Plant - Clinker	
Particulars	**Fiscal 2021***
Installed/Production Capacity (MMTPA)	2.29
Production (million MT)	2.39
Capacity Utilisation (%)	104.51%
* Considering utilisation calculated from July 14, 2020 (the date of completion of the acquisition of NU Vista) to March 31, 2021.	

Panagarh Cement Plant - Cement	
Particulars	**Fiscal 2021***
Production Capacity (MMTPA)	1.79
Production (million MT)	1.45
Capacity Utilisation (%)	81.22%
* Considering utilisation calculated from July 14, 2020 (the date of completion of the acquisition of NU Vista) to March 31, 2021.	

Jajpur Cement Plant - Cement	
Particulars	**Fiscal 2021***
Production Capacity (MMTPA)	1.43
Production (million MT)	0.64
Capacity Utilisation (%)	44.45%
* Considering utilisation calculated from July 14, 2020 (the date of completion of the acquisition of NU Vista) to March 31, 2021.	

Bhabua Cement Plant - Cement	
Particulars	**Fiscal 2021***
Production Capacity (MMTPA)	0.57
Production (million MT)	0.46
Capacity Utilisation (%)	79.97%
* Considering utilisation calculated from July 14, 2020 (the date of completion of the acquisition of NU Vista) to March 31, 2021.	

Company Cement Plants

Arasmeta Cement Plant - Cement			
Particulars	**Fiscal 2019**	**Fiscal 2020**	**Fiscal 2021**
Installed/Production Capacity (MMTPA)	1.89	1.89	1.89
Production (million MT)	1.64	1.55	1.38
Capacity Utilisation (%)	86.57%	81.70%	73.10%

Arasmeta Cement Plant - Clinker			
Particulars	**Fiscal 2019**	**Fiscal 2020**	**Fiscal 2021**
Installed/Production Capacity (MMTPA)	1.66	1.66	1.66
Production (million MT)	1.35	1.55	1.03
Capacity Utilisation (%)	81.15%	92.80%	61.97%

Sonadih Cement Plant - Cement			
Particulars	**Fiscal 2019**	**Fiscal 2020**	**Fiscal 2021**
Installed/Production Capacity (MMTPA)	0.60	0.65	0.65
Production (million MT)	0.56	0.57	0.54
Capacity Utilisation (%)	93.17%	88.87%	83.34%

Sonadih Cement Plant - Clinker			
Particulars	**Fiscal 2019**	**Fiscal 2020**	**Fiscal 2021**
Installed/Production Capacity (MMTPA)	3.00	3.00	3.30
Production (million MT)	2.85	2.66	2.74
Capacity Utilisation (%)	95.03%	88.60%	83.11%

Jojobera Cement Plant - Cement			
Particulars	**Fiscal 2019**	**Fiscal 2020**	**Fiscal 2021**
Installed/Production Capacity (MMTPA)	4.60	4.95	4.95
Production (million MT)	4.72	4.87	4.24
Capacity Utilisation (%)	102.65%	98.44%	85.75%

Mejia Cement Plant - Cement			
Particulars	**Fiscal 2019**	**Fiscal 2020**	**Fiscal 2021**
Installed/Production Capacity (MMTPA)	1.65	1.65	1.65
Production (million MT)	1.57	1.54	1.43
Capacity Utilisation (%)	95.21%	93.39%	86.58%

Chittorgarh Cement Plant - Cement			
Particulars	**Fiscal 2019**	**Fiscal 2020**	**Fiscal 2021**
Installed/Production Capacity (MMTPA)	2.10	2.10	2.10
Production (million MT)	1.99	1.96	2.04
Capacity Utilisation (%)	94.57%	93.29%	97.15%

Chittorgarh Cement Plant - Clinker			
Particulars	**Fiscal 2019**	**Fiscal 2020**	**Fiscal 2021**
Installed/Production Capacity (MMTPA)	1.94	1.94	1.94
Production (million MT)	1.56	1.75	1.55
Capacity Utilisation (%)	80.36%	90.21%	80.06%

Nimbol Cement Plant - Cement			
Particulars	**Fiscal 2019**	**Fiscal 2020**	**Fiscal 2021**
Installed/Production Capacity (MMTPA)	2.28	2.28	2.28
Production (million MT)	1.68	1.63	1.40
Capacity Utilisation (%)	73.51%	71.32%	61.35%

Nimbol Cement Plant - Clinker			
Particulars	**Fiscal 2019**	**Fiscal 2020**	**Fiscal 2021**
Installed/Production Capacity (MMTPA)	1.48	1.48	1.48
Production (million MT)	1.48	1.35	1.17
Capacity Utilisation (%)	100.00%	90.91%	79.15%

Bhiwani Cement Plant - Cement			
Particulars	**Fiscal 2019**	**Fiscal 2020**	**Fiscal 2021**
Installed/Production Capacity (MMTPA)	0.50	0.50	0.50
Production (million MT)	0.52	0.50	0.11
Capacity Utilisation (%)	103.00%	100.80%	21.49%

Installed capacities - total - plant wise

Installed capacities (total)	
Plant	**Installed capacity (MMTPA) (as of March 31, 2021)**
Arasmeta Cement Plant (Clinker)	1.66
Sonadih Cement Plant (Clinker)	3.30
Chittorgarh Cement Plant (Clinker)	1.94
Nimbol Cement Plant (Clinker)	1.48
Arasmeta Cement Plant (Cement)	1.89
Sonadih Cement Plant (Cement)	0.65
Jojobera Cement Plant (Cement)	4.95
Mejia Cement Plant (Cement)	1.65
Chittorgarh Cement Plant (Cement)	2.10
Nimbol Cement Plant (Cement)	2.28
Bhiwani Cement Plant (Cement)	0.50
Risda Cement Plant (Clinker)	3.20
Risda Cement Plant (Cement)	3.00
Panagarh Cement Plant (Cement)	2.50
Bhabua Cement Plant (Cement)	0.80
Jajpur Cement Plant (Cement)	2.00

Proposed expansion plans

Plant	Proposed capacity expansion	Targeted time period
Jojobera Cement Plant (Cement)	1.50 MMTPA	Fiscal 2022
Bhabua Cement Plant (Cement)	1.20 MMTPA	Fiscal 2023

Capacity Utilisation

Capacity Utilisation (%) (actual)	Fiscal 2019	Fiscal 2020	Fiscal 2021
Cement	92.99%	90.05%	77.57%
Clinker	89.56%	90.27%	83.30%

Capacity Utilisation (%) (proforma)	Fiscal 2021
Cement	75.30%
Clinker	83.72%

Clinker to cement ratio (plant wise)

Plant	Fiscal 2019	Fiscal 2020	Fiscal 2021
Company Cement Plants:			
Arasmeta Cement Plant	1.57	1.57	1.60
Sonadih Cement Plant	1.59	1.60	1.59
Jojobera Cement Plant	2.50	2.52	2.53
Mejia Cement Plant	1.60	1.61	1.60
Chittorgarh Cement Plant	1.43	1.35	1.30
Nimbol Cement Plant	1.20	1.22	1.26
Bhiwani Cement Plant	1.64	1.87	1.55
NU Vista Cement Plants:			
Risda Cement Plant	N/A	N/A	1.52
Panagarh Cement Plant	N/A	N/A	2.01
Jajpur Cement Plant	N/A	N/A	2.32
Bhabua Cement Plant	N/A	N/A	1.73
Total	**1.72**	**1.73**	**1.73**

EBITDA, EBITDA/tonne, Realisation/tonne and ROCE

Particulars	Fiscal 2019	Fiscal 2020	Fiscal 2021
EBITDA (actual)	9,714.35	13,338.49	14,943.54

Particulars	Fiscal 2021
EBITDA (proforma)	16,455.04

Particulars	Fiscal 2019	Fiscal 2020	Fiscal 2021
EBITDA / Tonne (actual)	732.96	1,082.54	966.00
Realisation / Tonne (actual)	4,457.03	4,639.39	4,417.35

Particulars	Fiscal 2021
EBITDA / Tonne (proforma)	977.93
Realisation / Tonne (proforma)	4,412.90

Particulars	Fiscal 2019	Fiscal 2020	Fiscal 2021
ROCE (actual)	4.30%	7.66%	4.21%

Fuel mix and consumption

Fuel mix (actuals)	Fiscal 2019	Fiscal 2020	Fiscal 2021
Domestic Coal	60%	54%	71%
Pet coke	40%	46%	29%

Fuel mix (proforma)	Fiscal 2021
Domestic Coal	72%
Pet coke	28%

Particulars	Fiscal 2019	Fiscal 2020	Fiscal 2021
Coal & Pet Coke consumption (in million tonnes) for Fuel (actual)	0.96	0.89	1.25

Particulars	Fiscal 2021
Coal & Pet Coke consumption (in million tonnes) for Fuel (proforma)	1.43

Particulars (million units)	Fiscal 2019	Fiscal 2020	Fiscal 2021
Power consumption units (actual)	927.95	860.51	1,017.56

Particulars (million units)	Fiscal 2021
Power consumption units (proforma)	1,105.95

Power capacity

Particulars	Capacity (MW) (as of March 31, 2021)
Thermal CPP	105.00
Sonadih	25.00
Chittorgarh	25.00
Nimbol	25.00
Risda	30.00
WHRs	44.70
Arasmeta	7.00
Sonadih	11.00
Chittorgarh	7.00
Nimbol	4.70
Risda	15.00
Renewable (Solar)	1.50
Bhiwani	1.00
Chittorgarh	0.50

Particulars (%)	Fiscal 2019	Fiscal 2020	Fiscal 2021
Captive Power Production & Consumption (actual)	20.29%	33.42%	48.73%

Particulars (%)	Fiscal 2021
Captive Power Production & Consumption (proforma)	50.43%

Total Employees

Particulars	As of March 31, 2021
Total Employees	3,846

Residual Reserves as of March 31, 2021

Name	Location	Operational mine or reserve	Reserves based on IBM proved mineral as on March 31, 2021 (in million tonnes)	Date of certification of mining plan
Operational Mines				
Arasmeta	Limestone Mines (ML 1 and 2), Janjgir Champa, Chhattisgarh	Operational	24.50	February 12, 2021
Chilhati	Bilaspur, Chhattisgarh	Operational	149.91	December 11, 2019
Kirari	Janjgir Champa, Chhattisgarh	Operational	25.24	February 12, 2021
Sonadih	Baloda Bazar, Chhattisgarh	Operational	21.92	December 10, 2020
Sinla	Pali, Rajasthan	Operational	14.64	April 5, 2021
Digrana	Pali, Rajasthan	Operational	13.96	April 5, 2021
Sita Ram Ji Ka Khera	Chittorgarh, Rajasthan	Operational	65.44	March 26, 2018
Arniya Joshi Limestone Mines	Chittorgarh, Rajasthan	Operational	63.92	January 24, 2020
Chittapur	Gulberga, Karnataka	Operational	221.15	April 20, 2018
Risda	Kukurdih, Chhattisgarh	Operational	220.83	January 18, 2020
Total Reserves - Operational Mines*			**821.51**	
Non - Operational Mines				
Arasmeta	Limestone Mines (ML-3), Janjgir - Champa, Chhattisgarh	Non - operational	14.15	October 28, 2020
Sonadih	Limestone Mines (ML-1), Baloda Bazar, Chhattisgarh	Non - operational	156.79	October 3, 2016
Dhandhani	Chhattisgarh	Non - operational	15.80	January 6, 2021
Nagaur	Limestone Block 3b1(a), Rajasthan	Non - operational	126.95	July 24, 2019#
Nagaur	Limestone Block 3b1(b), Rajasthan	Non - operational	168.84	July 24, 2019#
Tengada	Dachepalli, Guntur, Andhra Pradesh	Non - operational	391.75	October 21, 2014
Total Reserves - Non Operational Mines**			**874.28**	
Total Reserves - Operational & Non Operational Mines			**1,695.79**	

* *based on IBM approved mineable reserves i.e. proven & probable reserves subject to the consumption after mining plan approval date*

** *based on the IBM approved total reserves i.e. Proven & probable reserves and remaining mineral resources*

Mining Plan along with PMCP was approved by Indian Bureau of Mines, Ajmer on August 29, 2017. Further, modification in the approved Mining Plan along with PMCP was approved on July 24, 2019.

Distribution and Advertising and Sales Promotion (as a percentage of total revenue from operations)

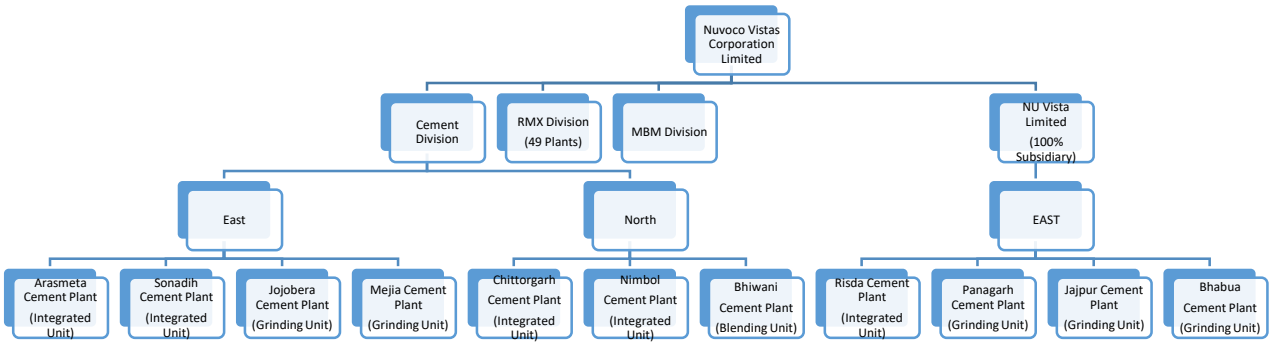
Particulars	Fiscal 2019	Fiscal 2020	Fiscal 2021
Distribution[(1)] (% of revenue from operations)	28.12%	26.15%	27.10%
Advertisement & Sales Promotion (% of revenue from operations)	1.28%	1.06%	1.14%

Note:

[(1)]Distribution means freight and forwarding charges for the respective year.

Operational Overview and Products Portfolio

Our organisation structure:



We started operations in India in 1999 and, since then, have emerged as one of the major players in the building materials industry in India (*Source: CRISIL Report*). Our diversified business portfolio includes:

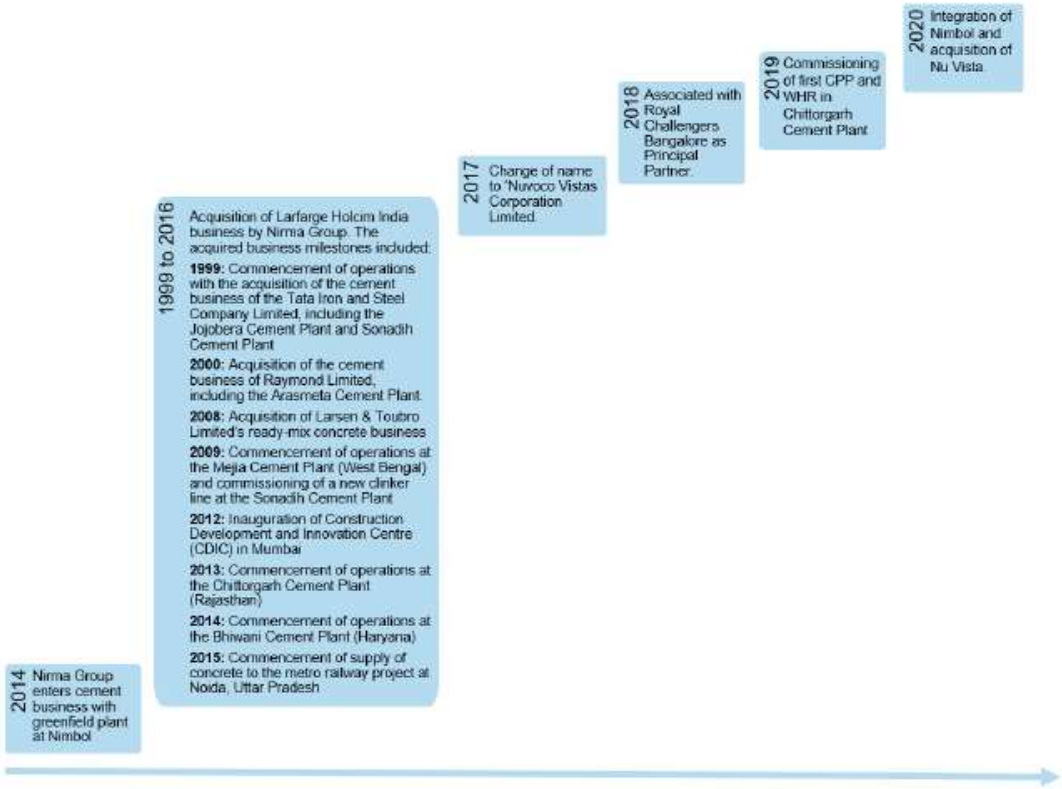
Cement: Our cement portfolio includes different types of cement like Ordinary Portland Cement (OPC), Portland Slag Cement (PSC), Portland Pozzolana Cement (PPC) and Portland Composite Cement (PCC). As part of our cement portfolio we have brands like "Concreto", "Duraguard", "Premium Slag Cement", "Nirmax", "Double Bull", "Infracem" and "Procem". Our key brands include "Concreto", "Concreto Green", "Duraguard", "Duraguard MF Microfiber", "Duraguard Waterseal", "Duraguard Silver", "Duraguard Xtra", "Premium Slag Cement", "Nirmax Cement", "Infracem Cement", "Double Bull Cement", "Procem Cement", "Double Bull Master PPC" and "Double Bull Subh PSC".

***RMX*:** Our brands in the RMX concrete portfolio includes the "Concreto", "Instamix", "Artiste" and "X-Con" range of products. This portfolio includes products such as self-compacting concrete, decorative concrete, ready-to-use concrete, crack-resistant concrete, concrete with steel fibers, and lean concrete, as well as concrete with varied characteristics for specialty uses.

MBM: Our modern building material products are a key differentiator for us. Our suite of products under this category includes a range of construction chemicals, adhesives, wall putty, dry plaster, cover blocks and dry concrete. Our modern building material products are marketed and sold under the "Zero M" and "Instamix" brands.

One of our key differentiators is our focus on innovation, aimed at introducing new and differentiated products that fulfill the gaps in the marketplace and meet our customer requirements. CDIC is our dedicated research and development centre located in Mumbai. This NABL accredited facility serves as the incubation centre for innovative products across our Cement, RMX and Modern Building Materials businesses.

The below timeline shows select events in our corporate history. For further information, please see "***History and Certain Corporate Matters***" on page 209:



Cement

We manufacture different types of cement, namely Portland Pozzolana Cement (PPC), Portland Slag Cement (PSC), Ordinary Portland Cement (OPC), and Portland Composite Cement (PCC), across our network of manufacturing facilities. Our cement products are graded differently based on their compressive strength as specified by BIS. We have been granted various licenses to use the BIS mark for the cement products manufactured by us.

Portland Pozzolana Cement ("PPC")

This cement is a kind of blended cement which is produced either inter-grinding of clinker along with gypsum and pozzolanic materials in certain proportions or grinding the clinker, gypsum and Pozzolanic materials separately and thoroughly blending them in certain proportions. Pozzolona such as fly ash is essentially a siliceous material which while in itself possessing little or no cementitious properties will, in finely divided form an in the presence of water, react with calcium hydroxide at ambient temperature to form compounds possessing cementitious properties which is achieved in a cement mill.

Portland Slag Cement ("PSC")

PSC is produced by grinding a mixture of granulated blast furnace slag with clinker and gypsum in varying proportions, or by uniformly blending OPC and finely ground blast furnace slag. Slag is primarily a byproduct of the steel manufacturing process. PSC is typically used for concrete structures, including dams, reservoirs, swimming pools, river embankments and bridge piers. Further, the blending of slag with OPC reduces power consumption and greenhouse gas emissions, as well as fuel and raw material costs, which results in improved operating margins (*Source: CRISIL Report*).

A premium variant of PSC is manufactured with high-grade clinker and good quality, ground granulated blast furnace slag enriched with glass content. This grade of cement can be widely used in residential construction, commercial infrastructure, roads and highways, industrial plants, marine construction and RCC work. The laminated polypropylene packaging makes it tamper-proof, retains cements freshness over time, and assures the correct weight of cement bags.

Ordinary Portland Cement ("OPC")

OPC is produced primarily by grinding clinker and gypsum into a fine powder in a cement mill.

Portland Composite Cement ("PCC")

This cement is a ground mixture of Portland cement clinker, granulated slag and fly ash with the addition of gypsum (natural and chemical), or a thorough and uniform blending of OPC, finely ground granulated slag and fine fly ash, with the addition of ground gypsum, if required.

Cement Products' Portfolio

Our key offerings in the PPC segment include:

Duraguard: "Duraguard" cement was launched in 2007. This PPC cement variant provides uniform particle size distribution, which is achieved through void reduction technology. "Duraguard" is generally used for all types of RCC works, such as residential and multi-storied buildings, mass concrete works, underground concrete works, roofing and plastering, masonry and tile fixing works.

Duraguard MF Microfiber: "Duraguard MF Microfiber" cement was launched in 2014 and is a premium PPC variant.

Duraguard Waterseal: "Duraguard Water Seal" cement was launched in 2019.

Concreto Green: "Concreto Green" cement was launched in 2019.

Duraguard Xtra: "Duraguard Xtra" cement was launched in 2018 and is a premium PPC variant enhanced with superset technology.

Double Bull PPC and Double Bull Master: "Double Bull PPC" and "Double Bull Master" are PPC variants. "Double Bull Master Premium PPC" comes in laminated packaging which is tamper proof and moisture resistant. These variants are suited for residential construction, commercial infrastructure, roads and highways, industrial plants, marine construction and RCC work.

Our other offering in the PPC segment include "Nirmax" and "Infracem" that provide additional options for customers.

Our key offerings in the PSC segment include:

Concreto: "Concreto" cement was launched in 2004. It is a premium slag cement. "Concreto" can be used for all applications of construction and is also used for giving a better finish to the exteriors and interiors of buildings. It is equally well suited for basic tasks, or medium- and heavy-duty applications. It is generally used in varied applications such as roofing, foundations, beams, columns, plastering and brickwork.

Premium Slag Cement: This is another variant of PSC which has been created under the brand name of "Premium Slag Cement". It is primarily used for constructions in contact with salinity, moisture and chemical agents.

Double Bull PSC and Double Bull Subh: These variants are manufactured through inter grinding clinker with quality ground granulated blast furnace slag. "Double Bull Subh" is a premium slag product manufactured with clinker and quality ground granulated blast furnace slag enriched with glass content and comes in laminated packaging. The product is primarily used for underground concrete, water storing structures, residential construction, commercial infrastructure, roads and highways, industrial plants and mass concrete projects such as dams and foundations.

Our key offerings in the OPC segment include “Duraguard RapidX”, “Nirmax OPC” and “Double Bull OPC”. The OPC variants are generally used in the application areas of specialised construction work like bridges, highways, flyovers, culverts, buildings, slip form work, as well as all types of RCC work.

Our offering in the PCC segment includes:

Duraguard Silver: “Duraguard Silver Cement” is a new generation composite cement as per IS 16415:2015.

Ready-mix Concrete

Our RMX products are used by developers, contractors, builders, architects, and government agencies. We believe that the popularity of our RMX is based on the following factors:

- wide range and innovative products;
- consistent quality of concrete produced in automated batching plants with stringent quality conditions; and
- on-time delivery.

We have a wide range of innovative value-added products aimed at helping customers save time and money. These include a range of products, such as self-consolidating concrete, decorative concrete, ready-to-use concrete, crack- resistant concrete, concrete with steel fibers, and lean concrete, as well as concrete with varied characteristics for specific uses.

The RMX portfolio of products consists of our “Performance”, “Convenience”, “Aesthetics” and “Standard Concrete” ranges. The brands under the RMX portfolio consist of the “Concreto”, “Instamix”, “Artiste” and “X-Con” range.

The range of products which provide “Performance” advantages is branded under the “Concreto” brand. Our key products under the “Concreto” vertical include:

Concreto Agile: This is a range of self-compacting, self-levelling and free-flowing concrete.

Concreto Robuste: This is a high-grade, high-performance concrete to achieve 50-100+ MPa strength. This product provides economic benefits by using thinner sections and reduced construction time.

Concreto Xlite: This is a low-density (800 - 1800 kg/cu.m) concrete which enhances thermal insulation and is a replacement for other products, thereby reducing dead load on existing structures, helping optimise design cost, improve thermal and sound insulation, simplify placement, and saving time. This product is available in low densities, and is considered a more consistent alternative to foam concrete etc. It is easy to repair and maintain, with a reduced risk of cracks due to shrinkage.

Corrosafe: This is a double-action, corrosion-resistant concrete, with service-life prediction, designed on the basis of corrosion-resistant admixtures and a concrete mix, designed to enhance durability.

Concreto Permadure: This is a special type of concrete which ensures dense and durable concrete structure by resisting water seepage and minimizing plastic shrinkage cracks in concrete elements. The key benefits are water resistance reducing permeability, and specialised engineered fibers minimizing micro cracks, and so reducing the cost of repairs.

The other products under the “Concreto” vertical in the RMX portfolio include “Concreto Ecodure”, “Concreto Easyfille”, “Concreto Fluide”, “Concreto Regletherme”, “Concreto Instante”, “Concreto Fiber” and “Concreto Lente”, providing the flexibility of choice for customers, depending on their construction requirements.

The range of products which provide “Convenience” advantages are branded under the “InstaMix” brand vertical. The key products under the “InstaMix” vertical include:

InstaMix Microne: “Instamix Microne” is a non-shrink, high-strength, premixed wet micro concrete supplied in 35Kg ready-to-pour HDPE bags. It is blended with microfibers and a special admixture that provides a bond with a base concrete surface and is a strong and durable concrete solution for structural repair and retrofitting.

The range of products which provide “Aesthetics” advantages are branded under the “Artiste” brand vertical. The key products under the “Artiste” vertical include:

Artiste Signature: The “Artiste Signature” collection, inspired by nature and natural stones, available in two variants - “International Designs”, available for the first time in India, and “Celebrity Designs”, created by Gauri Khan. It is available in an array of vibrant colors, striking patterns and realistic textures. The other products under the “Artiste” vertical include “Artiste Engrave”, “Artiste Coarse”, “Artiste Bare”, “Artiste Hue” and “Artiste Lumos”, providing more designer concrete options for customers.

Our “Standard” concrete with varying degrees of strength is available under the “X-Con” vertical.

Modern Building Materials

Our modern building materials are aimed at ensuring that our customers’ creations are durable and sustainable. Our modern building materials includes a range of construction chemicals, adhesives, wall putty, dry plaster, cover blocks and dry concrete.

The brand verticals under the MBM portfolio operates under the “Zero-M” and “InstaMix” brands. The “Zero-M” range of construction chemicals and compounds provides protection to building structures, helping improve their durability, performance and strength. The “InstaMix” range of ready-to-use premixed solutions provides ease of use, standardisation of mixes, convenience and faster construction. Instamix will be a part of do-it-yourself offerings in the construction space.

Our key MBM brands include:

Zero-M Water Shield: It is an integral waterproofing compound in a liquid form. It is a blend of specialised active ingredients that make concrete waterproof. The core benefits of this product are preventing leakage and dampness, protection from harmful chemicals, improving workability of cement and concrete, and preventing rust.

Zero-M Poly Rich Wall Putty and Zero-M Germicheck Wall Putty: This wall putty protects interior and exterior walls from cracks, flakes, peels and dampness, while providing a smooth finish to the surface. Its water-repelling characteristics prevent clamminess, and any resulting discolored patches. “Zero-M Germicheck Wall Putty” is an anti-microbial wall putty that kills bacteria to provide a safe indoor living environment.

InstaMix Plastosmart: It is a ready-mix dry cement plaster for exterior, interior and ceiling applications.

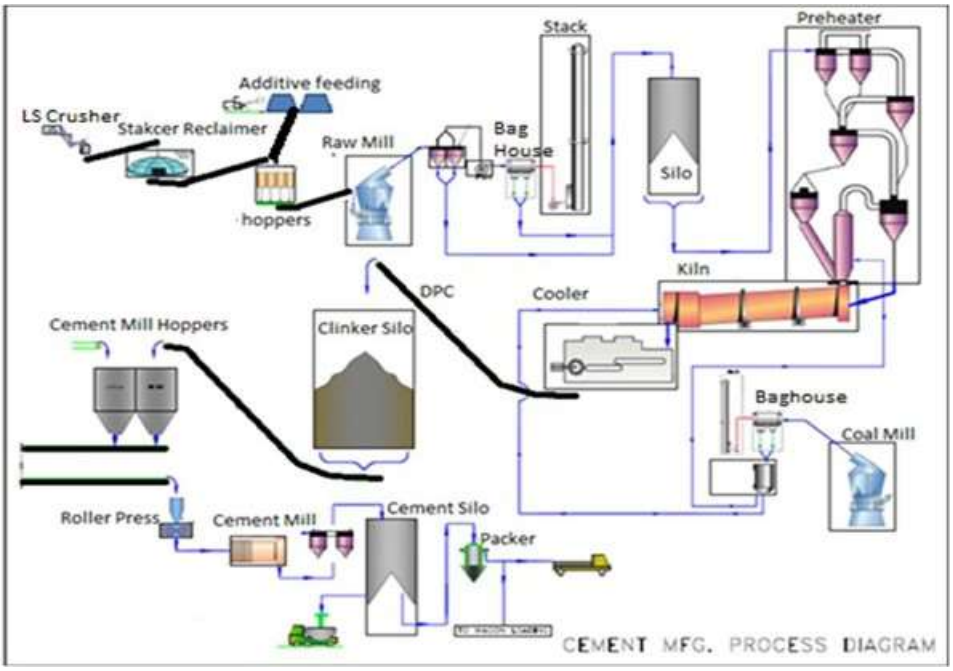
InstaMix Xpress: It is a pre-blended mixture of cement, sand and aggregates, requiring only the addition of water before pouring the concrete. It is ready to use, in three simple steps of opening, mixing and pouring. The key benefits of this product are high strength as compared with site mix, reduced waste, and it is economical to use, since it reduces labour requirements, and has high durability.

The other products under the MBM brands include “Zero-M Acrylic Power”, “Zero-M Latex Expert”, “Zero-M Speedex”, “Zero-M Premium Cover Blocks” and “Instamix Bond-aid”, providing solutions to different construction and protection needs.

Manufacturing Process

Cement:

We manufacture cement at our integrated and grinding units using the following process:



Key materials. The basic raw materials used to produce clinker are limestone, iron ore, silica and sweetener. Cement is produced by mixing fly ash, slag and gypsum with clinker during grinding. Different types of fuel are used to complete the burning process of clinker manufacturing, which mainly depends on availability, cost and process efficiency. In addition to fossil fuels, we consume alternate fuels such as solid, plastic and liquid waste to substitute for fossil fuels in the combustion process.

Manufacturing clinker

Mining: In the cement industry, mining is open cast, where limestone is extracted from benches. During mining, exploration is undertaken to assess the quality of limestone and compare it with benchmarks before additives are mixed in. The benchmarked limestone is then drilled and blasted into small pieces. Blasting typically takes place in two stages, primary and secondary, wherein, if the limestone pieces are not small enough at this stage, they are further broken down in the second stage. After blasting, the limestone is extracted and transported for crushing.

Crushing: The limestone received from mines is crushed to make particles suitable for blending and storage. Typically, crushing is performed in two stages: primary crusher and secondary crusher. Further, wobblers are used to eliminate already-small limestone particles, which do not require crushing. This improves the crusher's throughput and reduces power consumption. The product size of crushed material depends on the type of grinding mill used.

Pre-homogeneous stage: Crushed limestone is transported to the piles through belt conveyors and is stacked using stackers. The stacked limestone is reclaimed using reclaimers, as a result of which the limestone gets pre-blended. The reclaimer, through a belt conveyor system, discharges the limestone into a hopper. The additives, such as sweetener, limestone, red ochre and bauxite, are transported to their corresponding hoppers through a feed hopper and belt conveyor system from the stockyard. After that, all materials are transported to the grinding mill in a uniform proportion, so as to reduce the chemical variations in the raw mix.

Raw mill grinding. The raw meal, comprising limestone, iron ore, alumina and other additives, is finely ground in order for it to react completely before it is burnt in the kiln. Typically, there are two types of mills: vertical roller mills are used for huge capacities, whereas ball mills are used for smaller plants. The type of the mill is also influenced by the type of raw material to be ground, product fineness, power consumed and project outlay. Separators or classifiers are used to separate the fine product and return the coarser particles to the grinder. Fineness of the raw meal is maintained by regulating the speed of the separator, which is mounted above the grinding table on the top of the vertical mill.

Blending and storage. The finely ground raw meal feed is blended in a silo. The blending process of a continuously operating silo is fundamentally a transformation of compositional variations in the feed to the silo into reduced compositional variations in the discharge from the silo. The residence time distribution within the silo is shown

to be the cause of this transformation. A kiln feed with uniform chemical composition and fineness is important in order to obtain good operational conditions for the kiln and to achieve optimum cement quality on the basis of existing raw materials. In any case, an intermediate stock of raw meal is necessary in order to ensure the continuous operation of the kiln and to allow for the routine maintenance stops of the raw mill.

Pre-heating stage and kiln. The raw meal is extracted from blending silos in a regulated manner and fed to a suspension preheater through belt bucket elevators, where raw meal is preheated due to cyclonic movement of hot air and raw meal in preheater cyclones At the final stage of the preheater, it is calcined to around 90% to 94% before it enters the kiln. The kiln is a long cylindrical structure that is slightly inclined horizontally and properly lined with refractory bricks for insulation throughout the high heat zones in the kiln burning process. It rotates normally at 2-5 revolution per minute, based on the capacity of the kiln. Required combustion is achieved by firing pulverized coal/pet coke, or both, obtained by grinding into the vertical coal mill. It provides thermal energy. Calcined raw meal is sintered at around 1350 to 1450 degrees centigrade in the kiln to produce clinker. The formation of clinker involves multiple processes, beginning with the evaporation of water, thermal decomposition of clay minerals, calcite formation, liquid formation, and, finally, formation of clinker. The clinker then passes into a cooler, before being ground further. The heat is recuperated and recycled to the kiln as secondary combustion air. Part of the heat recuperated from the cooler is recycled to the preheater as tertiary air. Other gases reclaimed from the suspension preheater, pre-calciner and the cooler are used as primary combustion air in the kiln. Excess air from the cooler is cleaned and released into the atmosphere through the WHR system. Coal and petcoke are stored in covered yards where blending is conducted through stacking and reclaiming in coal blending systems. The clinker, after being cooled to 100 degree centigrade in the cooler, is stored in the clinker silo.

Clinker to cement

Grinding and blending: From the clinker silo, a weighted clinker mix with gypsum is taken to the cement mill for grinding. Fly ash is added at the mill inlet, as well as at the outlet, based on requirements. The clinker is then ground into a fine and homogenous powder in either a ball mill, a vertical mill, or a roller press. The desired fineness of the cement is achieved by varying separator speeds. The cement is then stored in silos, before being dispatched either in bulk or in bags.

Packaging

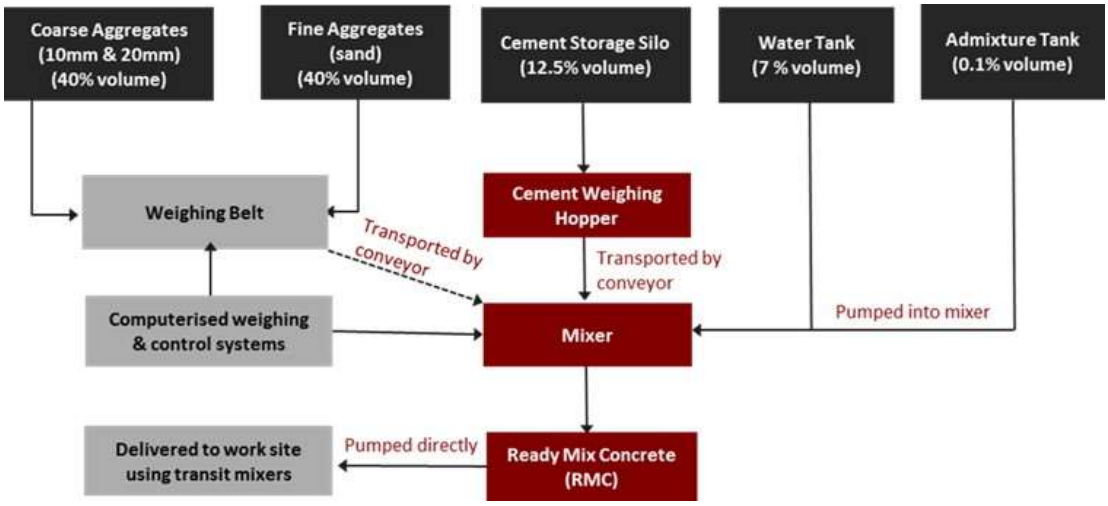
Product packaging is an important characteristic in our business. We package our products in a number of ways, depending on the manner of distribution, intended customer, and quantity of the cement being packaged. We primarily package our cement products in polypropylene or laminated bags. These packaging bags are sourced from different suppliers in India.

From the silo, cement is extracted and conveyed to packing machines. The packing machines pack the cement in synthetic bags and maintain a bag weight of 50 kilograms through their microprocessor-based filling and weighing system. Some part of the cement produced is also dispatched to the market through bulk carriers (i.e. rather than being packed into bags, it is filled in bulk carriers and sent directly to the market). The bags are then loaded to trucks or wagons through belt conveyors, which transport them to the market for end-consumers.

RMX:

Manufacturing process

The basic manufacturing process of ready-mix concrete includes:



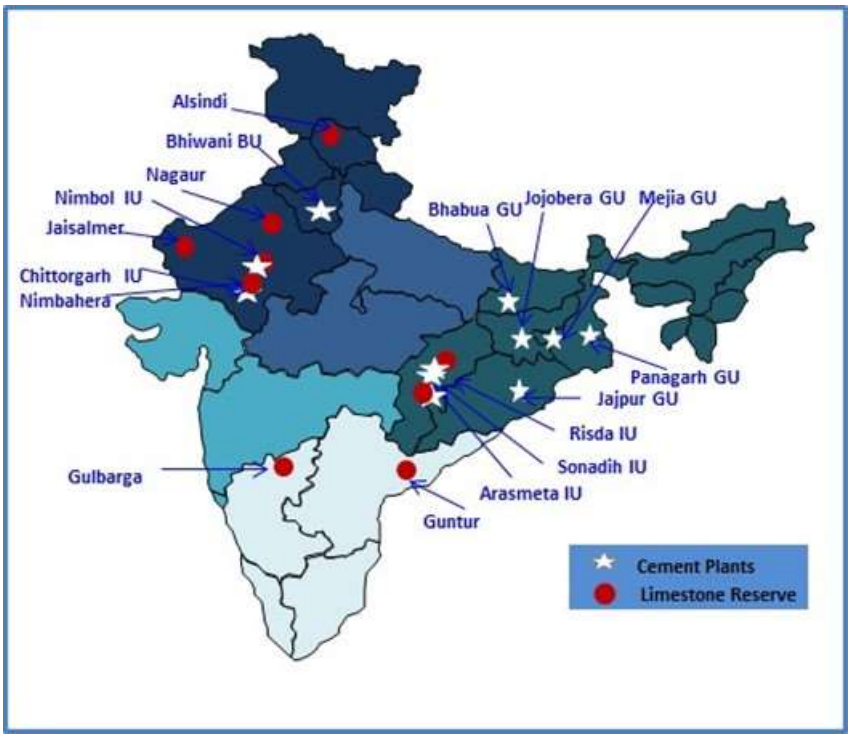
Source: CRISIL Report

Facilities

As of March 31, 2021, we have the following facilities: We have eight Cement Plants located in East India, and three in North India. Three of our plants in East India are integrated units, while five plants are grinding units. Two of our plants in North India are integrated units, while the other is a blending unit. As of March 31, 2021, our RMX business has 49 plants.

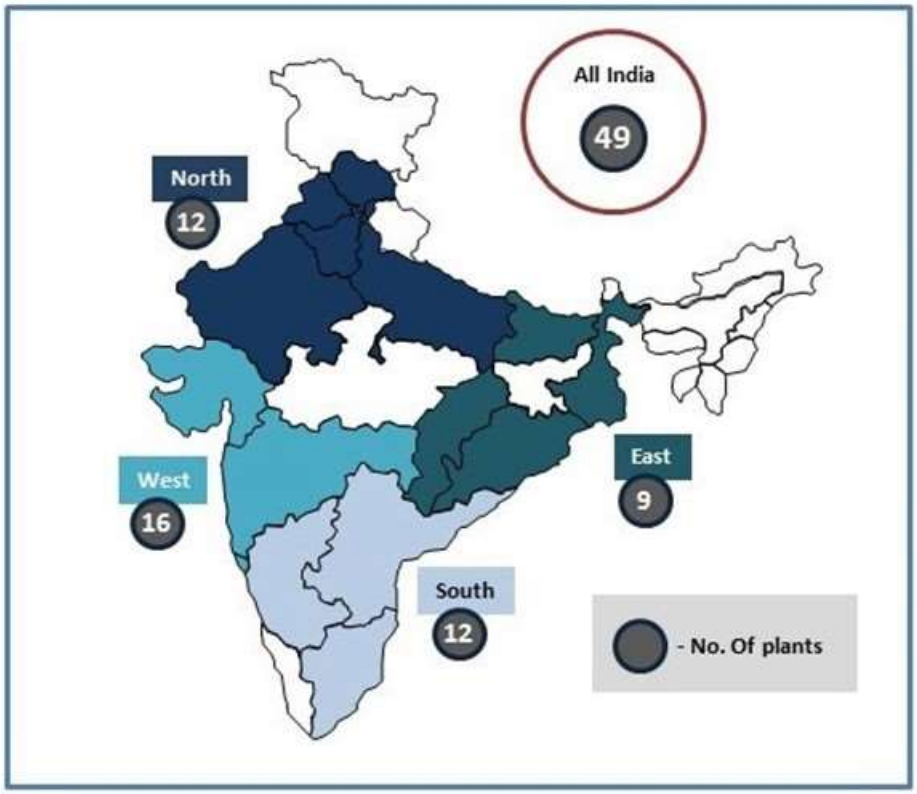
In addition, we have limestone mines/reserves situated at various locations across India. Our Cement Plants are strategically located, with great road and rail connectivity to our key markets of East India and North India. Our plants are also located in proximity to our limestone reserves and other raw materials, such as slag and fly-ash, which are situated at various locations across India.

The map below shows the location of our Cement Plants, as well as our limestone reserves, across India:



Note: As on March 31, 2021 *Map not to scale*

The map below shows the location of our operational RMX Plants, across India:



Note: As on March 31, 2021 *Map not to scale*

The following table sets out the existing production capacity of our integrated units and grinding units as of March 31, 2021:

S. No.	Region		Integrated Unit/ Grinding Unit/ Blending Unit	Location	Production capacity as of March 31, 2021*	
					Cement	Clinker
					(in MMTPA)	
1.	North India	Nimbol Cement Plant	Integrated unit	Rajasthan	2.28	1.48
2.	North India	Chittorgarh Cement Plant	Integrated unit	Rajasthan	2.10	1.94
3.	North India	Bhiwani Cement Plant	Blending unit	Haryana	0.50	NA
Total Capacity in North India					**4.88**	**3.42**
4.	East India	Mejia Cement Plant	Grinding unit	West Bengal	1.65	NA
5.	East India	Sonadih Cement Plant#	Integrated unit	Chhattisgarh	0.65	3.30
6.	East India	Arasmeta Cement Plant	Integrated unit	Chhattisgarh	1.89	1.66
7.	East India	Jojobera Cement Plant**	Grinding unit	Jharkhand	4.95	NA
8.	East India	Bhabua Cement Plant***	Grinding unit	Bihar	0.80	NA
9.	East India	Panagarh Cement Plant	Grinding unit	West Bengal	2.50	NA
10.	East India	Jajpur Cement Plant	Grinding unit	Odisha	2.00	NA
11.	East India	Risda Cement Plant	Integrated unit	Chhattisgarh	3.00	3.20
Total Capacity in East India					**17.44**	**8.16**
Total Current Production Capacity					**22.32**	**11.58**

**As certified by Mr. S.K. Bhatia, independent chartered engineer, by certificate dated July 17, 2021.*

***Additional 1.5 MMTPA expansion underway at Jojobera Cement Plant.*

 # Integrated units are located at Nimbol Chittorgarh, Sonadih, Arasmeta and Risda.

**** Additional 1.2 MMTPA expansion underway at Bhabua Cement Plant.*

Integrated units

Nimbol Cement Plant, Rajasthan

The integrated unit at Nimbol in Rajasthan commenced operations in 2014, with an initial cement production capacity of 2.28 MMTPA. As of March 31, 2021, our Nimbol Cement Plant had an aggregate cement and clinker production capacity of 2.28 MMTPA and 1.48 MMTPA, respectively. We primarily source limestone for this facility from the Sinla mines and Digrana mines, which are close to our Nimbol Cement Plant. The gypsum requirement is met via procurement from imports and local vendors. Fly ash is sourced from power plants, while fuel requirements are met by sourcing coal and petcoke from domestic and international markets. The power requirements are primarily met from our own captive power plant of 25 MW, the local state power grid and a 4.7 MW WHR system-based power generation unit located at the plant.

The following table sets out our raw material sources, distances from our plant and method of transportation:

Raw material	Location/source	Ownership (captive/third-party supplier)	Approximate distance from plant	Transportation (road/rail)
Limestone	Sinla	Captive	~4 km	Road
	Digrana	Captive	~10 km	Road
Gypsum	Imported Gypsum from Kandla Port	Third party	~650 km	Road
	Bikaner	Third party	~250 km	Road
	Dahej	Third party	~750 km	Road
	Bhavnagar	Third party	~620 km	Road
Fly Ash	Coal-based power plant	Third party	~480 km	Road
	Coal-based thermal power plant	Third party	~300 km	Road
	Super thermal power station	Third party	~426 km	Road
Power	Grid - RSEB	State Electricity Distribution	Substation located 22 km from plant	-
	Captive Power Plant	Captive	At plant location	-
	Waste Heat Recovery	Captive	At plant location	-

Chittorgarh Cement Plant, Rajasthan

The integrated unit at Bhawaliya, Chittorgarh in Rajasthan was commissioned in 2013, with an initial cement production capacity of 2.1 MMTPA. As of March 31, 2021, our Chittorgarh Cement Plant had an aggregate cement and clinker production capacity of 2.1 MMTPA and 1.94 MMTPA, respectively. We primarily source limestone for this facility from the Arniya Joshi mines and Sita Ram Ji Ka Khera mines, which are near our Chittorgarh Cement Plant. In addition, certain amounts of high-grade limestone are also sourced from the market. The requirement for gypsum is met via the Jahnavi Minerals and Novel Spent Acid Management, whilst fly ash is sourced from the local coal fired power plants. Fuel requirements are met by sourcing South African coal and petcoke from domestic and international markets. The power requirements are primarily met from the local state power grid, our own captive power plant of 25 MW and a 7 MW WHR system which was installed at the Chittorgarh Cement Plant in 2019. We have three railway lines, with a total track length of 10.1 kms, and a 0.78 km loading platform at this plant for transport, loading and unloading of raw materials and finished products.

The following table sets out our raw material sources, distances from our plant and method of transportation:

Raw material	Location/source	Ownership (captive/third-party supplier)	Approximate distance from plant	Transportation (road/rail)
Limestone	Arniya Joshi Mines	Captive	6 km	Road

Raw material	Location/source	Ownership (captive/third-party supplier)	Approximate distance from plant	Transportation (road/rail)
	Sita Ram ji ka Khera	Captive	0.5-1 km	Road
Gypsum	Imported from Kandla Port	Third party	~650-700 km	Road
	Vadodara	Third party	~450 km	Road
	Vatva, Ahmedabad	Third party	~380 km	Road
	Bhavnagar	Third party	~550 km	Road
Fly Ash	Kovai	Third party	~120 km	Road
	Kalisindh	Third party	~260 km	Road
	Kota	Third party	~350 km	Road
	Jharli	Third party	~600 km	Road
Power	Grid - RSEB	State Electricity Distribution	Substation located 13 km from plant	-
	Captive Power Plant	Captive	At plant location	-
	Waste Heat Recovery	Captive	At plant location	-

Sonadih Cement Plant, Chhattisgarh

The integrated unit at Raseda, Sonadih village in Chhattisgarh was acquired from a steel manufacturer in 1999, with an initial cement production capacity of 0.30 MMTPA. As of March 31, 2021, our Sonadih Cement Plant had an aggregate cement and clinker production capacity of 0.65 MMTPA and 3.30 MMTPA, respectively. We source limestone for this facility from the Sonadih mines. Gypsum for this facility is procured from Coromandel International Limited. Fly ash for this facility is procured from nearby power plants (coal-fired). The fuel requirements are met by procuring coal from a domestic coal producer and pet coke from domestic and international markets. The power requirements are primarily met from the local state power grid and our 25MW captive power plant, which was commissioned at the Sonadih Cement Plant in 2020, and a 11 MW WHR system which was commissioned during February 2020. We have four railway lines with a total track length of 26.1 kms at this plant.

The following table sets out our raw material sources, distances from our plant and method of transportation:

Raw material	Location/source	Ownership (captive/third- party supplier)	Approximate distance from plant	Transportation (road/rail)
Limestone	Sonadih	Captive	~2-2.5 km	Road
Gypsum	Paradeep	Third party	~650 km Railway siding is within plant	Rail
	Vishakhapatnam	Third party	~620 km Railway siding is within plant	Rail
Fly Ash	Janjgir, Champa, Chhattisgarh	Third party	~70 km	Road
	Raigarh, Chhattisgarh	Third party	~150 km	Road
	Korba, Chhattisgarh	Third party	~150 km	Road
Power	Grid - CSEB	State Electricity Distribution	Substation located 22 km from plant	-
	Captive Power Plant	Captive	At plant location	-
	Waste Heat Recovery	Captive	At plant location	-

Arasmeta Cement Plant, Chhattisgarh

The integrated unit at Arasmeta in Chhattisgarh had an initial cement production capacity of 0.4 MMTPA. As of March 31, 2021, our Arasmeta facility had an aggregate cement and clinker production capacity of 1.89 MMTPA

and 1.66 MMTPA, respectively. We source limestone for the Arasmeta Cement Plant from the Arasmeta mines, Kirari mines and Chilhati mines. Gypsum for the Arasmeta Cement Plant is procured from domestic suppliers, whilst fly ash is procured from nearby power plants (coal-fired) and steel manufacturing facilities. The fuel

requirements are met by procuring coal and pet coke from domestic and international markets. The power requirements are primarily met from the local state power grid and a 7 MW WHR system, which was commissioned in 2019. We have 21 railway lines with a total length of 29 kms at the Arasmeta Cement Plant. We have 18.5 kms of railway tracks inside the plant and 10.5 kms outside the plant. We use two of the railway lines for raw material unloading, and 10 of the railway lines for our packing plant at the Arasmeta Cement Plant.

The following table sets out our raw material sources, distances from our plant and method of transportation:

Raw material	Location/source	Ownership (captive/third-party supplier)	Approximate distance from plant	Transportation (road/rail)
Limestone	Arasmeta, Kirari, Chilhati village mines	Captive	~3 km, 24 km, 45 km	Road
Gypsum	Paradeep	Third party	~580 km Railway siding is within plant	Rail
	Vishakhapatnam	Third party	~670 km Railway siding is within plant	Rail
Fly Ash	Korba, Chhattisgarh	Third party	~80 km	Road
	Korba, Chhattisgarh	Third party	~100 km	Road
	Sipat, Chhattisgarh	Third party	~45 km	Road
	Marwa, Chhattisgarh	Third party	~60 km	Road
Power	Grid - CSEB	State Electricity Distribution	Substation located 15 km from plant	-
	Waste Heat Recovery	Own	At plant location	-

Risda Cement Plant, Chhattisgarh

The integrated unit at Risda in Chhattisgarh was commissioned in 2016, with an initial cement production capacity of 2.5 MMTPA. As of March 31, 2021, the Risda Cement Plant had an aggregate cement and clinker production capacity of 3.0 MMTPA and 3.2 MMTPA, respectively. We source limestone for the Risda Cement Plant from a mine of 222.13 MT limestone reserve located in the Risda mines. The Risda mines is located adjacent to the Risda Cement Plant, where we operate a fully mechanised, open-cast mine, and are able to extract sufficient quantities of limestone for our current clinker production requirements. At this facility, we have a 30 MW captive coal-based power plant and a 15 MW waste heat recovery system. We source almost all of our electrical energy requirement for the Risda Cement Plant from the captive power plant and waste heat recovery system. We are also connected to the state electricity grid.

The following table sets out our raw material sources, distances from our plant, and method of transportation:

Raw material	Location/source	Ownership (captive/ third party supplier)	Approximate distance from plant	Transportation (road/rail)
Limestone	Kukurdih, Risda	Captive	~2 km	Road
Gypsum	Vishakhapatnam	Third Party	~562 km	Rail
Fly Ash	Dabhara	Third Party	~150 km	Road
	Akaltara	Third Party	~110 km	Road
	Korba	Third Party	~140 km	Road
Slag	Bhilai	Third Party	~120 km	Road
Power	Grid - CSEB	State Electricity Distribution	Substation located ~4 km from plant	-
	Waste Heat Recovery	Own	At plant location	-
	Captive Power Plant	Own	At plant location	

Grinding Units

Panagarh Cement Plant, West Bengal

The grinding unit at Panagarh in West Bengal was commissioned in 2017, with an initial cement production capacity of 2 MMTPA. As of March 31, 2021, the Panagarh Cement Plant had an aggregate cement production capacity of 2.5 MMTPA. The Panagarh Cement Plant is supplied with clinker from the manufacturing facilities at Risda. The Panagarh Cement Plant is located approximately 150 kms from Kolkata, which is the capital of West Bengal. We commissioned a railway siding at the Panagarh Cement Plant in September 2018. We meet our energy requirement for this plant through connection to the state electricity grid. We have 5 railway lines at the Panagarh Cement Plant.

The following table sets out our raw material sources, distances from our plant, and method of transportation:

Raw material	Location/source	Ownership (captive/third-party supplier)	Approximate distance from plant	Transportation (road/rail)
Clinker	Risda, Sonadih and Arasmeta	Captive	~800 km - Railway siding within plant	Road and Rail
Fly Ash	Mejia	Third Party	~65 km	Road
	Andal	Third Party	~45 km	Road
	Durgapur	Third Party	~30 km	Road
	Nirsa	Third Party	~115 km	Road
Gypsum	Paradeep	Third Party	~592 km - Railway siding within plant	Rail
	Imported through Paradeep Port	Third Party	592 km	Rail
	Imported through Dhamra port	Third Party	~498 km - Railway siding within plant	Rail
	Imported through Haldia port	Third Party	~276 km - Railway siding within plant	Rail
Slag	Burnpur	Third Party	~70 km - Railway siding within plant	Rail
	Bokaro	Third Party	~160 km - Railway siding within plant	Rail
	Kharagpur	Third Party	~180 km	Road
	Durgapur	Third Party	~32 km	Road
Power	Mankar	State Electricity Distribution	Substation 5 km from plant	-

Bhabua Cement Plant, Bihar

The grinding unit at Bhabua in Bihar was acquired in 2018 from Eco Cements, with an initial cement production capacity of 0.6 MMTPA. As of March 31, 2021, the Bhabua Cement Plant had an aggregate cement production capacity of 0.8 MMTPA. We are undertaking a capacity expansion exercise at the Bhabua Cement Plant to increase its capacity to 2 MMTPA. The Bhabua Cement Plant is supplied with clinker from the manufacturing facilities at Risda. We meet our energy requirement for the Bhabua Cement Plant through the state electricity grid.

The following table sets out our raw material sources, distances from our plant, and method of transportation:

Raw material	Location/source	Ownership (captive/third-party supplier)	Approximate distance from plant	Transportation (road/rail)
Clinker	Risda	Captive	~ 600 km	Road and Rail
Fly Ash	Renusagar	Third Party	~220 km	Road

Raw material	Location/source	Ownership (captive/third-party supplier)	Approximate distance from plant	Transportation (road/rail)
	Renukut	Third Party	~185 km	Road
	Nabinagar	Third Party	~115 km	Road
Gypsum	Paradeep Katni Dhamra Port	Third Party Third Party Third Party	~1000 km ~470 km ~900km	Road and Rail Road Road and Rail
Power	Karamnasha	State Electricity Distribution	Substation 4.5 km from plant	-

Jajpur Cement Plant, Odisha

The grinding unit at Jajpur in Odisha was commissioned in 2018 while commercial production commenced in March 2020, with an initial cement production capacity of 2 MMTPA. As of March 31, 2021, the Jajpur Cement Plant had an aggregate cement production capacity of 2 MMTPA. The Jajpur Cement Plant is supplied with clinker from the manufacturing facilities at Risda. We meet our energy requirement for the Jajpur Cement Plant through the state electricity grid.

The following table sets out our raw material sources, distances from our plant, and method of transportation:

Raw material	Location/source	Ownership (captive/third-party supplier)	Approximate distance from plant	Transportation (road/rail)
Clinker	Risda	Captive	~600 km -	Road/Rail
Fly Ash	Jajpur	Third Party	~16 km	Road
Gypsum	Paradeep	Third Party	~120 km	Rail /Road
	Vishakhapatnam	Third Party	~575 km	Rail/Road
Slag	Kalinganagar	Third Party	~12 km	Road
	Angul	Third Party	~180 km	Rail/Road
Power	Duburi	State Electricity Distribution	Substation 6 km from plant	-

Mejia Cement Plant, West Bengal

The grinding unit at Nandanpur, Mejia in West Bengal was commissioned in 2009, with an initial cement production capacity of 1.0 MMTPA. As of March 31, 2021, the Mejia Cement Plant had an aggregate cement production capacity of 1.65 MMTPA. The Mejia Cement Plant is supplied with clinker from our manufacturing facilities at Sonadih and Arasmeta. Gypsum for the Mejia Cement Plant is procured from local vendor, Paradeep Phosphates Limited. Fly ash is sourced from a coal-fired power plant, which is located adjacent to the Mejia Cement Plant. The power requirements are met through sourcing from a power plant belonging to a governmental organisation and local state power grid.

The following table sets out our raw material sources, distances from our plant, and method of transportation:

Raw material	Location/source	Ownership (captive/third-party supplier)	Approximate distance from plant	Transportation (road/rail)
Clinker	Sonadih and Arasmeta	Captive	~690 km - Sonadih ~620 km - Arasmeta Railway siding within plant	Rail
Fly Ash	Mejia	Third party	1-2 km	Pipeline
Gypsum	Paradeep	Third party	~590 km Railway siding within plant	Rail
	Imported through Paradeep Port	Third party	~590 km Railway siding within plant	Rail

Raw material	Location/source	Ownership (captive/third-party supplier)	Approximate distance from plant	Transportation (road/rail)
Power	Damodar	Third party	Substation 1-2 km from plant	-
	Grid	State Electricity Distribution	-	-

Jojobera Cement Plant, Jharkhand

The grinding unit at Jojobera in Jamshedpur, Jharkhand was acquired in 1999, with an initial cement production capacity of 1.43 MMTPA. As of March 31, 2021, the Jojobera Cement Plant had an aggregate cement production capacity of 4.95 MMTPA, and we are undertaking a capacity expansion to increase its capacity to 6.45 MTPA. Our Jojobera Cement Plant is supplied with clinker from our manufacturing facilities at Sonadih and Arasmeta. Gypsum for the Jojobera Cement Plant is procured from local vendors, Paradeep Phosphates Limited and Kay Kay Trading Company. Fly ash is exclusively sourced from the local power plant (coal-fired) and an electric

utility company, whilst slag is sourced from a steel manufacturer, both of which are located adjacent to the Jojobera Cement Plant and the open market. The power requirements are met through the power plant belonging to the electric utility company, which is located adjacent to the plant.

The following table sets out our raw material sources, distances from our plant and method of transportation:

Raw material	Location/source	Ownership (captive/third-party supplier)	Approximate distance from plant	Transportation (road/rail)
Clinker	Sonadih and Arasmeta	Captive	~530 km - Sonadih ~450 km - Arasmeta Railway siding within plant	Rail
Slag	Jamshedpur	Third party	~10 km to 24 km	Rail and Road
	Raigarh	Third party	~350 km Railway siding within plant	Rail
Fly Ash	Jamshedpur	Third party	1-2 km	Pipeline
Gypsum	Paradeep	Third party	~460 km Railway Siding Within plant	Rail
	Imported through Paradeep Port	Third party	~460 km Railway siding within plant	Rail
	Imported through Haldia port	Third party	~250 km Railway siding within plant	Rail
	Imported through Dhamra port	Third party	~370 km Railway siding within plant	Rail
Power	Electric utility company	Third party	1-2 km	-

Blending Unit

Bhiwani Cement Plant, Haryana

The blending unit at Bhiwani in Haryana was commissioned in 2013. As of March 31, 2021, our Bhiwani Cement Plant had an aggregate cement production capacity of 0.50 MMTPA. PPC cement is blended at the Bhiwani Cement Plant. Our Bhiwani Cement Plant is supplied with OPC internally from the Chittorgarh Cement Plant and from the Nimbol Cement Plant. Fly ash is sourced from various coal-fired power plants. The power requirements are met through solar power panels at the plant commissioned in 2020, and through state electricity board, as well as through local state power grids, and purchases of power that are made through energy exchanges.

Capacity and Capacity Utilisation

The following table sets forth certain information relating to the capacity utilisation of all our integrated units, blending units and grinding units, calculated on the basis of total production capacity and actual production as of and for the periods indicated below, by type of product based on the Restated Financial Statements for the periods indicated:

Type of Product	As of and for the Fiscal ended March 31,								
	2021			2020			2019		
	Production Capacity (MMTPA)#*	Actual Production (million MT)	Capacity Utilisation (%)@	Production Capacity) (MMTPA)#	Actual Production (million MT)	Capacity Utilisation (%)	Production Capacity) (MMTPA)#	Actual Production (million MT)	Capacity Utilisation (%)
Cement	19.95	15.48	77.57	14.02	12.62	90.05 %	13.62	12.67	92.99 %
Clinker	10.67	8.89	83.30	8.08	7.30	90.27 %	8.08	7.24	89.56 %

Notes:
 # As certified by Mr, S.K. Bhatia, independent chartered engineer, by certificate dated July 17, 2021.

** Pro-rated for NU Vista Cement Plants from date of acquisition up to March 31, 2021. Total installed capacity as on March 31, 2021 was 22.32 MMTPA.*

@ Calculated using pro-rated production for NU Vista from the date of acquisition up to March 31, 2021.

The following table sets out our capacity utilisation by type of product based on our Proforma Financial Statements for the periods indicated:

Product	As of and for the financial year ended March 31, 2021		
	Production Capacity (MMTPA)	Actual Production (million MT)	Capacity Utilisation (%)
Cement	22.32	16.80	75.30
Clinker	11.58	9.70	83.72

See "***Risk Factors - Under-utilisation of our manufacturing capacities and an inability to effectively utilise our expanded manufacturing capacities could have an adverse effect on our business, future prospects and future financial performance.***" on page 33.

Raw Materials, Power and Fuel Production

Our cement production is dependent on availability of certain key raw materials and uninterrupted power supply for the operation of our plants.

Raw Materials, Power and Fuel

The primary raw materials used in our cement production are limestone, gypsum, fly ash and slag. In Fiscals 2019, 2020 and 2021, and, the cost of raw materials consumed (including power fuel) represented 39.30%, 36.79% and

31.90% respectively, of our Company's revenue from operations. Raw materials are transported to the facilities primarily via road and rail transport.

Limestone

Limestone is the principal raw material used in the production of clinker, which, in turn, is the base for all cement products. In Fiscals 2019, 2020 and 2021, we utilised 10.43 million MT, 10.54 million MT and 12.93 million MT respectively, of limestone primarily for the manufacturing of clinker.

We operate 10 limestone mines, which are pit head mines, and most of the operating mines are located in close proximity to our integrated units. These limestone mines provide our manufacturing facilities with a secure and stable supply of high-quality limestone at low transportation costs. We are required to obtain a lease from the relevant state governments in order to mine the limestone deposits and, accordingly, have obtained long-term leases to excavate limestone from these mines. As of March 31, 2021, our limestone mines had aggregate residual reserves of 1,695.79 million MT of limestone. The residual reserves of our mining lease agreements are expected to be sufficient to meet the production requirements of our existing facilities.

We have executed mining lease agreements for limestone reserves at Arasmeta (ML-3) mines and Sonadih (ML-1) mines in Chhattisgarh, Nagaur mines in Rajasthan and Guntur mines in Andhra Pradesh and the operations in these mines will commence once necessary statutory clearances and the process of acquiring the requisite lands are completed. Further, an application is pending for the revival of the mining lease at Dhandhani mines in Chhattisgarh which has been declared lapsed by the state government by way of an order dated February 23, 2021.

Further, in Fiscal 2020, the existing mines in Sonadih were awarded a provisional five-star rating, formulated on parameters issued by the Indian Bureau of Mines, Ministry of Mines Government of India, for their performance in the implementation of a sustainable development framework under the Mineral Conservation and Development Rules, 2017.

The following table sets out the names of our existing mines, reserves and the validity of our mining leases as of March 31, 2021:

Name	Location	Operational mine or reserve	Reserves based on IBM proved mineral as on March 31, 2021 (in million tonnes)	Date of certification of mining plan	Date of expiry of mining lease
Operational Mines					
Arasmeta	Limestone Mines (ML 1 and 2), Janjgir Champa, Chhattisgarh	Operational	24.50	February 12, 2021	March 31, 2030
Chilhati	Bilaspur, Chhattisgarh	Operational	149.91	December 11, 2019	December 14, 2065
Kirari	Janjgir Champa, Chhattisgarh	Operational	25.24	February 12, 2021	August 25, 2050
Sonadih	Baloda Bazar, Chhattisgarh	Operational	21.92	December 10, 2020	January 14, 2036
Sinla	Pali, Rajasthan	Operational	14.64	April 5, 2021	February 13, 2034
Digrana	Pali, Rajasthan	Operational	13.96	April 5, 2021	April 19, 2031
Sita Ram Ji Ka Khera	Chittorgarh, Rajasthan	Operational	65.44	March 26, 2018	July 7, 2043
Arniya Joshi Limestone Mines	Chittorgarh, Rajasthan	Operational	63.92	January 24, 2020	May 13, 2060
Chittapur	Gulberga, Karnataka	Operational	221.15	April 20, 2018	November 17, 2058
Risda	Kukurdih, Chhattisgarh	Operational	220.83	January 18, 2020	September 7, 2059
Total Reserves - Operational Mines*			**821.51**		
Non - Operational Mines					

Name	Location	Operational mine or reserve	Reserves based on IBM proved mineral as on March 31, 2021 (in million tonnes)	Date of certification of mining plan	Date of expiry of mining lease
Arasmeta	Limestone Mines (ML-3), Janjgir-Champa, Chhattisgarh	Non - operational	14.15	October 28, 2020	June 17, 2047
Sonadih	Limestone Mines (ML-1), Baloda Bazar, Chhattisgarh	Non - operational	156.79	October 3, 2016	January 10, 2071
Dhandhani	Chhattisgarh	Non - operational	15.80	January 6, 2021	January 6, 2067
Nagaur	Limestone Block 3b1(a), Rajasthan	Non - operational	126.95	July 24, 2019#	January 27, 2069
Nagaur	Limestone Block 3b1(b), Rajasthan	Non - operational	168.84	July 24, 2019#	January 27, 2069
Tengada	Dachepalli, Guntur, Andhra Pradesh	Non - operational	391.75	October 21, 2014	July 31, 2068
Total Reserves - Non-Operational Mines**			**874.28**		
Total Reserves - Operational & Non-Operational Mines			**1,695.79**		

As certified by Mr. S.K. Bhatia, independent chartered engineer, by certificate dated July 17, 2021.

* *based on IBM approved mineable reserves i.e. proven & probable reserves subject to the consumption after mining plan approval date.*

** *based on the IBM approved total reserves i.e. Proven & probable reserves and remaining mineral resources.*

\# *Mining Plan along with PMCP was approved by Indian Bureau of Mines, Ajmer on August 29, 2017. Further, modification in the approved Mining Plan along with PMCP was approved on July 24, 2019.*

In addition, we have also received the letter of intent for certain mines (one mine in Alsindi Himachal Pradesh (Alsindi mines), two mines in Sinla, Rajasthan (Sinla -1 mines and Sinla - 2 mines), one mine in Jaisalmer, Rajasthan (Jaisalmer mines) and one mine in Sonadih, Chhattisgarh (Sonadih (ML 1) mine and one mine in Nimbahera, Rajasthan (Nimbahera mines)). However, these letters of intent may lapse under the provisions of the Mines and Minerals (Development and Regulation) Amendment Act, 2021 ("**Amendment Act**"). The recently enacted Amendment Act declares that cases either falling under section 10A(2)(b) of the MMDR Act which relates to prospecting licenses, or section 10A(2)(c) of the MMDR Act which relates to letters of intent, where right to obtain licence or lease has lapsed under the aforesaid provisions, such areas shall be put up for auction as per the provisions of the MMDR Act. In light of the Amendment Act, the Indian Bureau of Mines has construed those mining plans approved based on letters of intent, where lease deeds have not been executed before the commencement of the Amendment Act i.e. March 28, 2021, as infructuous, and therefore has revoked the approval of mining plan for Sonadih Limestone Mines (ML-2) and Sonadih Limestone Mines (ML-3) located in Chhattisgarh and our Company has filed revision petitions before the Controller General of Mines, Indian Bureau of Mines (Delhi and Nagpur) in this respect. For details, see "***Outstanding Litigation and Material Developments – Litigation involving our Company – Litigation filed against Company – Actions by regulatory and statutory authorities***" on page 390. For further information, see "***Risk factors- The recently enacted Mines and Minerals (Development and Regulation) Amendment Act, 2021("Amendment Act") may result in lapsing of letters of intent for the grant of mining leases under Section 10A of the MMDR Act. In addition, the Amendment Act may also impact the continuity of certain non-operating mining leases.***" on page 30.

Gypsum

We utilise a significant amount of gypsum in the manufacturing of cement. Gypsum is added as a retarding agent to control the setting time for cement and is ground with clinker to produce cement. In Fiscals 2019, 2020 and 2021, our Company utilised 0.49 million MT, 0.50 million MT and 0.75 million MT, respectively, of gypsum. For our other facilities, gypsum is procured from international and domestic suppliers.

Fly ash

We use fly ash, a pozzolanic material, for the production of PPC. Fly ash is a by-product of the coal burning process at thermal power plants. In Fiscals 2019, 2020 and 2021, our Company utilised 2.45 million MT, 2.36 million MT and 3.04 million MT, respectively, of fly ash. We procure fly ash by entering into bilateral contracts

with nearby thermal power plants. Further, the availability of fly ash at reasonable cost helps cement manufacturers in achieving higher margins.

Slag

A by-product of the steel manufacturing process, slag is required for production of PSC. In Fiscals 2019, 2020 and 2021, our Company utilised 2.30 million MT, 2.35 million MT and 2.72 million MT, respectively, of slag. We source our slag requirements from nearby steel manufacturing plants.

Others

Additives, such as red ochre and laterite, are also required in small quantities for manufacture of clinker, OPC, PPC and PSC, which are sourced primarily from domestic suppliers generally located near our facilities.

Power Supply

Coal and electricity are our key sources of energy for cement production. Coal is used in the calcination and sintering process to provide the necessary heat for the clinker production process, as well as in our power plants (coal-fired), while electricity is used across all the processes. Power and fuel account for a significant amount of our total expenses. In Fiscals 2021, 2020 and 2019, power and fuel expenses, on a stand-alone basis, accounted for 57%, 49% and 50% respectively, of the cost of material consumed, including power and fuel cost.

Coal and Pet coke

Coal and pet coke are primarily used as fuel in the kiln to make clinker from ground limestone. We currently procure coal and pet coke from domestic and international markets. We have also secured coal linkage from a Government-owned coal mining company in order to partly meet the fuel requirements of our integrated unit located at Chhattisgarh. We typically aim to procure coal and pet coke with a high calorific content, since it results in relatively lower transportation costs. In Fiscals 2021, 2020 and 2019, our Company utilised 0.89 million MT, 0.48 million MT and 0.57 million MT respectively of coal, and 0.36 million MT, 0.41 million MT and 0.39 million MT, respectively of pet coke in the same periods, in manufacturing operations and power generation in India.

Electricity

Our operations require a steady supply of electricity. We have a total power generation capacity of 151.2 MW, as of March 31, 2021, spread across our manufacturing facilities, comprising, power plants (coal-fired), located in (i) Nimbol Cement Plant, Rajasthan, (ii) Chittorgarh Cement Plant, Rajasthan, (iii) Risda Cement Plant, Chhattisgarh, and (iv) Sonadih Cement Plant, Chhattisgarh, WHR based power generation units, located in (i) Chittorgarh, Rajasthan, (ii) Nimbol Cement Plant, Rajasthan, (iii) Arasmeta Cement Plant, Chhattisgarh, (iv) Risda Cement Plant, Chhattisgarh, and (v) Sonadih Cement Plant, Chhattisgarh, and solar power plants in Chittorgarh, Rajasthan and Bhiwani, Haryana. In Fiscals 2021, 2020 and 2019, we met 48.73%, 33.42% and 20.29% respectively, of the total power requirements through captive sources (CPP, WHR and solar plants) in India. On a proforma basis, we met 50.43% of our power requirements from these captive sources in Fiscal 2021.

Of the total power requirement met through captive sources in Fiscal 2021, 19.35% was met by WHR and 29.25% met by CPP. On a proforma basis, this was 19.07% from WHR and 31.24% from CPP. Our remaining electricity requirements are met through state electricity boards and independent power producers.

The following table provides our aggregate power capacity for Fiscal 2021 indicated:

Particulars	As of and for Fiscal 2021 (MW)
Power plants (coal-fired)	105
WHR-based power generation units	44.7
Solar power plant	1.5
Total	**151.2**

As certified by Mr. S.K. Bhatia, independent chartered engineer, by certificate dated July 17, 2021.

Power Plants (Coal-fired)

Our Company has, over the years, commissioned operations for power plants (coal-fired) located at (i) Nimbol Cement Plant, Rajasthan, (ii) Chittorgarh Cement Plant, Rajasthan, (iii) Risda Cement Plant, Chhattisgarh, and

(iv) Sonadih Cement Plant, Chhattisgarh. As of March 31, 2021, our Nimbol, Chittorgarh, Risda and Sonadih Cement Plants had captive coal-fired power capacity of 25 MW, 25MW, 30MW and 25MW, respectively.

Waste Heat Recovery Units ("WHR")

Our Company has installed WHR-based power generation units in India located at (i) Nimbol Cement Plant, Rajasthan, (ii) Chittorgarh Cement Plant, Rajasthan, (iii) Arasmeta Cement Plant, Chhattisgarh, (iv) Sonadih Cement Plant, Chhattisgarh, and (v) Risda Cement Plant, Chhattisgarh. As of March 31, 2021, our Nimbol, Chittorgarh, Arasmeta, Sonadih and Risda Cement Plants had an aggregate installed capacity of 4.7 MW, 7 MW, 7 MW, 11 MW and 15 MW, respectively. These WHR-based power generation units collect residual heat from the clinker production process to generate power that can be used in the production process.

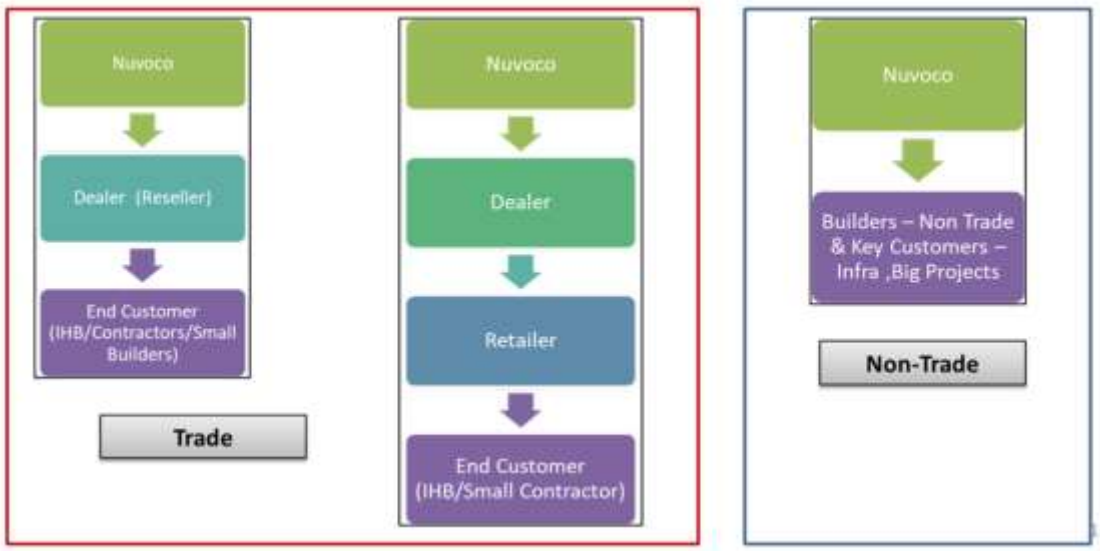
Renewable Energy Power Plants

We established a solar power plant located at Chittorgarh Cement Plant, Rajasthan in 2018 with an aggregate installed capacity of 0.5 MW, as of March 31, 2021, which is primarily utilised for meeting power requirements at our Chittorgarh Cement Plant. In addition, our Company recently commissioned a solar power plant in 2020, with an installed capacity of approximately 1.0 MW, which is primarily utilised for the power requirements of our Bhiwani Cement Plant in Haryana.

Distribution, Sales and Marketing

We have strong sales, marketing and distribution capabilities in East and North India, and strategic access to some key markets in Central India. This distribution network allows us to target the Trade Segment effectively and drive sales within this segment. As at March 31, 2021, we have 244 CFAs (162 in East India and 82 in North India) and 16,076 dealers in India (10,091 in East India and 5,985 in North India). We expect to continue to grow our sales and distribution network as our production volumes increase and we increase our market penetration.

The flow chart below represents our distribution, sales and marketing process:



Our cement products are sold to the Trade Segment and the Non-trade Segment. In Fiscal 2021, based on our proforma financials, our sales from the Trade Segment of the market constituted 73% (East India - 76%, North India - 56%, Central India - 79%) of total cement sales volume, whilst sales from the Non-trade Segment constituted 27% (East India - 24%, North India - 44% and Central India - 21%) of total cement sales volume. We conduct our sales primarily through our regional and local sales offices, located across various states in India. We also have a team of sales officers operating within each district where we sell our products, who are in regular contact with our dealers and help us to monitor these sales relationships and inventory requirements. Our orders

for sales to dealers are typically one- time purchase orders, and such dealers place orders for products based on prices, availability and the quality of products offered.

Our sales and marketing team is regularly in contact with our customers and distributors to understand the evolving needs of customers as well as market trends. We also engage in a variety of marketing and promotional activities tailored to different customer groups to promote brand recognition of our products, including by participating in industry exhibitions and conferences, and direct marketing to existing and potential customers.

Logistics

Depending on our contractual arrangements, our suppliers either deliver our raw materials and coal directly to us, or we are required to collect the raw materials and coal from our suppliers at our own costs. We outsource the delivery of our cement to third-party logistics companies. Our logistics chain consists of warehouses and sales depots located across India, which are managed by CFAs and handling agents appointed by us. Our finished products are dispatched to warehouses and sales depots and, thereafter, the depot team dispatches material as per the order required from the sales team. For certain large infrastructure construction projects and government infrastructure projects, we arrange and pay for the shipment of our products from our facilities to construction sites for our customers. We have also implemented a logistics management system, which tracks the movement of trucks from the point of entry to the point of exit.

Production Management and Inventory Control

We have implemented "Integrated Business Planning" (IBP) in which the production levels and inventory levels of our finished products are planned on a monthly basis according to projected sales volumes. We make periodic adjustments to the production schedule and volumes based on actual orders received. We closely supervise our daily production and aim to maintain suitable inventory levels of raw materials and finished goods at each of our integrated units and grinding units. Further, for raw materials, coal and pet coke, we maintain different inventory levels depending on the lead times required to obtain additional supplies.

Pricing

We determine the prices for our products, based on various parameters, including market demand, our production capacity, transportation costs, raw materials costs, inventory levels, competitors' prices and credit terms. Prices for different regions are also affected by local regulations and tax policies. We review our prices regularly, based on prevailing wholesale prices in the market. We usually sell our products through advance payments or credit sales.

Customers

Our customer base is split between the Trade Segment and the Non-Trade Segment. The Trade Segment mainly includes individual home buyers, while the Non-Trade Segment consists of mainly institutional and bulk buyers. We have strong relationships with our customers across our markets, with an aim to achieve our customers', and our own, growth objectives. We work alongside our customers from the planning of a project, its execution as well as providing after sales service. We focus on individual home builders as a customer segment to drive sales and growth. We also focus on institutional and corporate sales as they undertake bulk and large volume purchases.

We have developed channel loyalty programmes for our sub-dealers, dealers and contractors such as "Milan", "Maitree" and "Vriddhi". We have also launched a customer relationship management tool known as "PULSE", to help us access and analyse real-time information on channel sales, project sales, competitors, pricing and influencer management. As part of customer support initiatives, we also offer multi-specialty technical services to our customers.

Quality Control, Testing and Certifications

Quality control and management are critical for us to maintain our market leadership. We have adopted a standard operating procedure to ensure product quality and customer satisfaction, which is focused on providing products conforming to applicable standards, meeting customers' requirements, and improving performance and effectiveness of our quality management system. Our products undergo a qualification process throughout the entire value- chain, to ensure that quality products are being provided to customers. We follow stringent quality standards and, as of March 31, 2021, our Company has received several quality certifications for our management systems, including ISO 9001:2015 and ISO 14001:2015. Our quality control programs at all of our facilities

involve subjecting the manufacturing processes and quality management systems to periodic reviews and observations for various periods. We have also set up testing labs at our Cement Plants, which test the quality of raw materials, and have, further, the CDIC is used for providing training and market support. We appoint members at every location of our manufacturing operations, and they are responsible for conducting quality checks and identifying areas for improvement.

We have set up a robotic laboratory at our Risda Cement Plant for monitoring the quality of manufactured cement. This laboratory assists us with the automated collection of samples from our manufacturing line and, based on the results of such samples, enables us to make changes in process parameters to ensure consistent quality. We also monitor the quality of limestone with a cross-belt analyser, which helps us maintain the quality of limestone sent to our Risda Cement Plant.

Repair and Maintenance

We conduct regular repair and maintenance programs for our manufacturing facilities, including relining our kilns. Our machinery and electrical repair teams carry out day-to-day maintenance and repair of the facilities and machinery on an as-needed basis. In addition, our facilities are periodically inspected by our engineers and technicians, along with external operation and maintenance personnel for our kiln, mills, crusher, turbine and other critical equipment.

Health, Safety, Sustainability and Environment

Health and Safety

We have built a robust safety management system and are "OHSAS 18001: 2007 for Occupational Health and Safety" and "ISO 14001:2015 for Environment Management Systems" certified. We have a comprehensive safety management system at our plants and also conduct training for all our employees on safety issues. We also follow a contractor safety management program to evaluate our contractors. Further, we also conduct hazard and operability studies at all our integrated facilities and carry our structural stability assessment at our facilities every five years.

In order to provide our employees with access to quality and essential healthcare services, we have established "wellness management centres".

Sustainability and Environment

Sustainability is an integral part of our overall strategic corporate priorities, with the primary focus on the reduction of water consumption, reduction of carbon dioxide consumption, reducing energy consumption and reducing waste. We monitor our operations on all these parameters and have installed waste heat recovery systems to conserve energy and also to reduce carbon dioxide emissions. Further, we also endeavor to reduce carbon dioxide emissions from our operations by adding plantations at our plant locations, increasing the harvesting of rain water at our plants, and increasing use of solar power.

Further, our facilities possess adequate effluent treatment processes and minimize any contamination of the surrounding environment or pollution.

Environmental requirements imposed by the Government of India and state governments will continue to have an effect on our operations. We have obtained, or are in the process of obtaining or renewing, all material environmental consents and licenses from the relevant governmental agencies that are necessary for us to carry on our business. See "***Risk Factors - Non-compliance with and changes in any laws relating to environment, health and sustainability, including health, safety, labour, environmental or forest conservation laws and other similar regulations, may adversely affect our business, results of operations and financial condition or otherwise lead to criminal prosecutions.***" on page 44.

While we endeavor to reduce wastage of natural resources and minimize contamination of environment or pollution, we have, in the past, received notices from pollution control boards and other regulatory authorities with respect to certain non-compliances of pollution control norms and conditions and are also subject to penalties from such authorities. We have been responding to such notices with our observations and clarifications from time to time. For details, see "***Outstanding Litigation and Material Developments - Litigation involving our Company – Litigation filed against our Company – Actions by regulatory and statutory authorities***" on page 387.

Research and Development

We place a strong focus on innovation, with an emphasis on developing a comprehensive product range to meet the requirements of our customers, address the gaps in the market and improve our profitability. We have set up the CDIC located in Mumbai. Through CDIC, we aim to develop new products to address market needs. CDIC has also received certificate of accreditation from the NABL.

Some of our innovative products include ready-to-use wet micro concrete for structural strengthening and retrofitting, high-strength, high-density and lightweight concrete (as compared with regular concrete), wet mix cement mortar in bags, quick-setting OPC, fast-bonding adhesive for tile fixing, and high-quality wall putty for interior and exterior walls.

We have applied for four patents for our products, of which one has already been granted.

We have been successful in diversifying our products, mainly due to our innovation and technological capabilities. We actively benchmark our competitors' products to ensure that our products match market and technology trends.

Employees

Our workforce is crucial to our ability to maintain quality, productivity and safety. Taking care of our workforce strengthens our competitive position. Our human resource policies focus on attracting, developing and retaining talent. We emphasize the provision of developmental and skill-enhancement opportunities on a continuous basis to enhance the level of operational excellence and productivity, and to ensure compliance with standards on quality and safety. We train all our employees in our manufacturing operations, including machine utilisation, operations flow, quality management and work safety. Certain of our employees are unionized into labour unions. We have not experienced any major work stoppages due to labour disputes or cessation of work in the past three years.

As of March 31, 2021, we had 3,846 full-time employees. In addition, we contract with third-party manpower and services firms for performance of some of our ancillary operations, including the maintenance of plant and machinery at our manufacturing facilities, assistance in civil, mechanical and electrical related works, and housekeeping activities. The number of contract labourers varies from time to time based on the nature and extent of work contracted to independent contractors.

Competition

The Indian cement industry is witnessing increasing consolidation, with an emphasis on marketing and brand. Competition occurs on range, quality, delivery, management and price.

As a result, to remain competitive in our markets, we must invest in building networks and our branding on the one hand, and, on the other hand, remain focused on improving operating efficiency and reducing in-production and distribution costs. National and regional players characterise the cement industry in India. We face competition from national players, including UltraTech Cement Limited, ACC Limited, Ambuja Cements Limited, Dalmia Bharat Limited and Shree Cement (*Source: CRISIL Report*).

See, "***Risk Factors - We operate in a highly competitive business environment and any failure to effectively compete could have a material adverse effect on us.***" on page 40.

Information Technology

Our IT systems are vital to our business. An appropriate information technology infrastructure is important in order to support the growth of our business. Our facilities are connected to our central IT network that facilitates monitoring of our operations and management of our supply chain. Our IT infrastructure enables us to track procurement of raw materials, sale of finished goods, payments to vendors and contract suppliers, and receivables from customers and distribution networks.

See, "***Risk Factors - Any failure of our information technology systems could adversely affect our business and operations.***" on page 53.

Insurance

Our operations are subject to various risks inherent in the cement and concrete manufacturing industry. Accordingly, we have obtained an industrial all-risks policy, fire and perils policy and burglary policy for our operations. We have also obtained insurance coverage for group personal accident, term insurance and health insurance for our employees. In addition, we have also obtained directors' and officers' liability insurance. Also, see "***Risk Factors - An inability to maintain adequate insurance cover in connection with our business may adversely affect our operations and profitability.***" on page 59.

Corporate Social Responsibility

We are driven by care for the communities in which we operate. Staying true to our commitment to make meaningful contributions, we endeavor to empower people and create livelihood opportunities which lay the foundations for a sustainable society. Our Company has formulated a CSR policy in accordance with the requirements of the Companies Act, 2013, and has also constituted the CSR Committee at board level. The Company has long been committed to sustainable development, and we have been pursuing a strategy that combines industrial know-how with performance, value creation, respect for employees and local cultures, and environmental protection, as well as conservation of natural resources and energy. Through the five pillars of our CSR policy, namely Surakshit Bharat (Safety), Swastha Bharat (Health), Shikshit Bharat (Education), Saksham Bharat (Employability) and Sanrachit Bharat (Infrastructure), we continue to foster a safe and responsible environment for sustained development.

Under the Surakshit Bharat (Safety) initiative, we aim to build awareness of the importance of road safety. We have promoted behavioral change in the communities near our operating units, by conducting safety awareness campaigns and grameen safety ambassadors' programs to enhance peer education towards promotion of road safety awareness in the rural areas.

Under the Swastha Bharat (Health) initiative, our Company's focus is on providing access to primary health care, and improving sanitation for, and addressing the needs of, adolescent girls. Under our flagship program, named Project Angan, we have established anganwadis across various locations, with the aim of promoting joyful learning for children and improving overall service delivery of anganwadis with a special focus on mother and child health. Under Project Swasth Matritva, our Company has provided mobile antenatal care check-up kits that are paired with a mobile application, to government health workers in rural areas. We have also established Girls Health Groups, which focus on the health of adolescent girls through initiatives like promoting the use of sanitary pads to maintain hygiene during menstruation. We have also provided preventive healthcare and sanitation facilities (like the construction of community toilets to discourage open defecation in villages) and free medical and health check-up camps. Our Company has complemented these initiatives with an educational campaign to spread awareness of water sanitation and hygiene practices in schools.

Under the Shikshit Bharat (Education) initiative, our Company aims to improve the quality of education by providing access to modern education facilities in government schools. We are supporting approximately 50 government schools across various locations through the installation of Smart Classes and provision of better infrastructure facilities, like special healthcare facilities for girls in schools (with the building of toilets and the installation of sanitary pad dispensers and incinerators therein). Through Project Shikshit Sunderhattu (which was the winner of the FICCI CSR Jury Award 2018-19 for Education) in Jamshedpur, we were able to establish "Birsa Prathmik Vidyalaya", a school for tribal children formed through community participation that has successfully educated the tribal children of the Sunderhattu and Sarenbera villages. This has changed the lives of more than 500 tribal children by bringing them into mainstream education. Additionally, we installed a 1.2 kw Solar photovoltaic power plant near government schools at Arasmeta, and distributed furniture, like benches and desks, for students in various government schools near our plant.

The Saksham Bharat (Employability) initiative focuses on the diversification of livelihood for the rural community by imparting new skills that enable them to become self-reliant. Projects like Project Aakriti (a women-focused enterprise for garment manufacturing) and Project Samridhi (a women-led initiative for mushroom cultivation) have helped to accelerate the economic empowerment of rural women. Under Project Aakriti, a training centre was transformed into a garment manufacturing centre capable of supporting the livelihood of more than 500 women across various locations. Project Samriddhi was able to supplement the livelihood of more than 100 women in West Bengal. Project Aakriti won the FICCI CSR Award for Women Empowerment for years 2017-18, while Project Samriddhi won the FICCI CSR Award (Jury Recommendation) for years 2016-17.

Our Company aims to improve the quality of life for locals residing in the villages in which we operate by upgrading local infrastructure under the Sanrachit Bharat (Infrastructure) initiative. We have engaged in the

construction and repair of roads, installation of street lights, refurbishment of school buildings, construction of community centres, erection of boundary walls, improvement of drainage systems in villages, and the protection of tree plantations. We also provided access to safe drinking water through the installation of borewells and motors, and promotion of water harvesting near our plants through pond distillation.

Also, see "***Risk Factors - We have not incurred certain allocated portions of our profits towards CSR, as required under the Companies Act, 2013.***" on page 65.

Intellectual Property Rights

We have registered our logo "Nuvoco" under the Trade Marks Act, 1999.

We have a portfolio of over 210 registered Trademarks, and have made over 59 applications for registration of Trademarks which are pending. We have also filed applications for the change of ownership of 23 Trademarks of the Subsidiary following its change in name from "Emami Cement Limited" to "NU Vista". Further, we have also made applications for the removal of the word "Emami" from six registered Trademarks of the Subsidiary. Our prominent trademarks include "Duraguard", "Nirmax", "Concreto", "Infracem" "Instamix", "Zero M", "Agile", "Artiste", "Double Bull" (including "Double Bull SUBH", "Double Bull MASTER", "Double Bull LABH"), "PROCEM", "SLAG SILICATE", "Tech Wheels", "Tech Express", "Double Bull Nipun", and "Utkrisht".

We have been granted a patent "Water Resistant Cement Composition" with effect from April 4, 2018 for a term of 20 years. Further, we have also made patent applications for "Fibre Reinforced Cement Composition", "Cement Mix Composition and the Method of Manufacturing thereof" and "A System for Manufacturing a Homogenous Cement Composition and Method thereof" which are yet to be granted.

We have also filed for the registration of seven copyrights to protect the art related to the "DURAGUARD XTRA CEMENT SUPERSET TECHNOLOGY" trademark and "Double Bull" trademark, and for "Milan" and "Vriddhi" for our customer relationship management program.

We have also filed for the registration of two designs for the one liter and five liters bottle packs for construction chemicals.

We market and sell some of our products under the following brands:

Category	Brand	Logo
Cement	Duraguard	DURAGUARD
	Duraguard Silver Cement	DURAGUARD SILVER CEMENT
	Duraguard Waterseal Cement	DURAGUARD WATERSEAL CEMENT
	Duraguard MF Microfiber Cement	DURAGUARD MF MICRO FIBER CEMENT

Category	Brand	Logo
	Concreto	
	Master Premium Cement	
	SUBH Premium PSC	
	Double Bull Cement	
RMX	InstaMix Bond-Aid*	
	InstaMix	
	Artiste	
MBM	Zero M	
	Zero M Acrylic Power	
	Zero M Latex Expert	

Category	Brand	Logo
	Zero M Poly Rich	
	Zero M Speedex	
	Zero M Water Shield*	
	Zero M Germicheck	

* *Trademark applied for.*

Also, see "***Risk Factors - An inability to protect, strengthen and enhance our existing brands, and successfully launch and market new brands, could adversely affect our business prospects and financial performance.***" and "***Risk Factors - We may be unable to adequately protect our intellectual property and may be subject to risks of infringement claims.***" on pages 49 and 62.

Properties

Our Registered and Corporate Office is located at Equinox Business Park, Mumbai in India, and our other operations offices are in Kolkata, Gurgaon, Raipur, Jaipur, Udaipur, Indore, Ranchi, Bhubaneshwar, Hyderabad, Bangalore, Nagpur, Patna and Ahmedabad, which are on leased premises.

As of March 31, 2021, we operate five integrated Cement Plants, five grinding Cement Plants, and one blended Cement Plant across northern and eastern India. Further, as of March 31, 2021, we operate 49 RMX Plants across India. Some of the land on which the Cement Plants and the RMX Plants are located is held by us on a freehold basis, and some is held by us on a leasehold basis. The CDIC is set up on licensed premises. Our Company has also taken residential property on a leave- and license-basis in Mumbai for transit accommodation for its executives.

Also, see "***Risk Factors - Any failure or delay in the acquisition or leasing of land or an inability to acquire land or renew leases or licenses or continue licenses with respect to such land at acceptable costs or on commercially reasonable terms or a situation where landowners create any encumbrances over land we are using, may adversely affect our business, results of operations and financial condition.***" on page 56.

KEY REGULATIONS AND POLICIES IN INDIA

The following is an overview of certain key laws and regulations in India which are applicable to the operations of our Company and the Subsidiary. The information available in this chapter has been obtained from various legislations, rules and regulations made thereunder and other regulatory requirements available in the public domain. The description of laws and regulations set out below may not be exhaustive and is only intended to provide general information to the investors and are neither designed nor intended to substitute for professional legal advice. The statements below are based on the current provisions of the Indian law and the judicial, regulatory and administrative interpretations thereof, which are subject to change or modification by subsequent legislative actions, regulatory, administrative, quasi-judicial, or judicial decisions.

A. Laws in relation to our cement manufacturing operations

Bureau of Indian Standards Act, 2016 ("BIS Act") and Bureau of Indian Standards (Conformity Assessment) Regulations, 2018 ("BIS Regulations")

The BIS Act provides for the establishment of the Bureau of Indian Standards ("**BIS**") as the National Standards Body of India, for the development of activities of standardisation, conformity assessment and quality certification of goods, articles, processes, systems and services. The BIS Act, along with the Bureau of Indian Standards Rules, 2018, provides for the functions of the BIS which includes, among others, to (i) publish, establish and promote Indian standards, and (ii) adopt as Indian standard, any standard, established by any other institution in India or elsewhere, in relation to article or process. The BIS Act empowers the Central Government to order the compulsory use of standard mark for any goods or article if it finds it expedient to do so in public interest or for the protection of plant, animal or human health, for the safety of the environment or for the prevention of unfair trade practices. The BIS Act also provides for penalties in case there is a contravention of the provisions of the BIS Act.

The BIS Regulations provides for the conformity assessment scheme for grant of license to use or apply standard mark and grant of certificate of conformity on goods, services and articles as per Indian Standard. The BIS Regulations details the (a) scope, (b) selection, determination, review, decision, attestation and surveillance, (c) design, use and control of the standard mark, if applicable, (d) inspection and testing plan or quality manual, calibration schedule and records to be maintained by the first party, and (e) fees to be paid before or during the operation of licence or certificate of conformity. An application for grant of license to use or apply a standard mark or for grant of certificate of conformity shall be made to the BIS, pursuant to which a license or certificate may be granted to the concerned applicant. The BIS Regulations also provides certain conditions of license to use or apply a standard mark or of certificate of conformity, as the case may be, which the licensee needs to comply with. Further, the BIS Regulations also provides for renewal, suspension and change in scope of license to use or apply a standard mark and grant of certificate of conformity. The BIS may by order in writing cancel the licence or certificate, as applicable, after giving a notice of not less than 21 days if (i) the licensee or the holder failed to comply with the conditions of the license or certificate, as applicable or (ii) the license or certificate has been issued in error. The schedule to the BIS Regulations lays down the different kinds of schemes, types and applicable forms. The Bureau of Indian Standards (Conformity Assessment) Amendment Regulations, 2020, the Bureau of Indian Standards (Conformity Assessment) First Amendment Regulations, 2021, the Bureau of Indian Standards (Conformity Assessment) Second Amendment Regulations, 2021 and the Bureau of Indian Standards (Conformity Assessment) Third Amendment Regulations, 2021 introduced amendments to the BIS Regulations including in respect of the provisions relating to the validity and renewal of licenses and the schedules to the BIS Regulations.

The Central Marks Department - III, BIS issued guidelines dated August 28, 2020 ("**Guidelines**") to curb the various objective and subjective claims made by the manufactures on cement bags/ packages and in advertisements, which are not prescribed or verifiable or backed by any relevant Indian Standard and are likely to mislead the consumers regarding the quality of the product. The Guidelines directs all the manufacturers, in relation to subjective claims, to explicitly indicate that such claims are not covered under the scope of BIS license granted to them, and that the responsibilities of such claims lies on the manufacturers, and with regard to objective claims, the Guidelines advises all the manufacturers to refrain from making such claims through, including but not limited to, bags, packages, advertisements, hoardings, pamphlets, sales promotion leaflets and price lists. The Guidelines further provides that all the manufacturers, who are holding BIS licenses at different manufacturing premises are required to give reference to the Indian Standard or license number along with the standard mark while issuing corporate advertisements. The manufacturers have also been directed by the Guidelines to indicate in the corporate advertisement that the consumers can obtain complete information on the licenses held by the manufacturers from the BIS website. Further, the Guidelines provide that all licensees are required to mention

complete details such as IS number and CM/L number along with standard mark on bags/packages/advertisements and directs the branch offices to take note of compliance of these Guidelines, while approving marking details/ designs of cement bags.

Cement (Quality Control) Order, 2003 ("Cement Order, 2003")

The Cement Order, 2003, has been framed under the Bureau of Indian Standards Act, 1986, as amended (superseded by the BIS Act), and prohibits the sale, manufacture, storage for sale and distribution of cement, which does not meet the quality requirements prescribed under the BIS Act. It requires a manufacturer of cement to make an application to the BIS for obtaining a license to use the standard mark. A manufacturing company is required to apply for this license prior to commencement of production. The primary parameter considered for the purposes of granting this license is whether the cement sought to be manufactured or sold, conforms to the recognised standard under the BIS Act. Further, in the event that the cement manufactured by the company ceases to conform to the standards prescribed under the BIS Act, such license may be cancelled.

Cement Control Order, 1967 ("Cement Control Order")

The Cement Control Order requires manufacturers of cement to, among other things, maintain books relating to production, removal, sale and transport of cement by the manufacturer and furnish information relating to the business as may be specified by the Central Government. The Cement Control Order requires the maintenance of a cement regulation account by the development commissioner appointed by the Central Government for the cement industry. The amount credited in this account is to be used, among others, for reimbursing the manufacturer towards equalising freight or concession in export price.

Industries (Development and Regulation) Act, 1951 ("IDRA Act")

The IDRA Act provides for the development and regulation of certain scheduled industries, which are controlled and monitored by the Central Government**.** The IDRA Act was amended by way of a notification dated July 25, 1991, pursuant to which, all industrial undertakings, except for certain industries specifically mentioned therein, have been exempted from procuring a license to carry on their business activities. In terms of this notification, the cement industry has been exempted by the Central Government from obtaining an industrial license. However, the exempted industrial undertaking is required to file an industrial entrepreneurs memorandum with the Secretariat of Industrial Assistance, Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India.

B. Laws in relation to our limestone mining operations

Mines Act, 1952 ("Mines Act") and Mines Rules, 1955 ("Mines Rules")

The Mines Act and the Mines Rules regulate the health and safety of the workers engaged in the mining industry. The Mines Act grants powers on the chief inspector of mines or an inspector of mines, as appointed by the Central Government, to carry out regular health and safety survey on mining units. The survey, among other things include, an examination of the ventilation of the mine, sufficiency of the bylaws and all other matters connected with or relating to the health, safety and welfare of persons engaged in mines. As per the provisions of the Mines Act, the Central Government appoints certifying surgeons to conduct health check-ups and medical supervisions on persons engaged in mining activities. All mining units must have adequate provisions of drinking water, medical supplies, and latrines for workers engaged in the mines. For the purposes of the Mines Act and Mines Rules, a notice must be given to the chief inspector and controller, Indian Bureau of Mines and the district magistrate of the district where the mine is situated, at least one month prior to the commencement of mining operations. The Occupational Safety, Health and Working Conditions Code, 2020 received the assent of the President of India on September 28, 2020 and proposes to subsume certain existing legislations, including the Mines Act. The provisions of this code will come into force on such date as may be notified by the Central Government.

Mines and Minerals (Development and Regulations) Act, 1957 ("MMDR Act")

The MMDR Act prohibits any person from undertaking any mining operations, including mining operations in respect of limestone, without obtaining a mining lease from the relevant state government. The mining lease is required to be renewed from time to time based on the conditions set out in such mining lease. The MMDR Act lays down the terms for granting a mining lease by the Central Government or state government, which includes, among others, (i) the time period of the lease, being up to a maximum period of 50 years in case of limestone

mines, (ii) the maximum area to be covered by one or more mining leases within a state, being up to 10 square kilometres in case of limestone mines, and (iii) the conditions for termination of the lease in interest of regulation of mines and mineral development, which includes among others, preservation of natural environment, control of floods, prevention of pollution, safety of buildings, monuments or other structures, conservation of mineral resources, avoidance of danger to public health or public communications and maintenance of safety in mines. Under the MMDR Act, the Central Government and the state governments have been empowered to regulate the conduct of a lessee, in particular, the imposition of fines or restrictions, the revocation of mining rights or variation in the amount of royalty payable, as deemed fit by the Central Government, in order to promote the conservation and systematic development of minerals, and protection of the natural environment. During the term of the mining lease, the lessee is required to pay royalty for any mineral removed or consumed from the leased area or dead rent in respect of that area, whichever is higher, to the state government. Mining rights are also subject to compliance with terms and conditions as specified under Mineral Auction Rules, 2015 and Mineral Conservation and Development Rules, 2017. The Mineral Laws (Amendment) Act, 2020 liberalises the regulatory regime for mining by introducing amendments to the MMDR Act including certain provisions on transfer of statutory clearances. The Mines and Minerals Development and Regulation) Amendment Act, 2021 which came into force on March 28, 2021 ("**Amendment Act**") has introduced certain amendments to the MMDR including the following: (i) removal of distinction between captive and merchant mines, (ii) a level playing field between auctioned mines and mines of government companies, (iii) closure of pending cases of non-auctioned concession holders, (iv) removal of restrictions on transfer of mineral concessions for non-auctioned mines, and (v) sale of minerals by captive mines.

Further, the Amendment Act provides that the right to obtain a prospecting license or a mining lease will lapse on the date of commencement of the Amendment Act. Such persons will be reimbursed for any expenditure incurred towards reconnaissance or prospecting operations. Further, a mining lease will lapse if the lessee: (i) is not able to start mining operations within two years of the grant of a lease, or (ii) has discontinued mining operations for a period of two years. However, the lease will not lapse at the end of this period if a concession is provided by the state government upon an application by the lessee. Additionally, the threshold period for lapse of the lease may be extended by the state government only once and up to one year.

Minerals (Evidence of Mineral Contents) Rules, 2015 ("Mineral Evidence Rules")

The Minerals Evidence Rules were introduced under the MMDR Act to regulate the parameters of existence of mineral contents, for the grant of reconnaissance permits, prospecting licenses and mining leases in respect of minerals. In terms of the Mineral Evidence Rules, persons holding a prospecting license or reconnaissance permit, desirous of obtaining a mining lease are required to establish the existence of mineral contents by carrying out a general exploration over the area to determine the indicated mineral resource by identifying the main geological features of a deposit, giving a reasonable indication of continuity and providing an initial estimate of size, shape, structure and grade ("**General Exploration**"), and prepare a pre-feasibility report, identifying the economically viable mineral reserves forming a part of the indicated mineral resource, containing details of the mining operation to be conducted over a period of five years from the commencement of the mining lease, and determining the preferred mining method or pit configuration. For the purposes of mining leases granted through an auction process, the existence of minerals contents is determined on the basis of a General Exploration over the area, and a geological study which identifies the mineralization, quantity and continuity of the mineral resource, quality of the mineral deposit and its potential as an investment opportunity. The Minerals (Evidence of Mineral Contents) Amendment Rules, 2021 proposes to amend certain provisions of the Mineral Evidence Rules, including provisions in respect of reporting of minerals and parameters for establishing the existence of mineral content in certain areas in respect of certain minerals. These rules shall come into force on the date of their publication in the Official Gazette.

Mineral Auction Rules, 2015 ("Mineral Auction Rules")

The Mineral Auction Rules were introduced under the MMDR Act to regulate the transfer and termination of mining leases. In terms of the Mineral Auction Rules, eligible persons satisfying the criteria laid down under the Mineral Auction Rules, including in relation to minimum net worth, and desirous of conducting mining operations are required to bid for the mineral in an auction process conducted by the state government. The preferred bidder, decided through the auction process, shall receive a letter of intent from the state government, conveying its intention to grant the bidder with a mining lease. Upon completion of the conditions mentioned under the Mineral Auction Rules, which include the payment of first and second instalment of the bid amount, furnishing performance security, the submission of a mining plan to the state government for approval and after submission of third instalment, the bidder will be considered successful. Thereafter, a mining lease deed is executed in favour

of such bidder by the state government. The Mineral (Auction) Second Amendment Rules, 2021, proposes to amend certain provisions of the Mineral Auction Rules including provisions in respect of conduct of auction of mining leases and composite licenses by the Central Government.

Minerals (Other than Atomic and Hydro Carbons Energy Minerals) Concession Rules, 2016 ("Minerals Concession Rules")

The Minerals Concession Rules regulate the procedures for grant of reconnaissance permits, prospecting license and mining leases and terms and conditions thereof. The Minerals Concession Rules also govern the transfer of mining lease/prospecting license cum mining lease obtained through an auction process and termination of mining leases. In addition, it specifies that a mining plan once approved shall be subject to review and updates at an interval of five years, starting from the date of execution of the duly executed mining lease deed. The Minerals (Other than Atomic and Hydro Carbons Energy Minerals) Concession (Third Amendment) Rules, 2021 which came into force on July 1, 2021 has introduced certain provisions relating to execution of mining leases, shortfall in the dispatch and minimum dispatch.

Termination of the mining lease

The state government may terminate a mining lease obtained through an auction process if:

i. the lessee is unable to show sufficient grounds for disallowing the entry into or inspection of the leased premises, within the time specified by the state government;

ii. the lessee has been convicted of illegal mining, after giving notice to the lessee and providing him with an opportunity of being heard;

iii. the lessee defaults in making payment of monies to the District Mineral Foundation and the National Mineral Exploration Trust, dead rent, or royalty, or breaches the terms and conditions of the mining lease as prescribed under the Mineral Concession Rules, or as may be specified by the state government, after giving notice to the lessee and providing him with an opportunity to make payments and/or remedy the breach within 60 days from receipt of such notice, if the lessee does not intimate the state government of any change in the name, nationality or other particulars of the lessee within 60 days of the change, after providing the lessee with a reasonable opportunity of being heard; or

iv. in the opinion of the state government, the lessee has transferred the mining lease or any right, title or interest otherwise than in accordance with the provisions on transfer under the Mineral Concession Rules.

The state government may terminate a mining lease obtained through means other than an auction process if:

i. the right, title or interest in the mineral concession is transferred, including by way of assignment, sublet or mortgage; or

ii. the lease holder has made any arrangement, contract or understanding with any persons or body of persons other than the mineral concession holder, (i) to directly or indirectly finance the mineral concession holder to a substantial extent, (ii) under which the operations or undertakings of the mineral concession holder may be substantially controlled by, (iii) under which the mineral may be supplied, delivered or sold at substantially lower than fair market value to, (iv) under which the sale or profit may be shared with or, (vi) under which significantly higher amounts than the normal industry norms may be paid for any operations to such persons.

Transfer of the mining lease obtained through auction process

Prior consent of the state government in writing is required for transfer of a mining lease obtained through auction process. The transferor and the transferee are required to submit a joint transfer application to the state government. Further, the transferee must accept all the conditions and liabilities to which the transferor was subject in respect of such lease. The transferor and the transferee are required to jointly submit a registered transfer deed within 30 days from the date of receipt of consent from the state government.

Minerals (Transfer of Mining Lease Granted Otherwise than through Auction for Captive Purpose) Rules,

2016 ("Transfer of Mining Lease Rules")

The Transfer of Mining Lease Rules lay down the procedures to be followed for transfer of mining leases obtained

through means other than an auction process. The transferor and the transferee are required to submit a joint transfer application to the state government. The transferor and the transferee are required to jointly submit a registered transfer deed within 30 days from completion of conditions mentioned in the Transfer of Mining Lease Rules including upfront payment of an amount equal to 0.50% of the estimated value of the resources, signing the mine development and production agreement, and providing a performance security to the state government. The state government is required to execute a mining lease deed with the transferee within ninety days from the registration of the transfer deed where the transferee must accept all the conditions and liabilities to which the transferor was subject in respect of such lease. The transferee is required to pay to the state government transfer charges simultaneously with payments of royalty.

Mineral Conservation and Development Rules, 2017 ("Mineral Conservation Rules")

The Mineral Conservation Rules lays down the detailed procedure for conducting mining operations and applies to all minerals, except for certain minerals specifically mentioned therein. In terms of the Mineral Conservation Rules, all mining operations are to be carried out in a manner which ensures the systematic development of mineral deposits, conservation of minerals and protection of the environment. Mining plans are required to be approved periodically in five years. The holder of a mining plan is required to submit an application for review at least 180 days before the expiry of the five year period. The holder or owner of a mine is not permitted to abandon a mine during the subsistence of the mining lease except with the prior permission of the authorised officer. Additionally, no mining operations can be conducted except in accordance with the mining plan. Any form of non-compliance with the Mineral Conservation Rules may result in the suspension of all or any of the mining operations. Any violation of the provision of these rules shall be punishable with imprisonment for a term which may extend upto two years or with fine which may extend to ₹ 0.50 million or with both, and in case of a continuing contravention, with additional fine which may extend to ₹ 0.05 million for every day during which such contravention continues.

Metalliferous Mines Regulations, 1961 ("Metalliferous Mines Regulations")

The Metalliferous Mines Regulations apply to every mine other than a coal or oil mine and lay down the format for notice requirements, with respect to the opening, reopening, change of ownership or address, and abandonment or discontinuance in the working of a mine. It imposes restrictions on working near mine boundaries and provides specific guidance on the operation of opencast mines. The Metalliferous Mines Regulations also deal with filing returns and records to relevant authorities mentioned therein. This includes specific approvals to be obtained in case heavy machinery or deep-hole blasting is proposed to be used in course of digging, excavation and removal other than as ordinarily provided. The Metalliferous Mines Regulations also provide for examinations to be conducted on a periodic basis. In February 2020, the Ministry of Labour and Employment, Government of India issued the draft of the Metalliferous Mines Regulations, 2019 in supersession of the Metalliferous Mines Regulations, 1961. These regulations shall come into force on the date of their publication in the Official Gazette.

C. Other applicable laws governing our cement and RMX manufacturing operations

The Explosives Act, 1884 ("Explosives Act") and the Explosives Rules, 2008 ("Explosives Rules")

The Explosives Act and the Explosives Rules regulates the manufacture and use of explosives in India by licensing the possession, sale, transportation, manufacturing, export and import of explosives. In terms of the Explosive Rules, a person is required to obtain a license from the district magistrate, controller of explosives, or chief controller of explosives ("**Licensing Authority**"), depending upon the category of explosives, for the manufacture, possession, sale, transport, export and import of explosives. A license may be revoked by the Licensing Authority, on grounds of, among others, breach of terms of grant of the license, for public peace or security, license being obtained by fraud or suppression of material information, ceasing to have lawful possession of licensed premises or cancellation of no-objection certificate by the authority issuing the same, or the district magistrate or the state government. Extensive penalty provisions have been provided for manufacture, import or export, possession, usage, selling or transportation of explosives in contravention of the Explosives Act.

Indian Boilers Act, 1923 ("Boilers Act") and Indian Boiler Regulations, 1950 ("Boilers Regulations")

The Boilers Act and the Boilers Regulations seeks to regulate the operation of steam boilers. Under the provisions of the Boilers Act, an owner of a boiler is required to obtain a registration certificate and certificate of use of boiler from the chief inspector of boiler ("**Chief Inspector**") and comply with the safety standards prescribed therein to the satisfaction of the Chief Inspector. Such certificate of use is granted for a maximum period of 12 months and is required to be renewed by application to the Chief Inspector before the expiry of the certificate. The Boilers Act also provides for penalties in case is a boiler is used illegally or without a certificate.

Electricity Act, 2003 ("Electricity Act") and Electricity Rules, 2005 ("Electricity Rules")

The Electricity Act is the central legislation which covers, among others, generation, transmission, distribution, trading and use of electricity. The Electricity Act and the Electricity Rules provides for the installation and regulation of "captive generating plant" and provide the necessary approvals which have to be taken from authorities for such installation. The Draft Electricity (Amendment) Bill, 2020 is sought to be enacted to amend certain provisions of the Electricity Act.

The Legal Metrology Act, 2009 ("LM Act")

The LM Act seeks to establish and enforce standards of weights and measures, regulate trade and commerce in weights, measures and other goods which are sold or distributed by weight, measure or number and for matters connected therewith or incidental thereto. The LM Act provides for (i) appointment of Government approved test centres for verification of weights and measures, (ii) nomination of a person by the company who will be held responsible for breach of provisions under the LM Act, (iii) requirement of licenses for companies in order to manufacture and sell products, and (iv) stringent punishment for violation of provisions.

The Legal Metrology (Packaged Commodities) Rules, 2011 regulate pre-packaged commodities in India and among others, mandate certain labelling requirements prior to sale of such commodities.

D. Labour laws

The Factories Act, 1948 ("Factories Act")

The term "factory", as defined under the Factories Act, means any premises which employs or has employed on any day in the previous 12 months, 10 or more workers and in which any manufacturing process is carried on with the aid of power, or any premises wherein 20 or more workmen are employed at any day during the preceding 12 months and in which any manufacturing process is carried on without the aid of power. Each state government has issued rules in respect of the prior submission of plans and their approval for the establishment of factories and registration and licensing of factories. In order to commence operations as a factory, prior approval for the plan of the factory is required. Once the factory plan has been approved by the state inspector of factories, the factory is required to register itself with the respective state factory department. On receipt of the factory plan and subsequent registration, an application for a license to operate a factory must be made to the state factory department. The Factories Act requires the "occupier" of a factory, i.e. the person who has the ultimate control over the affairs of the factory and in case of a company, any one of the directors, to ensure the health, safety and welfare of all workers in the factory premises. Further, the "occupier" of a factory is also required to ensure (i) the safety and proper maintenance of the factory such that it does not pose health risks to persons in the factory premises, (ii) the safe use, handling, storage and transport of factory articles and substances, (iii) provision of adequate instruction, training and supervision to ensure workers' health and safety, and (iv) cleanliness and safe working conditions in the factory premises. If there is a contravention of any of the provisions of the Factories Act or the rules framed thereunder, the occupier and manager of the factory may be punished with either imprisonment or fine or both.

Other labour law legislations

Various other labour and employment related legislation that may apply to our operations, from the perspective of protecting the workers' rights and specifying registration, reporting and other compliances, and the requirements that may apply to us as an employer, would the following:

(i) Contract Labour (Regulation and Abolition) Act, 1970.

(ii) Employees' Provident Funds and Miscellaneous Provisions Act, 1952.

(iii) Employees' State Insurance Act, 1948.

(iv) Minimum Wages Act, 1948.

(v) Payment of Bonus Act, 1965.

(vi) Payment of Gratuity Act, 1972.

(vii) Payment of Wages Act, 1936.

(viii) Maternity Benefit Act, 1961.

(ix) Industrial Disputes Act, 1947.

(x) Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013.

(xi) The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.

(xii) The Industries (Development and Regulation) Act, 1951.

(xiii) Employees' Compensation Act, 1923.

(xiv) The Industrial Employment Standing Orders Act, 1946.

(xv) The Child Labour (Prohibition and Regulation) Act, 1986.

(xvi) The Equal Remuneration Act, 1976.

(xvii) The Trade Unions Act, 1926 and the Trade Union (Amendment) Act, 2001.

(xviii) Building and Other Construction Workers Regulation of Employment and Conditions of Service Act, 1996.

(xix) The Code on Wages, 2019*.

(xx) The Occupational Safety, Health and Working Conditions Code, 2020**.

(xxi) The Industrial Relations Code, 2020***.

(xxii) The Code on Social Security, 2020****.

**The Government of India enacted "The Code on Wages, 2019" which received the assent of the President of India on August 8, 2019. The provisions of this code will be brought into force on a date to be notified by the Central Government. It proposes to subsume four separate legislations, namely, the Payment of Wages Act, 1936, the Minimum Wages Act, 1948, the Payment of Bonus Act, 1965 and the Equal Remuneration Act, 1976.*

***The Government of India enacted "The Occupational Safety, Health and Working Conditions Code, 2020" which received the assent of the President of India on September 28, 2020. The provisions of this code will be brought into force on a date to be notified by the Central Government. It proposes to subsume several separate legislations, including the Factories Act, 1948, the Contract Labour (Regulation and Abolition) Act, 1970, the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 and the Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996.*

****The Government of India enacted "The Industrial Relations Code, 2020" which received the assent of the President of India on September 28, 2020. The provisions of this code will be brought into force on a date to be notified by the Central Government. It proposes to subsume three separate legislations, namely, the Industrial Disputes Act, 1947, the Trade Unions Act, 1926 and the Industrial Employment (Standing Orders) Act, 1946.*

*****The Government of India enacted "The Code on Social Security, 2020" which received the assent of the President of India on September 28, 2020. The provisions of this code will be brought into force on a date to be notified by the Central Government. It proposes to subsume several separate legislations including the Employee's Compensation Act, 1923, the Employees' State Insurance Act, 1948, the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, the Maternity Benefit Act, 1961, the Payment of Gratuity Act, 1972, the Building and Other Construction Workers' Welfare Cess Act, 1996 and the Unorganised Workers' Social Security Act, 2008.*

E. Environmental legislations

Environment Protection Act, 1986 ("Environment Protection Act") and Environment Protection Rules, 1986 ("EP Rules")

The Environment Protection Act has been enacted with the objective of protecting and improving the environment and for matters connected therewith. In accordance with the Environment Protection Act, the Central Government has been given the power to take all such measures for the purpose of protecting and improving the quality of the environment and to prevent, control and abate environmental pollution. Further, the Central Government has been given the power to give directions in writing to any person or officer or any authority for any of the purposes of

the Environment Protection Act, including the power to direct the closure, prohibition or regulation of any industry, operation or process. Further, the EP Rules provide for, among others, standards for emissions or discharge of environmental pollutants, prohibitions and restrictions on the location of industries and the carrying on processes and operations in different areas, procedure for submission of samples for analysis and functions of environmental laboratories. The MoEF has issued the Environment (Protection) Amendment Rules, 2021 to amend certain provisions of the Environment (Protection) Rules, 1986. These rules shall come into force on the date of their publication in the Official Gazette.

The Environment Impact Assessment Notification S.O. 1533(E), 2006 ("EIA Notification 2006")

The EIA Notification 2006 issued under the EP Act and the EP Rules as amended, provides that the prior approval of the MoEF, for mining operations, or the State Environment Impact Assessment Authority, for manufacturing operations, is required for the establishment of any new project and for the expansion or modernisation of existing projects specified in the notification. In terms of the EIA Notification 2006, the process of obtaining an environmental clearance has a maximum of four stages, i.e., screening, scoping, public consultation and appraisal. An application for obtaining an environmental clearance is made after the identification of prospective site(s) for the unit and/or activities to which the application relates but before commencing any construction activity, or preparation of land, at the site by the applicant. The prior environmental clearance granted for a project or activity is valid for a maximum period of 30 years for mining projects and seven years in the case of all other projects and activities, including cement manufacturing units. Further, in the event of expansion or enhancement of capacity for the mining and manufacturing operations, as applicable, environmental clearance is required to be sought from the relevant authority.

The MoEF has issued a draft of the Environment Impact Assessment Notification, 2020, which is yet to be brought into effect.

Air (Prevention and Control of Pollution) Act, 1981("Air Act")

The Air Act requires that any industrial plant emitting any air pollutant into the atmosphere must apply in a prescribed form and obtain consents from the state pollution control boards prior to establishment of the plant and commencement of operations in the plant. The consent may contain conditions relating to specifications of pollution control equipment to be installed.

Water (Prevention and Control of Pollution) Act, 1974 ("Water Act")

The Water Act prohibits the use of any stream or well or sewer or land for the disposal of any poisonous, noxious or polluting matter, in violation of the standards set out by the concerned pollution control board. The Water Act also provides that the consents of the concerned pollution control board must be obtained prior to establishment and commencement of, among others, any industry, operation or process, which are likely to discharge sewage or trade effluent.

Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 ("Hazardous Waste Rules")

An "occupier" has been defined under the Hazardous Waste Rules, in relation to any factory or premises, as any person who has control over the affairs of the factory or premises and includes any person in possession of hazardous or other waste. In terms of the Hazardous Waste Rules, occupiers have been, among others, made responsible for safe and environmentally sound handling of hazardous and other wastes generated in their establishments and are required to obtain license/authorization from concerned pollution control boards, for handling, generating, collecting, processing, treating, packaging, storing, transporting, using, recycling, recovering, pre-processing, co-processing, offering for sale, or the like of the hazardous and other wastes.

F. Tax related legislations

The tax related laws that are applicable to us include the Income-tax Act, 1961, Income Tax Rules, 1962, goods and services tax legislation comprising Central Goods and Services Tax Act, 2017, Integrated Goods and Services Tax Act, 2017, the respective states' Goods and Services Tax Act, 2017 and various rules and notifications thereunder and as issued by taxation authorities.

G. Foreign exchange laws

The foreign exchange laws that are applicable to us include the Industrial Policy, 1991 of the Government of India, the FEMA and the relevant rules thereunder, and the Consolidated FDI Policy.

In addition to the above, our Company and the Subsidiary among other things, comply with the provisions of certain other legislations including the Copyright Act, 1957, the Trade Marks Act, 1999, Petroleum Act, 1934, Petroleum Rules, 1976, the Gas Cylinders Rules, 2016, the Explosives Rules, 2008, the Ammonium Nitrate Rules 2012, the Mines Vocational Training Rules, 1966, the Manufacture, Storage and Import of Hazardous Chemical Rules, 1989, the Noise Pollution (Regulation and Control) Rules, 2000, the E-Waste (Management) Rules, 2016, shops and establishments legislations and fire control and safety rules and regulations in various states where we own, maintain and operate our establishments.

HISTORY AND CERTAIN CORPORATE MATTERS

Brief history of our Company

Our Company was originally incorporated on February 8, 1999 as a private limited company under the Companies Act, 1956, with the name "Infra Cement India Private Limited" in Mumbai. Pursuant to the investment in our Company by the erstwhile shareholders in the year 1999 and the resolution dated May 19, 1999 passed by the Shareholders, the name of our Company was changed to "Lafarge India Private Limited", and a fresh certificate of incorporation was issued upon the change of name by the RoC on May 25, 1999. Pursuant to Section 43A(1) of the Companies Act, 1956, our Company became a deemed public limited company with effect from November 2, 1999 and the certificate of incorporation of our Company was endorsed by the RoC to that effect, and this was noted in the resolution dated December 3, 1999 passed by the Board. Subsequently, pursuant to the resolution dated April 16, 2003 passed by the Shareholders, the status of our Company was changed from deemed public limited company to private limited company in terms of Section 43A(2A) of the Companies Act, 1956. Accordingly, our Company became a private limited company with effect from April 16, 2003 and the certificate of incorporation of our Company was endorsed by the RoC to that effect. Thereafter, pursuant to the resolution dated February 26, 2016 passed by the Shareholders, our Company was once again converted to a public limited company resulting in the change of name to "Lafarge India Limited" and a fresh certificate of incorporation was issued by the RoC on March 12, 2016. Pursuant to divestment by the erstwhile shareholders in our Company in the year 2016 and the resolution dated March 8, 2017 passed by the Shareholders, the name of our Company was changed to "Nuvoco Vistas Corporation Limited" and a fresh certificate of incorporation was issued by the RoC on March 10, 2017.

Changes in the registered office of our Company

At the time of incorporation of our Company, the registered office was located at Little & Co, Advocates and Solicitors, Central Bank of India Building, 3rd Floor, M.G Road, Fort Mumbai - 400 023, Maharashtra, India.

Details of subsequent changes in the registered office of our Company are as set out below:

Effective date	Details of change	Reasons for change
June 1, 1999	The address of the registered office of our Company was changed from Little & Co, Advocates and Solicitors, Central Bank of India Building, 3rd Floor, M.G Road, Fort Mumbai - 400 023, Maharashtra, India, to DBS Corporate Club, Raheja Chambers, 2nd Floor, Nariman Point, Mumbai - 400 021, Maharashtra, India.	Operational convenience
February 1, 2000	The address of the registered office of our Company was changed from DBS Corporate Club, Raheja Chambers, 2nd Floor, Nariman Point, Mumbai - 400 021, Maharashtra, India, to Bakhtawar, 14th Floor, 229, Nariman Point, Mumbai - 400 021, Maharashtra, India.	Operational and administrative convenience
October 1, 2011	The address of the registered office of our Company was changed from Bakhtawar, 14th Floor, 229, Nariman Point, Mumbai - 400 021, Maharashtra, India, to 1004, 'B' Wing, 10th Floor, Crescenzo, 'G' Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051, Maharashtra, India.	Operational and administrative convenience
September 25, 2014	The address of the registered office of our Company was changed from 1004, 'B' Wing, 10th Floor, Crescenzo, 'G' Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051, Maharashtra, India to Equinox Business Park, Tower 3, East Wing, 4th Floor, LBS Marg, Kurla (West), Mumbai - 400 070, Maharashtra, India.	Operational and administrative convenience

Except as disclosed above, there has been no change in registered office of our Company, since the date of incorporation.

Main objects of our Company

The main objects of our Company as contained in the Memorandum of Association are:

1. To acquire and hold controlling and other interests and operate any company in India engaged in any business of Cement, ready mix concrete and aggregates.

2. To produce, manufacture, treat, process, prepare, refine, import, export, purchase, sell, trade in pack, move, preserve, stock, act as agents, sub-agents, merchants, distributors, consignors, jobbers, brokers, concessionaires or otherwise deal in either solely or in partnership with others, in all types of cement (excluding Aluminate Cement), lime and limestone, clinker, ready mix concrete, aggregates and/or by-products thereof and/or any input material thereof e.g. pet coke, cementitious products, etc.

The main objects as contained in the Memorandum of Association enable our Company to carry on business presently being carried out.

Amendments to the Memorandum of Association

Set out below are the amendments to the Memorandum of Association in the last 10 years:

Date of Shareholders' resolution / Effective date	Nature of amendment
September 23, 2014	Sub-clause 2 of clause III(A) of the Memorandum of Association was amended by substituting with the following clause: "*2. To produce, manufacture, treat, process, prepare, refine, import, export, purchase, sell, trade in pack, move, preserve, stock, act as agents, sub agents, merchants, distributors, consignors, jobbers, brokers, concessionaires or otherwise deal in either solely or in partnership with others, in all types of cement (excluding Aluminate Cement), lime and limestone, clinker, ready mix concrete, aggregates and/or by-products thereof and/or any input material thereof e.g. pet coke, cementitious products etc.*" Clause III(C) of the Memorandum of Association was deleted and Clause III(B) of the Memorandum of Association was amended by inserting the following sub-clauses: *"54. To carry on all or any of the branches of the business of general merchants, agents, brokers, factors, shippers, importers and exporters, general storekeepers, wholesale and retail traders, commission agents, manufacturers, manufacturer's representatives, distributors, estate and property agents, warehousemen, lightermen, stevedores, contractors, builders, guarantors, wharf and dock owners or lessees, owners or lessees of railways, airfields and transways, owners of lessees of craft, plant and appliances, planters, miners, metallurgists, quarry owners, bricks-makers, wool washers, tallow mehets, tanners, artificial fertilizer makers, coopers, carpenters, buyers, sellers and dealers in produce of all kinds, metals, timber and all kinds of machinery, engines, plant, tools, goods, wares and merchandise.* *55. To purchase, take on lease, exchange, hire or otherwise acquire any real or personal property, patents, licenses, rights or privileges which the Company may think necessary or convenient for the purposes of its business, and to construct, maintain and alter any buildings or works necessary or convenient for the purpose of the Company.* *56. To carry on any other trade or business whatsoever which may, in the opinion of the Board of Directors, be advantageously or conveniently carried on by the Company by way of extension of or in connection with or as ancillary to such business as aforesaid, or us calculated directly or indirectly to develop any branch of the Company's business or to increase the value of or turn to account, any of the Company's assets, property or rights."* Clause IV of the Memorandum of Association was amended by substituting with the following clause: *"The liability of members is limited to the amount unpaid, if any, on the shares held by them."*
March 31, 2015	Clause V of the Memorandum of Association was amended to reflect the increase in authorised share capital from ₹ 30,000,000,000 divided into 2,000,000,000 Equity Shares of ₹ 10 each and 1,000,000,000 preference shares of ₹ 10 each to ₹ 48,011,100,000 divided into 3,801,110,000 Equity Shares of ₹ 10 each and 1,000,000,000 preference shares of ₹ 10 each.
February 26, 2016	Clause I of the Memorandum of Association was amended to reflect the change in the name of our Company from "Lafarge India Private Limited" to "Lafarge India Limited".
March 8, 2017	Clause I of the Memorandum of Association was amended to reflect the change in the name of our Company from "Lafarge India Limited" to "Nuvoco Vistas Corporation Limited".
April 19, 2017	Clause V of the Memorandum of Association was amended to reflect the increase in authorised share capital from ₹ 48,011,100,000 divided into 3,801,110,000 Equity Shares of ₹ 10 each and

Date of Shareholders' resolution / Effective date	Nature of amendment
	1,000,000,000 preference shares of ₹ 10 each to ₹ 88,011,100,000 divided into 7,801,110,000 Equity Shares of ₹ 10 each and 1,000,000,000 preference shares of ₹ 10 each.

Major events and milestones of our Company

The table below sets forth some of the major events in the history of our Company.

Calendar year	Events and Milestones
2020	• Our Company acquired NU Vista as a wholly-owned subsidiary • The cement undertaking of Nirma Limited located at Nimbol, Rajasthan was amalgamated with our Company
2019	• Our Company commissioned its first captive power plant and waste heat recovery power plant in the Chittorgarh Cement Plant
2017	• The name of our Company was changed to "Nuvoco Vistas Corporation Limited" • Our Company commenced the supply of concrete to the metro railway project at Mumbai, Maharashtra • Nirchem Cement Limited, an erstwhile wholly-owned subsidiary of Nirma Limited, was amalgamated with our Company
2016	• Nirchem Cement Limited, an erstwhile wholly-owned subsidiary of Nirma Limited, acquired all the Equity Shares held by Lafarge group in our Company
2015	• Our Company commenced the supply of concrete to the metro railway project at Noida, Uttar Pradesh
2014	• Our Company commenced operations at the Bhiwani Cement Plant • Our Company (through an erstwhile group entity) commenced the supply of ready-mix concrete to the metro railway project at Jaipur, Rajasthan • Our Company supplied concrete for the construction of Nazrul Tirtha at Kolkata, West Bengal • Our Company supplied concrete for the construction of the Swami Narayan Temple at Kolkata, West Bengal
2013	• Our Company commenced operations at the Chittorgarh Cement Plant
2012	• Inauguration of Construction Development & Innovation Centre (CDIC) at Mumbai, Maharashtra
2010	• Our Company (through an erstwhile group entity) commenced the supply of ready-mix concrete for World One building at Mumbai, Maharashtra
2009	• Our Company commissioned a new clinker line at the Sonadih Cement Plant • Our Company commenced operations at the Mejia Cement Plant
2008	• Our Company (through an erstwhile group entity) acquired the ready-mix concrete business of Larsen & Toubro Limited
2000	• Our Company acquired the cement business of Raymond Limited, including the Arasmeta Cement Plant
1999	• Our Company commenced its operations with the acquisition of the cement business of the Tata Iron and Steel Company Limited, including the Jojobera Cement Plant and Sonadih Cement Plant

Awards, accreditations and recognitions received by our Company

The table below sets forth some of the awards, accreditations and recognitions received by our Company.

Calendar year	Awards and accreditations
2020	• Our Company received the "Golden Peacock Innovative Product/ Service Award" awarded by the Golden Peacock Awards, instituted by the Institute of Directors, India • Our Company received the "10th CII National HR Excellence Award 2019-20 - Commendation" awarded by the Confederation of Indian Industry

Calendar year	Awards and accreditations
	• Our Company received the certificate of accreditation for the Construction Development & Innovation Centre (CDIC) from the National Accreditation Board for Testing and Calibration Laboratories • Our Company received the "Factory Safety Award Programme - 2020" for the Chittorgarh Cement Plant in the large category awarded by the Inspection Department of Factories and Boilers, Government of Rajasthan • Our Company received the "Silver Award" at the National Occupational Health & Safety Awards, 2020 for the Chittorgarh Cement Plant in the manufacturing & engineering - cement & allied sector, organised by the Occupational Health & Safety Expert Panel of the Indian Chamber of Commerce
2019	• Our Company received the "SHE Excellence Awards (Safety, Health & Environment) 2018-2019" for the Mejia Cement Plant, being the runner-up in the category of large scale manufacturing sector (up to 2500 employees) awarded by the Confederation of Indian Industry (Eastern Region) • Our Company received the "OHSSAI OH & S Award" at the OSHAI 4th Annual HSE Excellence & Sustainability Awards, 2019 • Our Company received the "Special Commendation for Golden Peacock Occupational Health & Safety Award 2019" for the Chittorgarh Cement Plant awarded by the Golden Peacock Awards, instituted by the Institute of Directors, India
2018	• Our Company received the "FICCI Corporate Social Responsibility Award 2017-2018 for Category 1: Women Empowerment - Private Sector Companies with INR 3001 Crores per annum and above" awarded by the Federation of Indian Chambers of Commerce and Industry • Our Company received the "5th CSR Impact Award" in the category of women empowerment at the India CSR Summit and Exhibition, New Delhi • Our Company received the "19th National Award for Excellence in Energy Management 2018" recognising the Mejia Cement Plant as "Energy Efficient Unit" at the National Award for Excellence in Energy Management organised by the Confederation of Indian Industry at Hyderabad
2017	• Our Company received the "FICCI Corporate Social Responsibility Award 2016-2017 - Special Jury Commendation" recognising the commendable work done by our Company as a socially responsible company
2016	• Our Company received the "SHE Excellence Awards (Safety, Health & Environment) 2015-2016" for the Mejia Cement Plant having significant controls over hazardous processes in the category of large scale manufacturing (up to 3,000 employees) awarded by the Confederation of Indian Industry (Eastern Region) • Our Company received the "17th National Award for Excellence in Energy Management 2016" recognising the Mejia Cement Plant as "Energy Efficient Unit" at the National Competition for Excellence in Energy Management organised by the Confederation of Indian Industry at Hyderabad
2014	• Our Company received the "Golden Peacock Occupational Health & Safety Award 2014" awarded by the Golden Peacock Awards, instituted by the Institute of Directors, India

Significant financial or strategic partnerships

As on the date of this Red Herring Prospectus, our Company does not have any significant strategic or financial partners.

Time/cost overrun

There have been no time/cost overruns pertaining to our business operations. For details with respect to the risks associated with time/cost overruns, see "***Risk Factors - Our proposed capacity expansion plans relating to our integrated and grinding units are subject to the risk of unanticipated delays in implementation and cost overruns.***" on page 39.

Launch of key products or services, entry into new geographies or exit from existing markets

For details of key products or services launched by our Company, entry into new geographies or exit from existing markets, see "***Business***" and "- ***Major events and milestones of our Company***" on pages 160 and 211.

Defaults or rescheduling/restructuring of borrowings with financial institutions/banks

As on the date of this Red Herring Prospectus, there are no defaults and there have been no rescheduling or restructuring of borrowings with financial institutions or banks.

Details regarding material acquisitions or divestments of business/undertakings, mergers, amalgamation, any revaluation of assets, etc. in the last 10 years

Except as disclosed below, we have not made any material acquisitions or divestments of any business or undertaking, and has not undertaken any merger, amalgamation or any revaluation of assets in the preceding 10 years.

1. Scheme of arrangement of Nirma Limited with our Company

By way of orders dated January 9, 2020 and November 25, 2019, the NCLT at Mumbai and the NCLT at Ahmedabad sanctioned a scheme of arrangement for demerger of the cement undertaking of Nirma Limited located at Nimbol, Rajasthan, with our Company under Sections 230 to 232 of the Companies Act ("**2020 Scheme**"). Pursuant to the 2020 Scheme, all the business, undertakings, activities, properties, assets and liabilities pertaining to the cement division of Nirma Limited located at Nimbol in the State of Rajasthan along with limestone mines ("**Nimbol Cement Undertaking**") were transferred and vested in our Company. The appointed date of the 2020 Scheme was June 1, 2019. The 2020 Scheme became effective on February 1, 2020, the date on which it was filed with the RoC.

Prior to the 2020 Scheme, the Nimbol Cement Undertaking and our Company were controlled directly/indirectly by the same promoters and were carrying out their respective cement businesses in overlapping markets leading to dis-synergies. The 2020 Scheme was aimed towards demerging the Nimbol Cement Undertaking from Nirma Limited and merging with our Company in order to combine the function of cement business into one entity which would help in serving existing markets and for catering to additional volume linked to new customers, enhance competitive strength, achieve reduction of administrative and operative costs, including, efficiency in light of the similar business, productivity in pooling resources, organisational efficiencies. It also aimed at creating enhanced value for shareholders and allowed focussed strategy and specialisation for sustained growth.

In terms of the 2020 Scheme, every shareholder of Nirma Limited, as on the record date of the 2020 Scheme, was issued and allotted 29 fully paid up Equity Shares of ₹ 10 each of our Company for every 100 fully paid up equity shares of ₹ 5 each held by such shareholders in Nirma Limited. For details, see "***Capital Structure - Share capital history of our Company***" on page 91.

2. Scheme of arrangement of between NU Vista and Emami Power Limited

Pursuant to an order dated December 17, 2018, the NCLT, Kolkata sanctioned a scheme of arrangement between NU Vista and Emami Power Limited under Sections 230 to 232 of the Companies Act, 2013 ("**NU Vista Demerger Scheme**"). Pursuant to the NU Vista Demerger Scheme, the entire solar power division of NU Vista i.e., (i) 10 MW solar power plant situated at Gujarat Solar Park, Santalpur, Patan, Gujarat, and (ii) 3 MW solar power plant situated at Perunali, Kamuthi, Ramnad, Tamil Nadu (including all properties, rights, permissions, licenses, interest, liabilities and duties) were transferred to and vested in Emami Power Limited, as a going concern. The appointed date of the NU Vista Demerger Scheme was April 1, 2018. The NU Vista Demerger Scheme became effective on December 27, 2018 the date it was filed with the Registrar Of Companies, Kolkata, West Bengal.

In terms of the NU Vista Demerger Scheme, every shareholder of Emami Power Limited, as on the record date of the NU Vista Demerger Scheme, was issued and allotted 470 fully paid up equity shares of ₹ 10 each of NU Vista for every 1,000 fully paid up equity shares of ₹ 10 each held by such shareholders Emami Power Limited.

3. ***Acquisition of the Bhabua Cement Plant by the Subsidiary, NU Vista from Eco Cements Limited, on a slump sale basis***

Pursuant to the business transfer agreement dated April 20, 2018, executed by and among, Eco Cements Limited ("**Eco Cements**") and NU Vista (formerly, Emami Cement Limited) in terms of which, the business of Eco Cements of manufacturing, grinding, processing, treating and refining cement comprising, among others, Bhabua Cement Plant with an installed capacity of 0.60 MMTPA (with approvals for production up to 1.00 MMTPA) has been transferred to NU Vista, on a slump sale basis, in the manner set out in the business transfer agreement, for a consideration of ₹ 2,450.00 million.

4. ***Scheme of amalgamation of Nirchem Cement Limited with our Company***

Pursuant to the divestment by Lafarge group in our Company in the year 2016, Nirchem Cement Limited, an erstwhile wholly-owned subsidiary of Nirma Limited, acquired the cement and other related business of Lafarge group by way of acquiring all the Equity Shares of our Company held by Lafarge group.

By way of an order dated April 6, 2017, the NCLT at Mumbai sanctioned a scheme of amalgamation of Nirchem Cement Limited ("**Nirchem**"), an erstwhile wholly-owned subsidiary of Nirma Limited, with our Company under Sections 230 to 232 of the Companies Act, 2013 ("**2017 Scheme**"). Pursuant to the 2017 Scheme, all the business and undertakings of Nirchem (including the assets, liabilities, licenses, contracts, deeds, agreements, intellectual properties and employees) were transferred and vested in our Company. The appointed date of the 2017 Scheme was October 4, 2016. The 2017 Scheme became effective on April 19, 2017, the date on which it was filed with the RoC.

Prior to the 2017 Scheme, our Company was a wholly-owned subsidiary of Nirchem. Nirchem and our Company were in the same business of manufacturing and sale of cements and other related products, and ready-made mix. The 2017 Scheme was aimed towards achieving business and commercial objectives, including, efficiency in light of the similar business, administrative and operational rationalisation, organisational efficiencies, reduction in overheads, administrative and operations costs and optimal utilisation of various resources. It also aimed at eliminating multilayered structure and reduce managerial overlap.

In terms of the 2017 Scheme, every shareholder of Nirchem, as on the effective date of the 2017 Scheme, was issued and allotted five Equity Shares of ₹ 10 each of our Company for every 100 equity shares ₹ 10 each held by such shareholders in Nirchem. Further, the NCDs and the CCDs issued by Nirchem were transferred to and vested in our Company as if such securities were issued by our Company. The equity shares held by Nirchem in our Company were cancelled on and from the effective date, reflected as reduction of the equity share capital of our Company and Nirchem was subsequently dissolved without winding up in accordance with the provisions of the Companies Act, 1956. For details, see "***Capital Structure - Share capital history of our Company***" on page 91.

Pursuant to the 2017 Scheme, upon the 2017 Scheme becoming effective, the authorised share capital of our Company increased from ₹ 48,011,100,000 divided into 3,801,110,000 Equity Shares of ₹ 10 each and 1,000,000,000 preference shares of ₹ 10 each to ₹ 88,011,100,000 divided into 7,801,110,000 Equity Shares of ₹ 10 each and 1,000,000,000 preference of ₹ 10 each and appropriate amendments were made to the Memorandum of Association and the Articles of Association. For details, see "- ***Amendments to the Memorandum of Association***" on page 210.

5. ***Scheme of amalgamation of Lafarge Aggregates and Concrete India Limited, Arasmeta Coal Mining Private Limited, LI Cement Private Limited, LI Eastern Private Limited with our Company***

Prior to the divestment by Lafarge group in our Company, by way of an order dated February 13, 2015, the Bombay High Court sanctioned a scheme of amalgamation of Lafarge Aggregates and Concrete India Limited ("**LACIPL**"), Arasmeta Coal Mining Private Limited ("**ACPL**"), LI Cement Private Limited ("**LICPL**") and LI Eastern Private Limited ("**LIEPL**") with our Company under Sections 391 to 394 of the Companies Act, 1956 ("**2015 Scheme**"). Pursuant to the 2015 Scheme, all the business and undertakings of LACIPL, APCL, LICPL, and LIEPL (including the assets, liabilities, licenses, contracts, deeds, agreements, intellectual properties and employees) were transferred and vested in our Company. The appointed date of the 2015 Scheme was April 1, 2014. The 2015 Scheme became effective on March 31, 2015, the date on which it was filed with the RoC.

Prior to the 2015 Scheme, LACIPL, ACPL, LICPL and LIEPL were wholly-owned subsidiaries of our Company, engaged in business which were similar/ancillary to the business of our Company. The 2015 Scheme was aimed towards simplification of corporate structure and appropriate consolidation of activities with pooling and more

efficient utilisation of their resources, including, efficiency in light of the similar business, greater economies of scale, reduction in overheads, reduction in other expenses and compliances and improvement in various operating parameters and better resource management.

In terms of the 2015 Scheme, all the equity shares of LACIPL, ACPL, LICPL and LIEPL held by our Company and its nominees were cancelled on and from the effective date, and LACIPL, ACPL, LICPL and LIEPL were subsequently dissolved without winding up in accordance with the provisions of the Companies Act, 1956.

Pursuant to the 2015 Scheme, upon the 2015 Scheme becoming effective, the authorised share capital of our Company increased from ₹ 30,000,000,000 divided into 2,000,000,000 Equity Shares of ₹ 10 each and 1,000,000,000 preference shares of ₹ 10 each to ₹ 48,011,100,000 divided into 3,801,110,000 Equity Shares of ₹ 10 each and 1,000,000,000 preference shares of ₹ 10 each and appropriate amendments were made to the Memorandum of Association and the Articles of Association. For details, see "- ***Amendments to the Memorandum of Association***" on page 210.

6. ***Scheme of amalgamation of Lafarge Rajasthan Cement Limited with our Company***

By way of an order dated August 5, 2011, the Bombay High Court sanctioned a scheme of amalgamation of Lafarge Rajasthan Cement Limited ("**LRCL**") with our Company under Sections 391 to 394 of the Companies Act, 1956 ("**2011 Scheme**"). Pursuant to the 2011 Scheme, all the business, undertakings, activities, properties, assets and liabilities pertaining to the LRCL were transferred and vested in our Company. The appointed date of the 2011 Scheme was April 1, 2010. The 2011 Scheme became effective on September 7, 2011, the date on which it was filed with the RoC.

Prior to the 2011 Scheme, LRCL was a wholly-owned subsidiary of our Company. LRCL and our Company were in the same business of manufacturing and sale of cements and other related products. The 2011 Scheme was aimed towards bringing synergies of operation, better economies of scale in production and distribution, increase in operational efficiency, economies in administrative expenditure. It also aimed at increasing the financial strength, improving technical know-how, allow the merged entity to exploit the improved marketing and distribution networks and project execution capabilities.

In terms of the 2011 Scheme, all the equity shares of LRCL held by our Company and its nominees were cancelled on and from the effective date, and LRCL were subsequently dissolved without winding up in accordance with the provisions of the Companies Act, 1956. Further, pursuant to the 2011 Scheme, there were no issue and allotment of equity shares to our Company as our Company and its nominees were the only shareholders of LRCL.

Summary of material agreements

1. ***Debenture subscription agreement dated July 3, 2020 ("Debenture Subscription Agreement") entered into among our Company, Niyogi Enterprise Private Limited and Kotak Special Situations Fund ("Kotak Fund")***

For the purpose of facilitating the acquisition of entire share capital of NU Vista, our Company, the Corporate Promoter entered into the Debenture Subscription Agreement with Kotak Fund, pursuant to which 50,000,000 fully paid compulsorily and mandatorily convertible debentures of face value of ₹ 100 each ("**Kotak CCDs**") were allotted to Kotak Fund for a total consideration of ₹ 5,000.00 million. The Kotak CCDs carry a rate of interest of 0.001% which is required to be paid annually from the date of issuance. The Kotak CCDs were allotted by our Company to Kotak Fund on July 13, 2020.

In terms of the Debenture Subscription Agreement, at any time during a period of 48 months commencing from the closing date (as defined under the Debenture Subscription Agreement) ("**IPO Period**"), if our Company proposes to list the Equity Shares on the Stock Exchanges by way of an initial public offering of the Equity Shares, the Kotak CCDs are required to be converted into Equity Shares on the last possible date immediately prior to the Company filing the Red Herring Prospectus with the relevant authorities. Further, the Kotak CCDs are mandatorily required to be converted into Equity Shares after 10 years from the closing date (as defined under the Debenture Subscription Agreement). The price of conversion of the Kotak CCDs and the number of Equity Shares to be issued on such conversion, shall be determined in accordance with the mechanism set out in the Debenture Subscription Agreement and the Debenture Holders Agreement (as defined below).

The Company and the Corporate Promoter have agreed to indemnify Kotak Fund and its affiliates (as defined under the Debenture Subscription Agreement) against losses arising out of, among other things, breach or misrepresentation of any representations and warranties provided jointly and severally by the Company and the

Corporate Promoter to Kotak Fund which are detailed in the Debenture Subscription Agreement ("**Warranties**"). With respect to the above, the indemnity claim does not cover losses caused due to the breach of the Warranties where the quantum of such loss does not exceed ₹ 5.00 million. The Company and the Corporate Promoter are not liable to indemnify unless and until the aggregate of all indemnification claims for breach of the Warranties under the Debenture Subscription Agreement exceeds ₹ 50.00 million ("**Threshold Amount**"), in which case the Company and the Corporate Promoter are liable to pay the amounts aggregated for the purposes of reaching the Threshold Amount and not just the amount by which such Threshold Amount is exceeded. The aggregate cumulative liability of the Company and the Corporate Promoter for all indemnification claims pursuant to the Debenture Subscription Agreement for breaches of the Warranties is limited to actuals and does not exceed ₹ 2,000.00 million.

Each of the parties to the Debenture Subscription Agreement have provided customary representations and warranties to the other parties, including power and authority to enter into the agreement, performance of their respective obligations and non-violation or conflict with any applicable law.

The Kotak CCDs were converted into 15,751,303 Equity Shares on July 24, 2021 at a conversion price of ₹ 317.43 per Kotak CCD.

2. ***Debenture holders and shareholders agreement dated July 3, 2020 by and amongst our Company, Niyogi Enterprise Private Limited, Kotak Special Situations Fund ("Kotak Fund"), Suketu Shah, Paresh Sheth, Satish Shah, Ajay Khushu, Sharad Shrimali, Vatsal Vaishnav, Karsanbhai Patel, Shantaben Patel, Rakesh Karsanbhai Patel, Hiren Karsanbhai Patel, Rajalben Patel, Keyuriben Patel and Dhruvil Patel and the amendment agreements dated April 13, 2021 and July 9, 2021 by and amongst our Company, Niyogi Enterprise Private Limited, Kotak Fund, Suketu Shah, Paresh Sheth, Manan Shah, Ajay Khushu, Sharad Shrimali, Vatsal Vaishnav, Karsanbhai Patel, Shantaben Patel, Rakesh Karsanbhai Patel, Hiren Karsanbhai Patel, Rajalben Patel, Keyuriben Patel and Dhruvil Patel ("Other Shareholders") ("Debenture Holders Agreement")***

In relation to the Kotak CCDs issued to Kotak Fund by our Company in terms of the Debenture Subscription Agreement, our Company, the Corporate Promoter, Kotak Fund and Other Shareholders entered into the Debenture Holders Agreement to set out the terms and conditions of the relationship of the debenture holder and the shareholders of our Company and certain matters connected therewith. The key provisions of the Debenture Holders Agreement are summarised below:

(a) *Board of directors/observer:* In terms of the Debenture Holders Agreement, after the IPO Period, Kotak Fund has the right to nominate one non- executive director each on our Board and on the board of directors of NU Vista. In the event Kotak Fund has not appointed a director, Kotak Fund has a right to appoint an observer each to the board of directors of our Company and NU Vista. Such appointed observer shall have the right to attend any and all meetings of the Board and the board of directors of NU Vista, as the case may be, including committees thereto, but, shall not have a right to participate in and/or exercise any rights (including any voting rights).

(b) *Anti-dilution rights:* The Debenture Holders Agreement contains anti-dilution rights granted to Kotak Fund in the event of any issuance of Equity Shares or convertible instruments after the closing date (as defined under the Debenture Holders Agreement) at a price lower than the Kotak CCD conversion price ("**Lower Price**"). Such rights include: (a) right to convert the Kotak CCDs at the Lower Price, and/or (b) the issuance of Equity Shares / CCDs to Kotak Fund by way of a bonus issuance or a rights issuance or through a top-up of such securities by the Corporate Promoter to Kotak Fund or by any other method reasonably required by Kotak Fund and reasonably acceptable to the Company and the Corporate Promoter, in case of (i) any issuance of Equity Shares or convertible instruments after the conversion of the Kotak CCDs, or (ii) such Lower Price cannot be used to convert the Kotak CCDs into Equity Shares under applicable law;

(c) *Promoter top-up:* The Debenture Holders Agreement contains certain mechanisms with respect to arriving at the minimum enterprise valuation with respect to Company and the minimum price of the Equity Shares to be offered in the event of an initial public offering by the Company ("**Minimum IPO Price**"). In the event the Offer Price is less than such Minimum IPO Price (as determined in accordance with the Debenture Holders Agreement), or where, after conversion of the Kotak CCDs, the Company has issued Equity Shares at the Lower Price, the Corporate Promoter or the Other Shareholders, as the case may be, are required to transfer such number of Equity Shares held by them to Kotak Fund such that

the weighted average cost of acquisition of Equity Shares for Kotak Fund aligns with the Offer Price or the Lower Price, as the case may be.

(d) *Tag-along rights:* In terms of the Debenture Holders Agreement, Kotak Fund has the right to sell all the Kotak CCDs or Equity Shares held by it in the event the Corporate Promoter or any of the Other Shareholders propose to, directly or indirectly, transfer Equity Shares held by them to any third party purchaser. However, such rights do not apply in case of any inter-se transfer among the Corporate Promoter or the Other Shareholders and their respective groups (as identified in accordance with the Debenture Holders Agreement).

(e) *Right of first offer:* During the IPO Period, Kotak Fund is required to provide right of first offer to the Corporate Promoter to purchase all the Kotak CCDs/ Equity Shares of Kotak Fund, in the event Kotak Fund is proposing to sell the Kotak CCDs/Equity Shares held by it.

(f) *Transfer of equity shares:* The Debenture Holders Agreement contains certain transfer restrictions *vis-a-vis* the Equity Shares. For example, the Corporate Promoter and the Other Shareholders are together required to hold at least 51% shareholding in our Company. Further, the Corporate Promoter and the Other Shareholders are restricted from creating an encumbrance on more than 49% of the shareholding in the Company. Further, after the expiry of the IPO Period, Kotak Fund has the right to sell the Kotak CCDs/Equity Shares held by it to any person (including any strategic investor);

(g) *Consent rights:* As per the Debenture Holders Agreement, there are certain corporate matters pertaining to our Company in respect of which our Company is required to obtain a prior written consent from Kotak Fund for certain actions such as incurring additional indebtedness other than for the purpose of refinancing existing loans, undertaking any merger, spin-off, consolidation, reorganisation or implement any scheme of amalgamation or reconstruction.

(h) *IPO & Exit rights:* As per the Debenture Holders Agreement, our Company is required to undertake an initial public offering within the IPO Period. Immediately prior to the filing of the Red Herring Prospectus with the RoC, the Kotak CCDs shall be converted to the Equity Shares at a price per Equity Share determined in accordance with the mechanism set out in the Debenture Subscription Agreement. In the event our Company fails to complete the listing of the Equity Shares on the stock exchanges on the expiry of the IPO Period, our Company and the Corporate Promoter is required to initiate steps to provide an exit to Kotak Fund by way of acquisition of all the Equity Shares held by Kotak Fund at a minimum amount and within stipulated timelines.

(i) *Pledge:* The Corporate Promoter is required to pledge 26% of Equity Share Capital at the end of the IPO Period, in order to facilitate the pledge in accordance with Debenture Holders Agreement, the Company, the Corporate Promoter and Kotak Fund have entered into a springing share pledge agreement dated July 3, 2020 ("**Springing Share Pledge Agreement**").

As per the Springing Share Pledge Agreement, the Corporate Promoter and the Company are required to intimate steps to provide an exit to Kotak Fund by acquisition of all the Kotak CCDs/ Equity Share held by it at such amount determined by Kotak Fund, within six months from the end of the IPO Period. In the event such exit is not provided within the stipulated timeline, Kotak Fund is entitled to invoke the pledge over 26% of the Equity Shares held by the Corporate Promoter and Corporate Promoter is required to transfer, deposit and maintain the pledged Equity Shares in a specific demat account.

Further, in terms of the Debenture Holders Agreement, at any time prior to the expiry of the tenure of the Kotak CCDs, our Company had an option to convert the Kotak CCDs into Equity Shares at any time at the floor valuation of the Company i.e. maximum of 26,248,672 Equity Shares at a conversion price of ₹ 190.49 per CCD. Such option, if exercised by our Company, would be subject to approval by the Company in the meeting of the Board of Directors. The Kotak CCDs were converted into 15,751,303 Equity Shares on July 24, 2021 at a conversion price of ₹ 317.43 per Kotak CCD.

The rights of Kotak Fund under the Debenture Holders Agreement and the Springing Share Pledge Agreement (including the rights mentioned in para (a) to (i) above) shall, without the requirement of any further action or deed by any of the parties, be terminated on the date of the filing of the Red Herring Prospectus by the Company with the Stock Exchanges pursuant to the Offer.

3. ***Share purchase agreement dated February 6, 2020 entered into among the Company, Emami Cement Limited (now, NU Vista) and Suntrack Commerce Private Limited, Diwakar Viniyog Private Limited, Bhanu Vyapaar Private Limited, Radhe Shyam Goenka, Radhe Shyam Agarwal, Manish Goenka, Aditya Vardhan Agarwal, Harsh Vardhan Agarwal, Mohan Goenka and certain other existing shareholders of NU Vista (collectively, "Transferors") read along with the subsequent amendment agreement dated July 10, 2020 ("NU Vista SPA")***

NU Vista is a wholly-owned subsidiary of our Company. Pursuant to the NU Vista SPA, our Company purchased 242,075,000 equity shares of ₹ 10 each of NU Vista from the Transferors for a total enterprise valuation of ₹ 55,000.00 million and as of the date of this Red Herring Prospectus, our Company along with our nominees hold the entire issued and paid-up share capital of NU Vista. Pursuant to the NU Vista SPA, the Transferors have agreed that neither they nor their respective affiliates and members belonging to the Emami group, (a) will use any intellectual property (including the word "Double Bull") that is owned by NU Vista or any name consisting of such intellectual property or (b) will make an application for an intellectual property owned by the Company. Further, a transitional user letter dated July 21, 2020 was issued by Emami Limited to NU Vista for the limited use of the name "Emami" and various intellectual properties, in an agreed form during the transition period post the acquisition pursuant to the NU Vista SPA. In consideration for the user rights of the name "Emami" and intellectual properties, NU Vista was required to pay a consideration of ₹ 100,000 to Emami Limited for the transition period. Additionally, the Transferors have also provided certain security to our Company with respect to specific indemnities under the NU Vista SPA. For further details on NU Vista, see "***- Subsidiary and associates - NU Vista***" below.

Other material agreements

1. ***Joint venture agreement dated March 20, 2009 between IST Steel and Power Limited ("ISTSPL"), Ambuja Cements Limited ("ACL") and Lafarge India Private Limited (now, our Company) read along with the subsequent amendment agreement dated November 4, 2009 ("JV Agreement")***

The Ministry of Coal, Government of India, by its letter dated August 5, 2008, September 23, 2008 and June 17, 2009 ("**Letters**"), contemplated making a joint allocation for the mining of the Dahegoan/Makardhokra-IV non coking coal blocks situated in the State of Maharashtra ("**Coal Block**") to our Company, IST Steel and Power Limited and Ambuja Cements Limited ("**JV Partners**").

Pursuant to the Letter and the JV Agreement, Wardha Vaalley was incorporated on January 8, 2010 as a private limited company incorporated under the provisions of the Companies Act, 1956, for the purpose of exploring, prospecting, developing, exploiting and mining beneficiate coal from the Coal Block. In terms of the JV Agreement, each of the JV Partners was allotted equity shares in Wardha Vaalley as per their respective proportionate share of reserves of the Coal Block allocated in terms of the Letters. The JV Partners are required to maintain their proportionate shareholding in Wardha Vaalley at all times. Further, each of the JV Partners are allowed to nominate directors on board proportionate to their shareholding, including their affiliates in Wardha Vaalley. Further, ISTSPL is allowed to participate in Wardha Vaalley along with its affiliates, provided the entire entitlement under the Letters and the JV Agreement shall be allocated, distributed to and used by ISTSPL only. However, ACL and our Company shall participate by themselves. The coal mined from the Coal Block shall be exclusively distributed between the JV Partners in proportion to the equity shares allotted to them. Currently, our Company holds 19.14% of the total share capital of Wardha Vaalley. For details, see "***Group Companies***" on page 243.

Agreements with the Key Managerial Personnel, the Directors, the Promoters or any other employee

As on the date of this Red Herring Prospectus, there are no agreements entered into by the Key Managerial Personnel, the Promoters, the Directors or any other employee of our Company, either by themselves or on behalf of any other person, with any shareholder or any other third party with regard to compensation or profit sharing in connection with dealings in the securities of our Company.

Holding company

As on the date of this Red Herring Prospectus, our holding company is Niyogi Enterprise Private Limited which holds 82.43% of the issued, subscribed and paid-up Share capital of our Company. For details, see "***Promoters and Promoter Group***" on page 239.

Subsidiaries and associates

As on the date of this Red Herring Prospectus, our Company has one subsidiary. Our Company does not have any associate company.

Further, an erstwhile subsidiary of the Company, Rima Eastern Cement Limited was struck off from the register of companies maintained by the Registrar of Companies, Maharashtra at Mumbai with effect from December 5, 2018 as the subsidiary did not have any assets and liabilities and the subsidiary did not intend to carry out any business or commercial activity.

NU Vista

Corporate Information

NU Vista was incorporated as "Emami Cement Limited" on June 13, 2007, as a public limited company under the Companies Act, 1956. Pursuant to a change in the name from Emami Cement Limited to NU Vista Limited, a new certificate of incorporation dated June 4, 2020 was issued by the Registrar of Companies, Kolkata, West Bengal. Its CIN is U26940MH2007PLC353160 and its registered office is located at Equinox Business Park, Tower 3, East Wing, 4th floor, LBS Marg, Kurla (West), Mumbai - 400 070, Maharashtra, India. NU Vista was acquired by our Company in July, 2020.

NU Vista is currently engaged in the business of manufacturing and sale of cement. As per the objects clause of its memorandum of association, NU Vista is permitted to carry out its business activities.

Capital structure

	Number of equity shares of face value ₹ 10 each
Authorised capital	300,000,000
Issued, subscribed and paid-up capital	242,075,000

Shareholding pattern

The following table sets forth details of the shareholding pattern of NU Vista:

S. No.	**Name of the shareholder**	**Number of equity shares of face value ₹ 10 each**	**Percentage of total equity holding (%)**
1.	Nuvoco Vistas Corporation Limited	242,074,994	100.00
2.	Vatsal Rameshchandra Vaishnav*	1	Negligible
3.	Manan Nutanbhai Shah*	1	Negligible
4.	Ajay Bhushanlal Khushu*	1	Negligible
5.	Sharad Jaynarayan Shrimali*	1	Negligible
6.	Paresh Balmukund Sheth*	1	Negligible
7.	Suketu Nareshkumar Shah*	1	Negligible
	Total	**242,075,000**	**100**

**As a nominee of our Company*

Amount of accumulated profits or losses

There is no accumulated profit or loss of NU Vista not accounted for by our Company.

For details in relation to acquisition of NU Vista by our Company, see "***- Summary of material agreements***" on page 215.

Confirmations

Listing

As on the date of this Red Herring Prospectus, the Subsidiary is not listed in India or abroad. Accordingly, the Subsidiary has not been refused listing during the last 10 years or failed to meet listing requirements by any stock exchanges in India or abroad.

Common Pursuits

Except as disclosed in "***Business***" and "***Financial Statements***" on pages 160 and 250, respectively, as on the date of this Red Herring Prospectus, the Subsidiary does not have:

i. any business interest in our Company;

ii. common pursuits with our Company; and

iii. related business transactions with our Company.

As on the date of this Red Herring Prospectus, there are no unsecured loans taken by the Subsidiary that can be recalled by the lenders at any time.

As on the date of this Red Herring Prospectus, there has been no default in repayment of deposits or payment of interest or rollover of liability by the Subsidiary.

Joint Ventures

As on the date of this Red Herring Prospectus, our Company has one joint venture, Wardha Vaalley. For details, see "***Group Companies***" on page 243.

Key terms of other subsisting material agreements

Except as disclosed in "**- *Summary of material agreements***" on page 215, our Company has not entered into any subsisting material agreements other than in the ordinary course of business of our Company.

Guarantees given by the Promoter Selling Shareholder

As on the date of this Red Herring Prospectus, no guarantee has been issued by the Promoter Selling Shareholder to any third party.

MANAGEMENT

In terms of the Articles of Association, our Company is authorised to have not less than three Directors and not more than 15 Directors. As on the date of this Red Herring Prospectus, the Board comprises six Directors, including one executive Director (i.e. the Managing Director) and five Non-executive Directors including three independent Directors, of which one is a woman Director. The present composition of the Board and its committees is in accordance with the corporate governance requirements provided under the Companies Act, 2013 and the SEBI Listing Regulations.

The Board

The details regarding the Board, as on the date of this Red Herring Prospectus, are set forth below.

Name, date of birth, designation, address, occupation, term, period of directorship and DIN of the Directors	Age (years)	Other directorships
Mr. Hiren Patel *Date of birth:* July 29, 1973 *Designation:* Chairman and Non-executive Director *Address:* S No. 821 Nima Farm, opposite YMCA Club, Sarkhej Gandhinager Road, Ahmedabad - 380 054, Gujarat, India *Occupation*: Business *Term:* Liable to retire by rotation *Period of directorship:* Since November 11, 2017 *DIN:* 00145149	48	*Indian Companies* • Nirma Limited; • Nirma Credit and Capital Private Limited; • Nirma Chemical Works Private Limited; and • Niyogi Enterprise Private Limited *Foreign Company* • Karnavati Holdings Inc., USA
Mr. Jayakumar Krishnaswamy *Date of birth:* December 3, 1965 *Designation:* Managing Director *Address:* A/1401, Ideal Apartments CHS, Gulmohar Road, Juhu, Mumbai - 400 049, Maharashtra, India *Occupation*: Service *Term:* Five years with effect from September 17, 2018 *Period of directorship:* Since September 17, 2018 *DIN:* 02099219	55	*Indian Company* • NU Vista Limited

Name, date of birth, designation, address, occupation, term, period of directorship and DIN of the Directors	Age (years)	Other directorships
Mr. Kaushikbhai Patel *Date of birth:* December 2, 1955 *Designation:* Non-executive Director *Address:* 5, Tapas Bungalow, near Setu Bunglow, opposite Rivera -11, Vejalpur, Ahmedabad - 380 051, Gujarat, India *Occupation*: Professional (Chartered Accountant) *Term:* Liable to retire by rotation *Period of directorship:* Since November 9, 2017 *DIN:* 00145086	65	*Indian Company* • Nirma Limited
Mr. Berjis Desai *Date of birth:* August 2, 1956 *Designation:* Independent Director *Address:* Flat no. 801, 12th Floor, 9A Residences, Bomanji Petit Road, Cumballa Hill, Mumbai - 400 026, Maharashtra, India *Occupation*: Practising lawyer *Term:* Five years with effect from January 3, 2017 *Period of directorship:* Since January 3, 2017 *DIN:* 00153675	64	*Indian Companies* • Deepak Fertilisers and Petrochemicals Corporation Limited; • Praj Industries Limited; • The Great Eastern Shipping Company Limited; • Man Infraconstruction Limited; • Jubilant FoodWorks Limited; • Edelweiss Financial Services Limited; • Emcure Pharmaceuticals Limited; • Star Health and Allied Insurance Company Limited; • Inventurus Knowledge Solutions Private Limited; • Vista Intelligence Private Limited; and • NU Vista Limited.
Mrs. Bhavna Doshi *Date of birth:* June 26, 1953 *Designation:* Independent Director *Address:* C-191, 19th Floor, Grand Paradi, August Kranti Marg, Kemps Corner, Mumbai - 400 036, Maharashtra, India *Occupation*: Chartered Accountant *Term:* Five years with effect from January 3, 2017 *Period of directorship:* Since January 3, 2017 *DIN:* 00400508	68	*Indian Companies* • Torrent Power Limited; • IndusInd Bank Limited; • Sun Pharma Advanced Research Company Limited; • Everest Industries Limited; • Future Generali India Life Insurance Company Limited; • LIC Pension Fund Limited; • Future Generali India Insurance Company Limited; • ICAI Accounting Research Foundation; • Connect Capital Private Limited; • Greatship (India) Limited; and • AIC NMIMS Incubation Centre.
Mr. Achal Bakeri *Date of birth:* January 9, 1960 *Designation:* Independent Director *Address:* 415, Opp. Nehru Foundation, Bodakdev, Ahmedabad - 380 054, Gujarat	61	*Indian Companies* • Symphony Limited; • Harmony Holdings Private Limited; • Sanskrut Tradecom Private Limited; • Scarlet Living Private Limited; • Arvind Fashions Limited.

Name, date of birth, designation, address, occupation, term, period of directorship and DIN of the Directors	Age (years)	Other directorships
Occupation: Business *Term:* Three years with effect from April 7, 2021 *Period of directorship:* Since April 7, 2021 *DIN:* 00397573		

Arrangement or understanding with major shareholders, customers, suppliers or others

None of the Directors have been appointed pursuant to any arrangement or understanding with the major Shareholders, customers, suppliers or others.

Brief profiles of the Directors

Mr. Hiren Patel is the Chairman and a Non-executive Director of our Company. He has been on the Board since November 11, 2017. He holds a bachelor's degree in engineering from Stevens Institute of Technology, New Jersey, USA and a master's degree in business administration from Drexel University, Pennsylvania, USA. He has been associated with the Nirma group since the year 1997. He has experience in the cement, consumer goods, chemicals and health care industry. He is presently the managing director of Nirma Limited. He is also a trustee of Nirma Education & Research Foundation, which runs the Nirma University and Nirma Vidyavihar and a member of the governing board of Nirma University.

Mr. Jayakumar Krishnaswamy is the Managing Director of our Company. He has been on the Board since September 17, 2018. He is responsible for the cement, RMX and modern building materials divisions of our Company. He holds a bachelor's degree in engineering (mechanical) from University of Delhi. He has experience across FMCG and paint and coating industry. He has previously been associated with Hindustan Unilever Limited and Akzo Nobel India Limited.

Mr. Kaushikbhai Patel is a Non-executive Director of our Company. He has been on the Board since November 9, 2017. He holds a bachelor's degree in commerce from Gujarat University. He is a qualified chartered accountant. He has experience in strategy, financial planning, mergers and acquisitions, direct tax and capital markets. He has been associated with Nirma Limited since 2002. He is currently associated with The Kalupur Commercial Co-operative Bank Limited as a director.

Mr. Berjis Desai is an Independent Director of our Company. He has been on the Board since January 3, 2017. He holds a bachelor's degree in law from the University of Bombay and a master's degree in law from University of Cambridge. He has experience in private client practice, business laws, transactional and dispute resolution. He has previously been associated as a managing partner with J. Sagar Associates, Advocates & Solicitors.

Mrs. Bhavna Doshi is an Independent Director of our Company. She has been on the Board since January 3, 2017. She holds a master's degree in commerce from University of Bombay. She is a qualified chartered accountant. She was elected to the Western India Regional Council of the ICAI and held position of Secretary and chairperson. She was also elected to the Council of ICAI and has also served as the chairperson and member of the Accounting Standards Board of India and the Research Committee of ICAI. She has been a member of the Compliance Advisory Panel of International Federation of Accountants, New York and also a member of the Government Accounting Standards Advisory Board constituted by the Controller and Auditor General of India. She was elected as the president of the Indian Merchant's Chamber and is currently serving on the President's Advisory Committee of the Indian Merchant's Chamber. She is also a member of the Corporate Governance Committee of CII and the managing committee member of Assocham. She has experience in taxation, accounting, corporate and regulatory matters. She has previously been associated as partner in chartered accountant firms like B. S. Mehta & Co., RSM & Co. and Bharat S. Raut & Co. (member firm of KPMG in India).

Mr. Achal Bakeri is an Independent Director of our Company. He has been on the Board since April 7, 2021. He holds a diploma in architecture from Centre for Environmental Planning and Technology (CEPT) Ahmedabad and a master's degree in business administration from the University of Southern California, USA. He has experience in air cooler industry. He is the promoter, chairman and managing director of Symphony Limited.

Relationship between the Directors, the Key Managerial Personnel and the Individual Promoter

Except for Mr. Hiren Patel, the Chairman and a Non-executive Director of our Company who is the son of Dr. Karsanbhai K. Patel, the Individual Promoter, none of the Directors are related to the Key Managerial Personnel or to each other or to the Individual Promoter.

Terms of appointment of the Directors

Remuneration paid to the Managing Director

Mr. Jayakumar Krishnaswamy was appointed as the Managing Director with effect from September 17, 2018 for a period of five years, pursuant to the resolution dated August 8, 2018 passed by the Board and the resolution dated October 31, 2018 passed by the Shareholders. Pursuant to the resolution dated October 31, 2018 passed by the Shareholders, and the appointment letter dated September 17, 2018, Mr. Jayakumar Krishnaswamy is entitled to the remuneration, perquisites and other benefits, the details of which are set forth below:

Particulars	Terms of remuneration
Gross salary and perquisites	He is entitled to receive remuneration of ₹ 45.02 million per annum structured into the following components: i. Salary and allowances; ii. Food coupons as per flexi option provided by our Company; iii. Contribution to provident fund, superannuation and gratuity schemes as per our Company policy; iv. Car under lease from our Company, with driver and fuel reimbursement as per entitlement and company policy; v. Club membership - as per the policy of our Company; vi. Joining bonus as per the contract of employment; and vii. Such other perquisites and on such terms and conditions as the committee and the Board may in their absolute discretion determine from time to time. The above mentioned remuneration was increased by 11% per annum for Fiscal 2020 by the resolution dated May 7, 2019 passed by the Board.
Other benefits	In addition to the above, he is also eligible for: i. Leave as per our Company rules; and ii. Mediclaim, group term life and disability insurance as per our Company's policy. He is also eligible for bonus, as per the terms of his employment and as may be decided by our Company from time to time.

He received gross remuneration of ₹ 52.05 million in Fiscal 2021 from our Company. Further, pursuant to the resolution dated May 21, 2021 passed by the Board and the approval of the Shareholders by the special resolution dated July 5, 2021 passed by the Shareholders, he received an excess remuneration of ₹ 2.10 million which was in excess of the maximum remuneration permissible under the Companies Act, 2013.

Remuneration paid/payable to the Non-executive Directors and the Independent Directors

Pursuant to the resolution dated April 7, 2021 passed by the Board, the Non-executive Directors are entitled to receive sitting fees of ₹ 75,000 per meeting for attending meetings of our Board (including Independent Directors meeting) and ₹ 50,000 per meeting for attending meeting of any other committee of the Board. Further, the Non-executive Directors are entitled to an annual commission of ₹ 1.20 million calculated proportionality on basis of the number of Board meetings attended by them.

Pursuant to the special resolution dated November 6, 2019 passed by the Shareholders, the Directors are entitled to receive commission exceeding 1% p.a. of the net profits of our Company which shall be computed in accordance

with the provisions of section 198 of the Companies Act, 2013, in respect of each financial year commencing from April 1, 2019 and shall be distributed between the Directors in the manner to be determined by the Board, from time to time. Such commission shall not exceed 6% p.a. of the net profits computed in accordance with the provisions of section 198 of the Companies Act, 2013 and shall be in addition to the fees payable to the Directors for attending the meetings of the Board or committee or for any other purpose as may be decided by the Board from time to time and reimbursement of expenses for participation in the Board and other meetings.

Pursuant to the special resolution dated March 13, 2020 passed by the Shareholders, Mr. Hiren Patel is entitled to receive commission of 2% p.a. of the net profits of our Company which shall be computed in accordance with the provisions of section 198 of the Companies Act, 2013, in respect of each financial year commencing from April 1, 2019 for a period of five years. Such commission shall be in addition to the fees payable to Mr. Hiren Patel for attending the meetings of the Board or committee or for any other purpose as may be decided by the Board from time to time and reimbursement of expenses for participation in the Board and other meetings.

The details of remuneration paid to the Non-executive Directors and Independent Directors in Fiscal 2021 are set forth below:

S. No.	Name of the Director	Sitting fees *(in ₹ million)*	Commission* *(in ₹ million)*
1.	Mr. Hiren Patel	Nil	79.73
2.	Mr. Kaushikbhai Patel	0.33	Nil
3.	Mr. Suketu Shah**	Nil	Nil
4.	Mr Berjis Desai	0.63	0.73
5.	Mrs. Bhavna Doshi	0.58	0.85
6.	Mr. Achal Bakeri***	-	-
Total		**1.54**	**81.31**

** Commission for Fiscal 2020 has been paid during Fiscal 2021.*

*** Resigned in Fiscal 2022.*

**** Appointed in Fiscal 2022.*

Remuneration paid or payable from the Subsidiary

None of the Directors has been paid any remuneration from the Subsidiary, including any contingent or deferred compensation accrued for Fiscal 2021.

Bonus or profit sharing plan for the Directors

Except the commission received by the Directors and the variable pay received by the Managing Director, our Company does not have any bonus or profit sharing plan for the Directors.

Shareholding and NCDs holding of the Directors

As per the Articles of Association, the Directors are not required to hold any qualification shares.

Except for 8,452,127 Equity Shares held individually, and 279,641 Equity Shares held jointly with Mrs. Rajalben H. Patel by Mr. Hiren Patel, the Chairman and Non-executive Director, none of the Directors, directly or indirectly, hold Equity Shares, as on the date of this Red Herring Prospectus.

Except as disclosed below, none of the Directors, directly or indirectly, hold any NCDs of the Company, as on the date of this Red Herring Prospectus:

Sr. No.	Name of the director	No. of NCDs of face value of ₹ 1,000,000 each held
1.	Mr. Kaushikbhai Patel	5
2.	Mr. Kaushikbhai Patel jointly with Mr. Pranav S. Patel	18
3.	Mr. Kaushikbhai Patel jointly with Mrs. Toralben K. Patel	15
4.	Mrs. Toralben K. Patel jointly with Mr. Kaushikbhai Patel, Jayantlal Shah and Surendrabhai Patel	10

Service contracts with the Directors

There are no service contracts entered into by the Directors with the Company which provide for benefits upon termination of employment.

Contingent and deferred compensation payable to the Directors

Except for variable pay of the Managing Director and the commission of the relevant Directors of Fiscal 2021 which has been paid in Fiscal 2022, there is no contingent or deferred compensation accrued for Fiscal 2021, including any compensation payable to the Directors at a later date.

Interest of the Directors

All the Non-executive Directors may be deemed to be interested to the extent of commission, sitting fees and reimbursements, if any, payable to them for attending meetings of the Board or committees thereof and the Managing Director may be deemed to be interested to the extent of remuneration and reimbursement of expenses, if any, payable to him by our Company. For further details, see "***-Terms of appointment of the Directors***" on page 224.

Mr. Hiren Patel holds position as director on the board of directors of the Corporate Promoter. Mr. Jayakumar Krishnaswamy as the managing director and Mr. Berjis Desai hold position as independent director on the board of directors of the Subsidiary.

Some of the Directors may be interested to the extent of Equity Shares and NCDs, if any, held by them or held by the entities in which they are associated as partners, or that may be subscribed by or allotted to the companies, firms, ventures, trusts in which they are interested as promoters, directors, partners, proprietors, members or trustees, pursuant to the Offer and any dividend, interest and other distributions payable in respect of such Equity Shares and NCDs.

No sum has been paid or agreed to be paid to the Directors or to firms or companies in which they may be members, in cash or shares or otherwise by any person either to induce him/ her to become, or to qualify him/ her as, a Director, or otherwise for services rendered by him/ her or by such firm or company, in connection with the promotion or formation of our Company.

Except as stated otherwise in *"**Financial Statements- 43. Related Party Relationships, Transactions and Balances**"* on page 320, none of the Directors is related to the beneficiaries of loans, advances and sundry debtors of our Company, Subsidiary and Group Companies.

There are no outstanding loans availed of by the Directors from our Company.

None of the Directors have any interest in any property acquired or proposed to be acquired by our Company except to the extent of: (a) the interest of Mr. Hiren Patel as the shareholder and the interest of Mr. Hiren Patel and Mr. Kaushikbhai Patel as directors on board of directors of Nirma Limited, one of the Group Companies, pursuant to the 2020 Scheme, whereby all the properties pertaining to the cement undertaking of Nirma Limited located at Nimbol in the State of Rajasthan along with limestone mines were transferred and vested in our Company. The appointed date of the 2020 Scheme was June 1, 2019 and the effective date of the 2020 Scheme was February 1, 2020; and (b) the interest of Mr. Hiren Patel as the shareholder of Constera Realty Private Limited, one of the Group Companies, with respect to an office premises purchased by our Company from Constera Realty Private Limited in the year 2020 for a consideration of ₹ 187.45 million.

None of the Directors have any interest in the promotion or formation of our Company as on the date of this Red Herring Prospectus.

None of the Directors have any interest in any transaction by our Company for acquisition of land, construction of building or supply of machinery, etc., except to the extent of: (a) the interest of Mr. Hiren Patel as the shareholder and the interest of Mr. Hiren Patel and Mr. Kaushikbhai Patel as directors on board of directors of Nirma Limited, one of the Group Companies, pursuant to the 2020 Scheme, whereby all the properties pertaining to the cement undertaking of Nirma Limited located at Nimbol in the State of Rajasthan along with limestone mines were transferred and vested in our Company. The appointed date of the 2020 Scheme was June 1, 2019 and the effective date of the 2020 Scheme was February 1, 2020, and (b) the interest of Mr. Hiren Patel as the shareholder of Constera Realty Private Limited, one of the Group Companies, with respect to an office premises

purchased by our Company from Constera Realty Private Limited in the year 2020 for a consideration of ₹ 187.45 million.

Directorships of the Directors in listed companies

None of the Directors are, or for the five years prior to the date of this Red Herring Prospectus, have been on the board of directors of any listed company whose shares have been/were suspended from being traded on any of the stock exchanges, during his/her tenure.

Except as disclosed below, none of the Directors has been or is a director on the board of directors of any listed company which has been /was delisted from any stock exchange, during his/her tenure:

Name of Director	Name of the company delisted	Name of the stock exchange on which company was listed	Date of the delisting on the stock exchange(s)	Compulsory/ Voluntary delisting	Reasons for delisting	If relisted, date of relisting on the stock exchange	Term of the Director in the company
Mr. Hiren Patel	Nirma Limited	BSE NSE and ASE	March 28, 2012 (BSE and NSE) and March 14, 2005 (ASE)	Voluntary	BSE and NSE Change in the business mix and better management of the company ASE - Low volume in trading and reduction in administrative costs	No	Appointed as an additional director on February 4, 1997 and a director from August 20, 1997. Appointed as a managing director since May 1, 2006. The present term as a managing director expires on April 30, 2026
Mr. Kaushikbhai Patel	Nirma Limited	BSE NSE and ASE	March 28, 2012 (BSE and NSE) and March 14, 2005 (ASE)	Voluntary	BSE and NSE Change in the business mix and better management of the company ASE - Low volume in trading and reduction in administrative costs	No	Appointed as an additional director from June 6, 2002 and as a director from September 9, 2002.

Changes in the Board during the last three years

The changes in the Board during the three years immediately preceding the date of this Red Herring Prospectus are set forth below.

Name of Director	Date of Change	Reasons
Mr. Achal Bakeri	April 7, 2021	Appointed as Independent Director(1)
Mr. Suketu Shah	April 7, 2021	Resigned as a non-executive Director
Mr. Hiren Patel	February 12, 2019	Designated as Chairman
Mr. Kaushikbhai Patel	October 17, 2018	Change in designation from Independent Director to non-independent non-executive Director
Mr. Jayakumar Krishnaswamy	September 17, 2018	Appointed as Director(2) and Managing Director(3)

(1) Regularised as an Independent Director pursuant to the resolution dated April 7, 2021 passed by the Shareholders.

(2) Regularised as a Director pursuant to the resolution dated September 27, 2018 passed by the Shareholders.

(3) Regularised as the Managing Director pursuant to the resolution dated October 31, 2018 passed by the Shareholders.

Borrowing powers

Pursuant to the Articles of Association and applicable provisions of the Companies Act, 2013 and pursuant to the resolution dated April 7, 2021 passed by the Board and the special resolution dated April 7, 2021 passed by the Shareholders, our Board is entitled to borrow money, as and when required, including without limitation, from any bank, financial institution, foreign lender, body corporate, entity, either in rupees or in such other foreign currencies as may be permitted by law from time to time and in any manner, in any form, long/short-term borrowings, fund based/non-fund based working capital facility (including consortium banking, if any), issue of securities/debentures, external commercial borrowings, with or without providing security or in any other manner and upon such terms and conditions, as may be deemed appropriate by the Board for an aggregate amount not exceeding a sum of ₹ 100,000 million, notwithstanding that the money so borrowed together with the monies already borrowed by our Company, if any (apart from the temporary loans obtained or to be obtained from time to time from the bankers in the ordinary course of business and remaining outstanding) exceed the aggregate of the paid-up share capital, free reserves and securities premium of our Company.

Corporate governance

The provisions of the SEBI Listing Regulations with respect to corporate governance will be applicable to our Company immediately upon the listing of the Equity Shares with the Stock Exchanges. Our Company is in compliance with the requirements of the applicable regulations, including the SEBI Listing Regulations, the Companies Act, 2013 and other applicable regulations of SEBI, in respect of corporate governance including in respect of the constitution of the Board and its committees thereof, and formulation and adoption of policies.

As on the date of this Red Herring Prospectus, we have six Directors on the Board, comprising one executive Director (i.e. the Managing Director) and five Non-executive Directors including three independent Directors. The Managing Director of the Board, Mr. Jayakumar Krishnaswamy, is an executive Director. Further, we have one woman Independent Director on the Board. In compliance with Section 152 of Companies Act, 2013, not less than two-thirds of the Directors (excluding Independent Directors) are liable to retire by rotation.

Board committees

Our Company has constituted the following committees of the Board in terms of the SEBI Listing Regulations and the Companies Act, 2013:

(a) Audit Committee;

(b) Nomination and Remuneration Committee;

(c) Corporate Social Responsibility Committee;

(d) Stakeholders Relationship Committee; and

(e) Risk Management Committee.

Audit Committee

The Audit Committee was constituted by the meeting of the Board held on April 10, 2001 and was last reconstituted by the meeting of the Board held on April 7, 2021.The Audit Committee is in compliance with Section 177 of the Companies Act, 2013 and Regulation 18 of the SEBI Listing Regulations. The members of the Audit Committee are:

(a) Mrs. Bhavna Doshi (*Chairperson*);

(b) Mr. Berjis Desai; and

(c) Mr. Kaushikbhai Patel.

The Company Secretary shall act as the secretary to the Audit Committee.

Scope and terms of reference: The terms of reference of the Audit Committee shall include the following:

The Audit Committee shall have powers, including the following:

(a) to investigate any activity within its terms of reference;

(b) to seek information from any employee;

(c) to obtain outside legal or other professional advice; and

(d) to secure attendance of outsiders with relevant expertise, if it considers necessary

The role of the Audit Committee shall include the following:

(a) recommend the appointment, remuneration and terms of appointment of auditors of the Company;

(b) review and monitor the auditor's independence and performance, and effectiveness of the audit process;

(c) examine the financial statement and the auditors' report thereon, in particular the investments made by unlisted subsidiaries;

(d) approve transactions of the Company with related parties (including omnibus approval) and any subsequent modification thereof and review, at least on a quarterly basis, the details of related party transactions entered into by the Company pursuant to each omnibus approval provided;

(e) approve the transactions referred to in Section 188 of the Companies Act, 2013 between the Company and its wholly owned subsidiary company;

(f) make recommendation to the Board, in case of transactions, other than transactions referred to in Section 188 of the Companies Act, 2013 entered with, other than wholly owned subsidiary company, and where the Audit Committee does not approve the same;

(g) ratify the transactions for an amount as specified in Section 177 of the Companies Act, 2013, entered into by a director or official of the Company, if not, approved by the Audit Committee within three months from the date of the transaction;

(h) scrutinise inter-corporate loans and investments;

(i) undertake valuation of undertakings or assets of the Company, wherever it is necessary;

(j) evaluate internal financial controls and risk management systems;

(k) review/ monitor with the management, the statement of uses/application of funds raised through an issue (public issue, rights issue, preferential issue, etc.), the statement of funds utilised for purposes other than those stated in the offer document/prospectus/notice and the report submitted by the monitoring agency monitoring the utilisation of proceeds of a public or rights issue, and making appropriate recommendations to the Board to take up steps in this matter;

(l) call for the comments of the auditors about internal control systems, the scope of audit, including the observations of the auditors and review of the financial statements before their submission to the Board and discuss any related issues with internal and statutory auditors and management of the Company;

(m) review with the management, the annual financial statements and auditor's report thereon (both standalone and consolidated) before submission to the Board for approval, with particular reference to:

    i. matters required to be included in the Directors' Responsibility Statement to be included in the Board's report under Section 134(3)(c) of the Companies Act, 2013;

    ii. changes, if any, in accounting policies and practices and reasons for the same;

    iii. major accounting entries involving estimates based on the exercise of judgment by management;

    iv. significant adjustments made in the financial statements arising out of audit findings;

v. compliance with listing and other legal requirements relating to financial statements;

vi. disclosure of any related party transactions; and

vii. modified opinion(s) in the draft audit report;

(n) review with the management, the quarterly and half year financial statements before submission to the Board for approval;

(o) review the adequacy of internal audit function, if any, including the structure of the internal audit department, staffing and seniority of the official heading the department, reporting structure coverage and frequency of internal audit;

(p) discuss with internal auditors of any significant findings and follow up there on;

(q) review the findings of any internal investigations by the internal auditors into matters where there is suspected fraud or irregularity or a failure of internal control systems of a material nature and reporting the matter to the Board;

(r) discuss with the statutory auditors, before the audit commences about the nature and scope of audit and post-audit, to ascertain any area of concern;

(s) look into the reasons for substantial defaults in the payment to the depositors, debenture holders, shareholders (in case of non-payment of declared dividends) and creditors;

(t) review the functioning of the whistle blower mechanism/ vigil mechanism;

(u) approve the appointment of the chief financial officer (i.e., the whole-time finance director or any other person heading the finance function or discharging that function) after assessing the qualifications, experience and background, etc. of the candidate;

(v) oversight of the Company's financial reporting process and the disclosure of its financial information to ensure that the financial statements are correct, sufficient and credible;

(w) review of internal controls for financial reporting and review of significant changes in internal control over financial reporting;

(x) approve payment to statutory auditors for any other services rendered by the statutory auditors;

(y) review utilisation of loans and/or advances from/investment by the Company in the subsidiary exceeding ₹ 100 crore or 10% of the asset size of the subsidiary, whichever is lower including existing loans/advance/investments;

(z) the Audit Committee shall mandatorily review:

i. management discussion and analysis of financial condition and results of operations;

ii. statement of significant related party transactions (as defined by the Audit Committee), submitted by management;

iii. management letters/letters of internal control weaknesses issued by the statutory auditors;

iv. internal audit reports relating to internal control weaknesses;

v. the appointment, removal and terms of remuneration of the chief internal auditor; and

vi. statement of deviations in terms of the SEBI Listing Regulations:

1. quarterly statement of deviation(s) including report of monitoring agency, if applicable, submitted to stock exchange(s) in terms of Regulation 32(1) of the SEBI Listing Regulations; and

2. annual statement of funds utilised for purposes other than those stated in the offer document/prospectus/notice in terms of Regulation 32(7) of the SEBI Listing Regulations.

(aa) review and note the compliance certificate furnished by chief executive officer and the chief financial officer on annual and quarterly financial statements and cash flow statements on standalone and consolidated basis;

(bb) review with the management, performance of statutory and internal auditors and adequacy of the internal control systems;

(cc) consider and comment on rationale, cost-benefits and impact of schemes involving merger, demerger, amalgamation etc., on the Company and its shareholders;

(dd) frame suitable policies, procedures and systems to ensure that there is no violation of securities laws, as amended from time to time, or any other applicable law, including:

i. the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, as amended; and

ii. the Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices Relating to the Securities Market) Regulations, 2003, by the trust, the Company and its employees, as applicable;

(ee) review compliance with the provisions of the SEBI (Prohibition of Insider Trading) Regulations, 2015 as amended, from time to time, at least once in a financial year and verify that the systems for internal control are adequate and are operating effectively;

(ff) select, engage and approve fees for professional advisors/ consultants that the Audit Committee may require to carry out their duties; and

(gg) carry out any other function required to be carried out by the Audit Committee under the SEBI Listing Regulations or any other applicable law, as and when amended, from time to time, and any other function as mandated by the Board, from time to time.

Nomination and Remuneration Committee

The Nomination and Remuneration Committee was constituted by the meeting of the Board held on March 7, 2002 and was last reconstituted by the meeting of the Board held on November 9, 2017. The Nomination and Remuneration Committee is in compliance with Section 178 of the Companies Act, 2013 and Regulation 19 of the SEBI Listing Regulations. The Nomination and Remuneration Committee currently consists of:

(a) Mr. Berjis Desai (*Chairman*);

(b) Mr. Kaushikbhai Patel; and

(c) Mrs. Bhavna Doshi.

The Company Secretary shall act as the secretary to the Nomination and Remuneration Committee.

Scope and terms of reference: The terms of reference of the Nomination and Remuneration Committee shall include the following:

(a) formulation of the criteria for determining qualifications, positive attributes and independence of a director and recommend to the Board a policy relating to the remuneration of the directors, key managerial personnel and other employees (Remuneration Policy);

(b) formulation of criteria for evaluation of performance of independent directors and the Board;

(c) identify persons who are qualified to become directors of the Company and who may be appointed in senior management (one level below the Board), key managerial personnel in accordance with the criteria

laid down, recommend to the Board their appointment and removal and carrying out evaluation of every director's performance (including independent director);

(d) devise a policy on Board diversity;

(e) identify whether to extend or continue the term of appointment of the independent director, on the basis of the report of performance evaluation of independent directors;

(f) recommend to the board, all remuneration, in whatever form, payable to senior management;

(g) assist the Board in formulating succession plan for the Board and senior management;

(h) select, engage and approve fees for professional advisors that the Nomination and Remuneration Committee may require to carry out their duties; and

(i) carry out any other functions required to be carried out by the Nomination and Remuneration Committee as contained in the SEBI Listing Regulations or any other applicable law, as and when amended, from time to time, and any other function as mandated by the Board, from time to time.

The Nomination and Remuneration Committee, while formulating the Remuneration Policy, should ensure that

i. the level and composition of remuneration be reasonable and sufficient to attract, retain and motivate directors of the quality required to run the Company successfully;

ii. relationship of remuneration to performance is clear and meets appropriate performance benchmarks; and

iii. remuneration to directors, key managerial personnel and senior management involves a balance between fixed and incentive pay reflecting short and long-term performance objectives appropriate to the working of the Company and its goals.

(j) perform such functions as are required to be performed by the Nomination and Remuneration Committee under Securities and Exchange Board of India (Share Based Employee Benefits) Regulations, 2014, as amended.

Corporate Social Responsibility Committee

The Corporate Social Responsibility Committee was constituted by the meeting of the Board held on May 19, 2014 and was last reconstituted by the meeting of the Board held on April 7, 2021. The Corporate Social Responsibility Committee is in compliance with Section 135 of the Companies Act, 2013. The Corporate Social Responsibility Committee currently consists of:

(a) Mr. Berjis Desai (*Chairman*);

(b) Mr. Kaushikbhai Patel; and

(c) Mr. Jayakumar Krishnaswamy.

The Company Secretary shall act as the secretary to the Corporate Social Responsibility Committee

The Corporate Social Responsibility Committee is authorised to perform the following functions:

(a) formulate and recommend to the Board, a "Corporate Social Responsibility Policy" which shall indicate the activities to be undertaken by the Company as specified in Schedule VII of the Companies Act;

(b) recommend the amount of expenditure to be incurred on the activities as per limits prescribed under the Companies Act;

(c) review the projects and programs or activities undertaken by the Company and recommend suitable changes as deemed fit or necessary;

(d) institute a transparent monitoring mechanism for implementation of the projects or programs or activities

undertaken by the Company;

(e) review the corporate social responsibility of the Company, from time to time;

(f) select, engage and approve fees for professional advisors/consultants that the Corporate Social Responsibility Committee may require to carry out their duties; and

(g) carry out any other functions required to be carried out by the Corporate Social Responsibility Committee as contained in the Companies Act or any other applicable law, as and when amended, from time to time, and any other function as mandated by the Board from time to time.

Stakeholders Relationship Committee

The Stakeholders Relationship Committee was constituted by the meeting of the Board held on April 7, 2021. The Stakeholders Relationship Committee is in compliance with Section 178 of the Companies Act, 2013 and Regulation 20 of the SEBI Listing Regulations. The Stakeholders Relationship Committee currently consists of:

(a) Mr. Kaushikbhai Patel (*Chairman*);

(b) Mrs. Bhavna Doshi; and

(c) Mr. Jayakumar Krishnaswamy.

Scope and terms of reference: The Stakeholders Relationship Committee shall be responsible for, among other things, the following:

(a) consider and look into various aspects of interest of shareholders, debenture holders and other security holders;

(b) consider and redress grievances of the shareholders/ investors/ security holders relating to transfer/ transmission, non-receipt of annual reports, non-receipt of declared dividend, general meetings, security certificates, interest, refund orders and any other corporate benefits, etc.;

(c) giving effect to allotment of equity shares, approval of transfer or transmission of equity shares, debentures or any other securities;

(d) issue of duplicate certificates and new certificates on split/ consolidation/ renewal, etc.;

(e) review and monitor compliances under the SEBI Listing Regulations and its amendment from time to time, pertaining to investor grievance and transfer and transmission and shareholding pattern;

(f) select, engage and approve fees for professional advisors that the Stakeholders Relationship Committee may require to carry out their duties;

(g) review of measures taken for effective exercise of voting rights by shareholders;

(h) review of adherence to the service standards adopted by the Company in respect of various services being rendered by the registrar and share transfer agent;

(i) review of the various measures and initiatives taken by the Company for reducing the quantum of unclaimed dividends and ensuring timely receipt of dividend warrants/ annual reports/ statutory notices by the shareholders of the Company; and

(j) carrying out any other functions required to be carried out by the Stakeholders Relationship Committee as contained in the SEBI Listing Regulations or any other applicable law, as and when amended from time to time, and any other function as mandated by the Board, from time to time.

Risk Management Committee

The Risk Management Committee was constituted by circular resolution of the Board on July 17, 2021. The Risk Management Committee is in compliance with Regulation 21 of the SEBI Listing Regulations. The Risk Management currently consists of:

(a) Mr. Kaushikbhai Patel (*Chairman*);

(b) Mrs. Bhavna Doshi;

(c) Mr. Jayakumar Krishnaswamy; and

(d) Mr. Maneesh Agrawal.

Scope and terms of reference: The Risk Management Committee shall be responsible for, among other things, the following:

(a) consider and look into various aspects of interest of shareholders, debenture holders and other security To formulate a detailed risk management policy which shall include:

- A framework for identification of internal and external risks specifically faced by the listed entity, in particular including financial, operational, sectoral, sustainability (particularly, ESG related risks), information, cyber security risks or any of the risk as may be determined by the Risk Management Committee;
- Measures for risk mitigation including systems and processes for internal control of identified risks; and
- Business continuity plan.

(b) To ensure that appropriate methodology, processes and systems are in place to monitor and evaluate risks associated with the business of the Company.

(c) To monitor and oversee implementation of the risk management policy, including evaluating the adequacy of risk management systems.

(d) To periodically review the risk management policy, at least once in two years, including by considering the changing industry dynamics and evolving complexity.

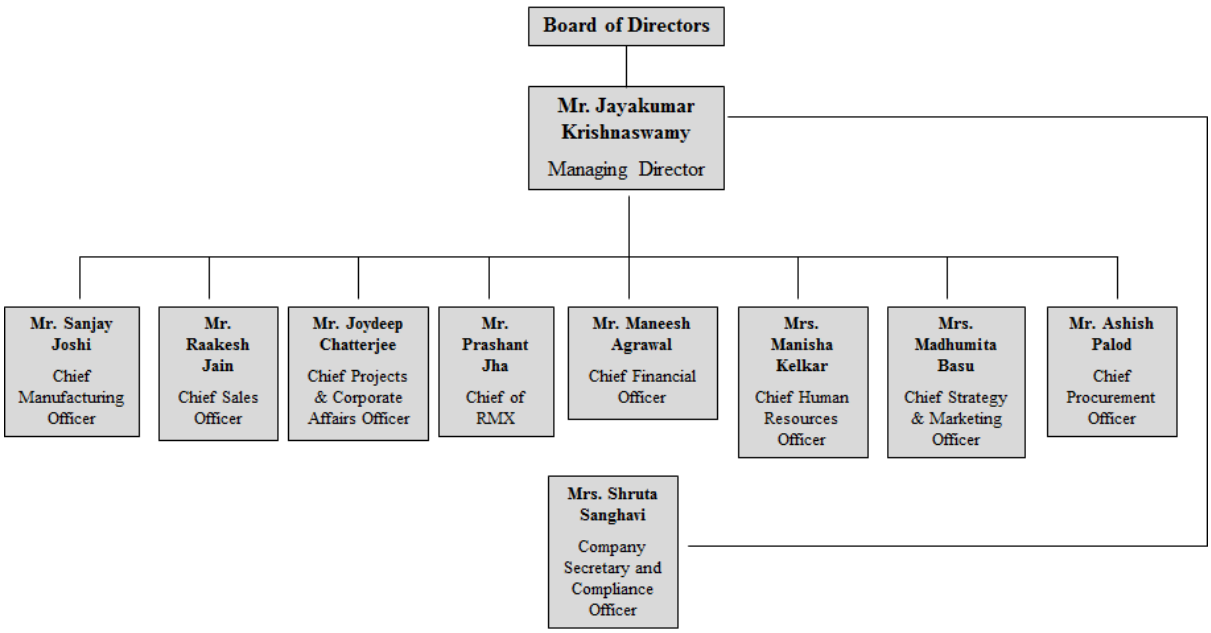
(e) To keep the Board informed about the nature and content of its discussions, recommendations and actions to be taken.

(f) To review the appointment, removal and terms of remuneration of the Chief Risk Officer, if any.

(g) To coordinate its activities with other committees, in instances where there is any overlap with activities of such committees, as per the framework laid down by the Board.

(h) Any other similar or other functions as may be laid down by Board from time to time and/or as may be required under applicable law.

Management Organisation Structure



Key Managerial Personnel

In addition to Mr. Jayakumar Krishnaswamy, the Managing Director, the details of the other Key Managerial Personnel as on the date of this Red Herring Prospectus are set forth below. For details of Mr. Jayakumar Krishnaswamy, the Managing Director, see "***- Brief Profiles of the Directors***" on page 223.

Mr. Maneesh Agrawal, aged 46 years, is the Chief Financial Officer of our Company. He holds a bachelor's degree in commerce from Hansraj College, University of Delhi. He is a qualified chartered accountant. He joined our Company as Chief Financial Officer with effect from October 10, 2017. He is responsible for the overall finance and information management functions of the cement, RMX and modern building materials divisions of our Company. He has over two decades of experience primarily in cement, RMX and paper businesses. He has previously been associated with Dalmia Bharat Limited and Ballarpur Industries Limited. He has been recognised with "CFO 100" award for exceptional calibre and contribution to the world of finance by CFO India, consecutively for three years in 2018, 2019 and 2020. He received an aggregate remuneration of ₹ 26.93 million in Fiscal 2021.

Mrs. Shruta Sanghavi, aged 57 years, is the Company Secretary and Compliance Officer of our Company. She holds a bachelor's degree in commerce and master's degree in commerce from University of Bombay. She is a qualified company secretary and is also a certified associate of the Indian Institute of Bankers. She joined our Company in the year 2018 as vice president and company secretary and was appointed as the Company Secretary and Compliance Officer with effect from December 12, 2018. She is responsible for secretarial functions of our Company. She has experience in agro-chemicals, automobile, and logistics industries. She has previously been associated with Bank of Baroda, Punjab Chemicals and Crop Protection Limited, Tata Motors Limited, STS Chemicals Limited and Allcargo Logistics Limited. She received an aggregate remuneration of ₹ 8.77 million in Fiscal 2021.

Mr. Sanjay Joshi, aged 56 years, is the Chief Manufacturing Officer of our Company. He holds a bachelor's degree in engineering (electronics and power engineering) from Nagpur University. He joined our Company as Chief Manufacturing Officer with effect from December 10, 2018. He is responsible for the manufacturing function for the cement and RMX business line of our Company. He has experience in the cement industry. He has previously been associated with Larsen & Toubro Limited, Thermax Limited, Tata Iron and Steel Company Limited (later acquired by Lafarge India Private Limited) and Century Textiles & Industries Limited (cement division). He received an aggregate remuneration of ₹ 16.87 million in Fiscal 2021.

Mr. Raakesh Jain, aged 48 years, is the Chief Sales Officer (cement) of our Company. He holds a bachelor's degree in commerce from Devi Ahilya University, Indore and a master's degree in management studies from Vikram University, Ujjain. He joined our Company in the year 2007 and was appointed as Chief Sales Officer

(cement) with effect from November 23, 2018. He is responsible for the sales of cement of our Company. He has experience in sales and marketing of cement manufacturing companies. He has previously been associated with Grasim Industries Limited (white cement division), Indian Rayon and Industries Limited (currently known as Aditya Birla Nuvo Limited) (white cement division) and Dhar Cement Limited. He had also been nominated for Chairman's Individual Awards for "Young Professional 2006" (Aditya Birla Group). He received an aggregate remuneration of ₹ 16.76 million in Fiscal 2021.

Mr. Joydeep Chatterjee, aged 60 years, is the Chief Projects & Corporate Affairs Officer of our Company. He holds a bachelor's degree in science (mechanical engineering) from University of Delhi and postgraduate diploma in business management from New Delhi Y.M.C.A Institute of Management Studies. He is a certified Six Sigma Black Belt (level 1) and has also received certification in Advanced EMS Auditing Course for Quality & Environmental Professionals from Environmental Auditors Registration Association. He joined our Company in the year 2008 as senior vice president and was appointed as the Chief Projects & Corporate Affairs Officer with effect from July 1, 2020. He is responsible for overseeing the projects and CSR activities and corporate affairs of our Company. He has experience in project management and operations. He has previously been associated with Tecumseh Products India Private Limited and Dr. Reddy's Laboratories Limited. He received an aggregate remuneration of ₹ 28.20 million in Fiscal 2021.

Mr. Prashant Jha, aged 52 years, is the Chief of RMX of our Company. He has completed his bachelor's in engineering (civil) from Regional Engineering College, Silchar (currently known as NIT, Silchar). He has received certification in concrete technology and construction from City and Guilds of London Institute. He has completed an executive leadership development program from Indian Institute of Management, Bangalore. He has also completed learning leadership program from IMD Lausanne, Switzerland and regional leadership program Asia Pacific 2014 and global leadership program 2016/2017 at Sika Business School, Switzerland. He joined our Company as the Chief of Concrete & Aggregates with effect from February 1, 2019. He is responsible for sales of RMX of our Company. He has experience in construction and ready-mix concrete industry. He has previously been associated with Sika India Private Limited, Orkla India Private Limited, RMC Readymix (India) Limited, Unitech Pre-fab Limited and Banka (India) Limited. He received an aggregate remuneration of ₹ 12.87 million in Fiscal 2021.

Mrs. Manisha Kelkar, aged 46 years, is the Chief Human Resources Officer of our Company. She holds a bachelor's degree in commerce and a master's degree in management studies from University of Bombay. She joined our Company in the year 2009 as assistant vice president - management development and was appointed as the Chief Human Resources Officer with effect from January 7, 2020. She is responsible for human resources and management development of our Company. She has experience in human resource development of IT service management companies, business process management companies, technology solutions companies and consumer products manufacturing companies. She has previously been associated with Crompton Greaves Limited, eFunds International India Private Limited, Morgan Stanley Advantage Services Private Limited and WNS Global Services Private Limited. She received an aggregate remuneration of ₹ 12.50 million in Fiscal 2021.

Mrs. Madhumita Basu, aged 58 years, is the Chief Strategy & Marketing Officer of our Company. She holds a bachelor's degree in commerce and a master's degree in management studies from University of Bombay. She joined our Company in the year 2010 as senior vice president - marketing and was appointed as the Chief Strategy & Marketing Officer with effect from July 1, 2020. She is responsible for strategy and marketing for all businesses of our Company. She is also responsible for heading the innovation at Construction Development and Innovation Centre of our Company. She has experience in strategic planning, sales, marketing, business development and IT. She has previously been associated with Chloride Industries Limited, Exide Industries Limited and Eveready Industries India Limited. She has completed the training course of the Confederation of Indian Industry for preparation as an award assessor for the Confederation of Indian Industry and Export Import Bank of India Award for Business Excellence and is also a recipient of the Confederation of Indian Industry (CII) Young Managers Trophy. She was also a president of The Calcutta Management Association. She received an aggregate remuneration of ₹ 21.09 million in Fiscal 2021.

Mr. Ashish Palod, aged 49 years, is the Chief Procurement Officer of our Company. He holds a bachelor's degree in engineering (electronic engineering) from Nagpur University and a master's degree in business administration from Jadavpur University. He has also completed a post graduate program in management for senior executives from Indian School of Business, Hyderabad. He joined our Company in the year 2004 and was appointed as the Chief Procurement Officer with effect from August 1, 2019. He is responsible for the sourcing strategy and its implementation across business verticals of our Company. He has experience in consultancy and has previously

been associated with Balaji Ayush Technocrats and Ernst & Young Private Limited. He received an aggregate remuneration of ₹ 14.95 million in Fiscal 2021.

Status of the Key Managerial Personnel

All the Key Managerial Personnel are permanent employees of our Company.

Relationship among the Key Managerial Personnel

None of the Key Managerial Personnel are related to each other.

Bonus or profit sharing plan for the Key Managerial Personnel

The Key Managerial Personnel are entitled to variable bonus of the annual compensation based on the performance of such Key Managerial Personnel and the overall performance of our Company. Other than such performance component of their remuneration, there is no bonus or profit sharing plan for the Key Managerial Personnel.

Shareholding of the Key Managerial Personnel

None of the Key Managerial Personnel hold any Equity Shares as on the date of this Red Herring Prospectus.

Service Contracts with the Key Managerial Personnel

The Key Managerial Personnel are governed by the terms of their appointment letters and have not entered into any other service contract with our Company. No officer of our Company is entitled to any benefit upon termination of employment, other than statutory benefits and superannuation.

Interest of the Key Managerial Personnel

The Key Managerial Personnel do not have any interest in our Company other than to the extent of remuneration or benefits to which they are entitled to as per their terms of appointment and reimbursement of expenses incurred by them, if any.

Except for the variable pay/bonus of the Key Managerial Personnel of Fiscal 2021 which has been paid in Fiscal 2022, there is no contingent or deferred compensation accrued for Fiscal 2021, including any compensation payable to the Key Managerial Personnel at a later date.

There are no outstanding loans availed of by the Key Managerial Personnel from our Company.

Arrangements and understanding with major shareholders, customers, suppliers or others

None of the Key Managerial Personnel have been selected pursuant to any arrangement or understanding with the major Shareholders, customers, suppliers or any other person.

Changes in the Key Managerial Personnel during the last three years

The changes in the Key Managerial Personnel during the three years immediately preceding the date of this Red Herring Prospectus other than by way of retirement in the normal course of business are set forth below:

Name	Date	Reason
Mr. Joydeep Chatterjee	July 1, 2020	Appointed as Chief Projects & Corporate Affairs Officer
Mrs. Madhumita Basu	July 1, 2020	Appointed as Chief Strategy & Marketing Officer
Mrs. Manisha Kelkar	January 7, 2020	Appointed as Chief Human Resources Officer
Mr. Ashish Palod	August 1, 2019	Appointed as Chief Procurement Officer
Mr. Prashant Jha	February 1, 2019	Appointed as Chief of Concrete & Aggregates
Mr. Ajay Singh	January 11, 2019	Resigned as Vice President - Legal and Company Secretarial
Mr. Sunil Mahajan	December 14, 2018	Resigned as Chief Manufacturing Officer and Supply Chain Management
Mrs. Shruta Sanghavi	December 12, 2018	Appointed as Company Secretary and Compliance Officer
Mr. Sanjay Joshi	December 10, 2018	Appointed as Chief Manufacturing Officer
Mr. Raakesh Jain	November 23, 2018	Appointed as Chief Sales Officer (cement)
Mr. Arun Shukla	November 6, 2018	Resigned as Chief of Concrete & Aggregates

Name	Date	Reason
Mr. Jayakumar Krishnaswamy	September 17, 2018	Appointed as Managing Director

Employee stock option and stock purchase schemes

Our Company does not have any Employee stock option and stock purchase scheme.

Payment or Benefit to officers of our Company

No amount or benefit has been paid or given to any officer of our Company within the two years preceding the date of this Red Herring Prospectus or is intended to be paid or given, other than in the ordinary course of their employment.

PROMOTERS AND PROMOTER GROUP

Niyogi Enterprise Private Limited and Dr. Karsanbhai K. Patel are the promoters of our Company. As on the date of this Red Herring Prospectus, the Promoters currently hold an aggregate of 297,711,625 Equity Shares, comprising 89.99% of the pre-Offer issued, subscribed and paid-up Equity Share capital of our Company. For details, see "***Capital Structure***" on page 91.

Details of the Promoters

Individual Promoter

Dr. Karsanbhai K. Patel

Dr. Karsanbhai K. Patel, born on January 7, 1944, aged 77 years, is a citizen of India. He resides at Nima Farm, SG Highway, Opp. YMCA Club, Makarba, Ahmedabad, Gujarat - 380 054. He holds a bachelor of science in chemistry degree from the Gujarat University. He is the founder and promoter of Nirma group, engaged in manufacturing of diversified products including chemicals like soda ash, caustic soda and linear alkyl benzene, cement, healthcare, and consumer goods like detergents, soaps and edible salt. He has several years of experience in cement, consumer goods, chemicals and health care industry.

He is a director on the boards of Nirma Limited, Nirma Chemical Works Private Limited, Nirma Industries Private Limited, Niyogi Enterprise Private Limited and Nirma Credit and Capital Private Limited.

The Government of India honoured Dr. Karsanbhai K. Patel with one of the highest civilian awards, the Padma Shri in 2010. He has also received the Udyog Rattan award from the Institute of Economic Studies, New Delhi in 1987. Further, he has been conferred an honorary doctor of humane letters by Florida Atlantic University, USA in 2001, and an honorary doctor of letters by Devi Ahilya Vishwavidyalaya, Indore (University of Indore) in 2007. He has undertaken various education initiatives by setting up Nirma University and Nirma Vidyavihar.

His PAN is AGGPP2909K. He does not hold a driving license.

His Aadhaar card number is 5369 9630 4138.

Our Company confirms that the PAN, bank account numbers and passport numbers of the Individual Promoter have been submitted to the Stock Exchanges at the time of filing of the Draft Red Herring Prospectus.

Corporate Promoter

Corporate information

Niyogi Enterprise Private Limited was incorporated as a private limited company on January 22, 2019 under the Companies Act, 2013, in Ahmedabad, India. The CIN of Niyogi Enterprise Private Limited is U51909GJ2019PTC106218. The principal activity of Niyogi Enterprise Private Limited is to carry on in India and/or abroad with or without collaboration, the business of manufacturing, production, refining, processing, formulating, buying, selling, trading, importing, exporting and otherwise dealing in products including consumer products, industrial products, pharmaceutical products, construction materials and cement products and in connection therewith, to take on lease or acquire, erect, construct, establish, operate and maintain factories and workshops.

Niyogi Enterprise Private Limited has not changed its activities from the date of its incorporation.

Promoters of the Corporate Promoter

The promoter of Niyogi Enterprise Private Limited is Dr. Karsanbhai K. Patel.

Details of change of control

There has been no change in the control of Niyogi Enterprise Private Limited in the preceding three years.

Our Company confirms that the PAN, bank account numbers, company registration number and the address of the registrar of companies where Niyogi Enterprise Private Limited is registered, have been submitted to the Stock Exchanges at the time of filing the Draft Red Herring Prospectus.

Details regarding change in control of our Company

Niyogi Enterprise Private Limited and Dr. Karsanbhai K. Patel are not the original promoters of our Company and acquired control and current shareholding in our Company through the following steps:

In 2016, pursuant to the divestment by Lafarge group in our Company, Nirchem Cement Limited, an erstwhile wholly-owned subsidiary of Nirma Limited (and which subsequently merged with our Company in the year 2017 pursuant to the 2017 Scheme), acquired the cement and other related business of Lafarge group by way of acquiring all the Equity Shares of our Company from Lafarge group.

The Corporate Promoter, Niyogi Enterprise Private Limited (an entity in which majority shareholding is held by Dr. Karsanbhai K. Patel, the Individual Promoter) acquired 140,000,000 Equity Shares of our Company held by Nirma Limited with effect from April 30, 2019 and 60,000,000 Equity Shares with effect from January 7, 2020, representing 70.00% and 30.00% of our then equity share capital, respectively.

Dr. Karsanbhai K. Patel was allotted 24,984,351 Equity Shares, representing 10.31% of our then equity share capital on February 7, 2020, pursuant to the 2020 Scheme. For further information, see "***Capital Structure -Equity shareholding of the Promoters, members of the Promoter Group and directors of the Corporate Promoter***" and "***History and Certain Corporate Matters - Details regarding material acquisitions or divestments of business/undertakings, mergers, amalgamation, any revaluation of assets, etc. in the last 10 years***" on pages 97 and 213.

Experience of the Promoters in the business of our Company

The Corporate Promoter is a holding company. The Individual Promoter has adequate experience in the business activities undertaken by our Company.

Interests of the Promoters

i. The Promoters are interested in our Company to the extent they are promoters of our Company and to the extent of their shareholding in our Company and dividend payable, if any, and other distributions in respect of the Equity Shares held by them.

ii. The Promoters have no interest in any property acquired in the three years preceding the date of this Red Herring Prospectus or is proposed to be acquired by our Company or in any transaction in acquisition of land, construction of building and supply of machinery, etc., except to the extent of the interest of the Individual Promoter as the shareholder and director on board of directors of Nirma Limited, one of the Group Companies, and the interest of the Corporate Promoter being a related party of Nirma Limited, pursuant to the 2020 Scheme, whereby all the properties pertaining to the cement undertaking of Nirma Limited located at Nimbol in the State of Rajasthan along with limestone mines were transferred and vested in our Company. The appointed date of the 2020 Scheme was June 1, 2019 and the effective date of the 2020 Scheme was February 1, 2020. For details, see "***History and Certain Corporate Matters***" on page 209.

iii. No agreement have been entered into by the Promoters, either by themselves or on behalf of any other person, with any shareholder or any other third party with regard to compensation or profit sharing in connection with dealings in the securities of our Company.

iv. No sums have been paid or agreed to be paid to the Promoters or to the firms or companies in which the Promoters are interested as members in cash or shares or otherwise by any person, either to induce them to become or to qualify them, as directors or otherwise for services rendered by such Promoters or by such firms or companies in connection with the promotion or formation of our Company.

v. The Promoters are not interested in any other entity which holds any intellectual property rights that are used by our Company.

vi. Except as stated otherwise in *"**Financial Statements- 43. Related Party Relationships, Transactions and Balances**"* on page 320, the Promoters are not a beneficiary of any loans and advances provided by our Company.

Payment or benefits to the Promoters or the members of the Promoter Group

Except as stated otherwise in *"**Financial Statements- 43. Related Party Relationships, Transactions and Balances**"* on page 320, no amount or benefits have been paid or given to the Promoters or the members of the Promoter Group during the two years preceding the date of this Red Herring Prospectus nor is there any intention to pay or give any amount or benefit to the Promoters or the members of the Promoter Group.

Material guarantees given by the Promoters to third parties with respect to Equity Shares

As on the date of this Red Herring Prospectus, the Promoters have not given any material guarantees to any third party with respect to the Equity Shares.

Companies or firms with which the Promoters have disassociated in the last three years

The Promoters have not disassociated themselves from any company or firm in the three years immediately preceding the date of this Red Herring Prospectus.

Promoter Group

The individuals forming a part of the Promoter Group are as follows:

S. No.	Name of Promoter	Names of individuals	Relationship
1.	Dr. Karsanbhai K. Patel	Mrs. Shantaben K. Patel	Spouse
		Mr. Hiren K. Patel	Son
		Mr. Rakesh K. Patel	Son
		Mrs. Rajalben H. Patel*	Son's spouse
		Mrs. Keyuriben R. Patel*	Son's spouse
		Mr. Dhruvil H. Patel*	Son's son
		Mr. Hemil H. Patel*	Son's son
		Mr. Dev R. Patel*	Son's son

** Included as a part of the Promoter Group as their shareholding in the Company has been aggregated for the purpose of disclosure of the shareholding of the Promoter Group in this Red Herring Prospectus in accordance with Regulation 2(1)(pp) of the SEBI ICDR Regulations.*

The following individuals have disassociated with the Individual Promoter:

S. No.	Names of individuals	Relationship
1.	Mrs. Punita K. Patel	Daughter
2.	Mrs. Jadiben K. Patel	Sister
3.	Mrs. Raiben U. Patel	Sister
4.	Mrs. Ratanben H. Patel	Sister
5.	Mr. Karsanbhai K. Patel	Spouse's brother

Therefore, the above mentioned individuals and any entities associated with them have not been considered within the definition of "promoter group" under Regulation 2(1)(pp) of the SEBI ICDR Regulations. In this regard, our Company filed an application dated May 6, 2021 with the SEBI seeking relaxation from considering the above mentioned individuals and any entities associated with them, as members of the Promoter Group, accordingly, from including any confirmations and undertakings pertaining to the such individuals and entities associated with them, as members of the Promoter Group in the Draft Red Prospectus, this Red Herring Prospectus and the Prospectus. SEBI, by letter dated July 16, 2021, granted exemption to our Company from including the above mentioned individuals and any entities associated with them, as members of the Promoter Group.

The entities forming a part of the Promoter Group are as follows:

1. Nirma Limited;

2. Nirma Chemicals Works Private Limited;

3. Nirma Credit and Capital Private Limited;

4. Nirma Management Services Private Limited;

5. Nirma Industries Private Limited;

6. Navin Global Private Limited;

7. Constera Realty Private Limited;

8. Aculife Healthcare Private Limited;

9. Shree Rama Multi Tech Limited;

10. Karnavati Holdings Inc.;

11. Navin Overseas FZC;

12. Jethiben K.Patel Discretionary Trust;

13. Khodidas Vandas Patel Discretionary Trust;

14. Khodidas Patel Specific Trust;

15. Manjar Discretionary Family Trust;

16. Hirenbhai Karsanbhai Patel HUF; and

17. Rakeshbhai Karsanbhai Patel HUF.

GROUP COMPANIES

In terms of the SEBI ICDR Regulations and pursuant to the resolution dated July 3, 2021 passed by the Board, the group companies shall include (i) the companies (other than the Corporate Promoter and the Subsidiary) with which there were related party transactions as per the Restated Financial Statements for Fiscals 2021, 2020 and 2019; and (ii) such other companies as considered material by the Board.

Accordingly, the Board has identified Nirma Limited, Wardha Vaalley, Constera Realty Private Limited and Aculife Healthcare Private Limited as the Group Companies.

Details of the Group Companies

1. Nirma Limited

Corporate information

Nirma Limited was incorporated on February 25, 1980 under the Companies Act, 1956, as a private limited company. It became a deemed public company on July 1, 1989. It became a public limited company on November 8, 1993. The equity shares of Nirma Limited were listed on BSE, NSE and ASE with effect from April 4, 1994, April 25, 1995 and March 30, 1994, respectively. Nirma Limited' equity shares were delisted from ASE with effect from March 14, 2005 and from the BSE and NSE with effect from March 28, 2012.

Nature of activities

Nirma Limited is engaged in the manufacturing of diversified products including chemicals like soda ash, caustic soda, bromine and linear alkyl benzene, and consumer products like detergents, soaps and edible salt.

Capital structure

The authorised share capital of Nirma Limited is ₹ 7,755,000,000 divided into 1,461,000,000 equity shares of ₹ 5 each, 10,00,000 6% redeemable non-cumulative non-convertible preference shares of ₹ 100 each, 250,000,000 6% redeemable non-cumulative non-convertible preference shares of ₹ 1 each and 100,000,000 5% redeemable non-cumulative non-convertible preference shares of ₹ 1 each and its paid-up share capital is ₹ 730,375,650 divided into 146,075,130 equity shares of ₹ 5 each. Our Company does not hold any equity shares of Nirma Limited.

Financial performance

The financial information derived from the audited standalone financial results of Nirma Limited as of and for the Financial Years 2021, 2020 and 2019 is set forth below:

(in ₹ million, except per share data)

Particulars	Financial Year		
	2021	2020	2019
Equity capital	730.4	730.4	730.4
Reserves (excluding revaluation reserves)	57,450.50	52,111.8	52,079.9
Sales	50,349.73	53,454.3	56,239.7
Profit/(Loss) after tax	5,338.68	7,674.7	6,375.4
EPS (Basic)	36.44	53.07	42.54
EPS (Diluted)	36.44	53.07	42.54
NAV	398.50	361.75	361.53

Note: Certain financial information has been disclosed in one decimal since the financial statements of Nirma Limited are prepared in ₹ crores.

Significant notes of auditors of Nirma Limited

The composite scheme of compromise and arrangement between Core Health Care Limited, the demerged company, its lender and shareholder and Nirma Limited, the resulting company and its shareholders (the Scheme) under Sections 78, 100, 391 to 394 of the Companies Act, 1956 has been sanctioned by the Hon'ble High Court of Gujarat vide an order dated March 1, 2007. The scheme has

become effective from March 7, 2007. Three parties approached Hon'ble High Court of Gujarat. The scheme is subject to the result of the said appeal. The demerged undertaking i.e. healthcare division has been transferred to Aculife Healthcare Private Limited from October 1, 2014.

Except as stated above, there are no significant notes by the auditors of Nirma Limited in relation to the aforementioned financial statements for the specified three preceding Financial Years.

2. Wardha Vaalley

Corporate information

Wardha Vaalley was incorporated on January 8, 2010 under the Companies Act, 1956, in New Delhi, India.

Nature of activities

Wardha Vaalley is engaged in exploitation, development, exploration and mining of beneficiate coal from the Dahegaon/Makardhokra-IV coal blocks in Maharashtra. Wardha Vaalley also establishes coal washeries and benefication plants at suitable locations for improving coal quality and for arranging the evacuation of coal. Wardha Vaalley is also engaged in mining coal from coal block for captive use in specific end-use projects.

Capital structure

The authorised share capital of Wardha Vaalley is ₹ 250,000,000 divided into 25,000,000 equity shares of ₹ 10 each and its paid-up share capital is ₹ 45,000,000 divided into 4,500,000 equity shares of ₹ 10 each. Our Company holds 19.14% of the total share capital of Wardha Vaalley.

Financial performance

The financial information derived from the audited standalone financial results of Wardha Vaalley for the Financial Years 2021, 2020 and 2019 is set forth below:

(in ₹ million, except per share data)

Particulars	Financial Year		
	2021	2020	2019
Equity capital	45	45	45
Reserves (excluding revaluation reserves)	(79.70)	(75.60)	(71.84)
Sales (Total Income)	0.38	0.42	0.38
Profit/(Loss) after tax	(4.10)	(3.77)	(3.59)
EPS (Basic)	(0.91)	(0.84)	(0.80)
EPS (Diluted)	(0.91)	(0.84)	(0.80)
NAV	(7.71)	(6.80)	(5.96)

Significant notes of auditors of Wardha Vaalley

Emphasis of matters

Vide letter F.No.13016/49/2008-CA-I dated 15th/16th November, 2012, Ministry of Coal had de-allocated the Dahegaon Makardhokra IV Coal Block allocated to the joint venture partners and had ordered invocation of bank guarantee of ₹ 2,55,93,000. The said order was challenged by all joint venture partners, through separate writ petitions before Hon'ble High Court of Delhi and a stay was granted against invocation of bank guarantee. However, in view of Supreme Court orders dated 25th August, 2014 and 24th September, 2014 in WP (Crl) No. 120/2012, the Hon'ble High Court of Delhi through its judgement dated 30th October, 2014, did not provide relief of cancellation of de-allocation of coal block and disposed of the all the three writ petitions of JV partners with a direction to Ministry of Coal to take a decision in respect of each individual case whether bank guarantees ought to be invoked or released. In pursuance, Ministry of Coal vide its letter F.No.13016/17/2014-CA-I (VOL. III) dated 04th August, 2015 ordered invocation of Bank Guarantee of ₹ 2,55,93,000/-, which has been challenged by all JV partners through separate writ petitions before Hon'ble High Court of Delhi. High Court of Delhi through its orders dated October 16, 2015 and October 20, 2015 was pleased to grant stay against any coercive steps subject to Bank Guarantee being kept alive.

Except as stated above, there are no significant notes by the auditors of Wardha Vaalley in relation to the aforementioned financial statements for the specified three preceding Financial Years.

For further information, see "***History and Certain Corporate Matters - Other material agreements***" on page 218.

3. Constera Realty Private Limited

Corporate information

Constera Realty Private Limited was incorporated as a private limited company with the Registrar of Companies, Gujarat at Ahmedabad on May 17, 2018 under the Companies Act, 2013, as "Verantes Realty Private Limited". The name of the company has been changed to "Constera Realty Private Limited" with effect from May 31, 2019.

Nature of activities

Constera Realty Private Limited is engaged in the business of real estate activities.

Capital structure

The authorised share capital of Constera Realty Private Limited is ₹ 50,000,000 divided into 5,000,000 equity shares of ₹ 10 each and its issued, subscribed and paid-up share capital is ₹ 40,100,000 divided into 4,010,000 equity shares of ₹ 10 each. Our Company does not hold any equity shares of Constera Realty Private Limited.

Financial performance

The financial information derived from the audited standalone financial results of Constera Realty Private Limited as of and for the Financial Years 2020, 2019 and 2018 is set forth below:

(in ₹ million, except per share data)

Particulars	Financial Year		
	2020	2019	2018*
Equity capital	40.1	10.1	-
Reserves (excluding revaluation reserves)	(1.99)	0.87	-
Sales	-	-	-
Profit/(Loss) after tax	(1.11)	(0.87)	-
EPS (Basic)	(0.28)	(0.87)	-
EPS (Diluted)	(0.28)	(0.87)	-
NAV	0.95	0.91	-

** The financial information for Fiscal 2018 is not available since Constera Realty Private Limited was incorporated in Fiscal 2019. Further, the financial results for Fiscal 2021 are not yet available.*

Significant notes of auditors of Constera Realty Private Limited

Nil

Except as stated above, there are no significant notes by the auditors of Constera Realty Private Limited in relation to the aforementioned financial statements for the specified three preceding Financial Years.

4. Aculife Healthcare Private Limited

Corporate information

Aculife Healthcare Private Limited was incorporated on July 28, 2014 as a private limited company with the Registrar of Companies, Gujarat at Ahmedabad under the Companies Act, 2013.

Nature of activities

Aculife Healthcare Private Limited is engaged in the business of among others, manufacturing, buying, selling, importing and exporting of pharmaceutical productions and formulations. It is also engaged in

the business of rendering services as brokers, commission agents and retail and distribution of financial products issued by banks, mutual funds, insurance companies.

Capital structure

The authorised share capital of Aculife Healthcare Private Limited is ₹ 5,000,000,000 divided into (i) 400,000,000 equity shares of ₹ 10 each and (ii) 100,000,000 redeemable cumulative preference shares of ₹ 10 each and its issued, subscribed and paid-up share capital is ₹ 4,114,777,180 divided into (i) 311,477,718 equity shares of ₹ 10 each and (ii) 100,000,000 1% redeemable cumulative non-convertible preference shares of ₹ 10 each. Our Company does not hold any equity shares of Aculife Healthcare Private Limited.

Financial performance

The financial information derived from the audited standalone financial results of Aculife Healthcare Private Limited as of and for the Financial Years 2020, 2019 and 2018 is set forth below:

(in ₹ million, except per share data)

Particulars	Financial Year		
	2020	**2019**	**2018**
Equity capital	3,114.78	3,114.78	3,114.78
Reserves (excluding revaluation reserves)	(248.04)	(306.70)	(318.97)
Sales	4,461.07	4,318.07	4,295.72
Profit/(Loss) after tax	75.24	15.43	(126.00)
EPS (Basic)	0.21	0.01	(0.44)
EPS (Diluted)	0.21	0.01	(0.44)
NAV	9.20	9.02	8.98

The financial results for Fiscal 2021 are not yet available.

Significant notes of auditors of Aculife Healthcare Private Limited

The composite scheme of compromise and arrangement between Core Healthcare Limited (CHL), the demerged company, its lenders and shareholders and Nirma Limited, the resulting company and its shareholders (the Scheme) under Sections 78, 100, 391 to 394 of the Companies Act, 1956 has been sanctioned by the Hon'ble High Court of Gujarat vide an order dated March 1, 2007. The scheme has become effective from March 7, 2007. Three parties of CHL have filed appeal against this order before the division bench of Hon'ble High Court of Gujarat. The Scheme is subject to the result of the said appeal. The said demerged undertaking is transferred from Nirma Limited to Aculife Healthcare Private Limited with effect from the appointed date October 1, 2014 as per the Scheme approved by Hon'ble High Court of Gujarat vide its order dated April 20, 2015.

Except as stated above, there are no significant notes by the auditors of Aculife Healthcare Private Limited in relation to the aforementioned financial statements for the specified three preceding Financial Years.

Loss making Group Companies

Except for Wardha Vaalley and Constera Realty Private Limited, none of the Group Companies have made any loss in the immediately preceding year. Also, see "***Risk Factors - Some of the Group Companies have incurred losses in the preceding fiscals. We cannot assure you that these companies or any of our other Group Companies will not incur losses in the future, or that there will not be an adverse effect on our reputation or business as a result of such losses.***" on page 54.

Nature and extent of interest of the Group Companies

a. ***In the promotion of the Company***

The Group Companies do not have any interest in the promotion of our Company.

b. ***In the properties acquired by our Company in the preceding three years or proposed to be acquired by our Company***

Pursuant to the 2020 Scheme, all the properties pertaining to the cement undertaking of Nirma Limited located at Nimbol in the State of Rajasthan along with limestone mines were transferred and vested in our Company. The appointed date of the 2020 Scheme was June 1, 2019 and the effective date of the 2020 Scheme was February 1, 2020. For details, see "***History and Certain Corporate Matters - Details regarding material acquisitions or divestments of business/undertakings, mergers, amalgamation, any revaluation of assets, etc. in the last 10 years - Scheme of Arrangement of Nirma Limited with our Company***" on page 213. Further, our Company has also purchased an office premises in Ahmedabad, Gujarat from Constera Realty Private Limited in the year 2020 for a consideration of ₹ 187.45 million.

Except as stated above, the Group Companies are not interested in the properties acquired by our Company in the three years preceding the filing of this Red Herring Prospectus or proposed to be acquired by our Company as on the date of this Red Herring Prospectus.

c. ***In transactions for acquisition of land, construction of building and supply of machinery***

Pursuant to the 2020 Scheme, all the properties pertaining to the cement undertaking of Nirma Limited located at Nimbol in the State of Rajasthan along with limestone mines were transferred and vested in our Company. The appointed date of the 2020 Scheme was June 1, 2019 and the effective date of the 2020 Scheme was February 1, 2020. For details, see "***History and Certain Corporate Matters - Details regarding material acquisitions or divestments of business/undertakings, mergers, amalgamation, any revaluation of assets, etc. in the last 10 years - Scheme of Arrangement of Nirma Limited with our Company***" on page 213. Further, our Company has also purchased an office premises in Ahmedabad, Gujarat from Constera Realty Private Limited in the year 2020 for a consideration of ₹ 187.45 million.

Except as stated above, the Group Companies are not interested in in transactions for acquisition of land, construction of building and supply of machinery.

Defunct Group Companies

The Group Companies are not defunct and no applications have been made to the relevant registrar of companies for striking off their names during the five years preceding the date of this Red Herring Prospectus.

Group Companies which are a sick industrial company or are under winding up/ insolvency proceedings

The Group Companies do not fall under the definition of sick companies under the erstwhile Sick Industrial Companies (Special Provisions) Act, 1985 and are not under any winding up or insolvency proceeding under applicable law.

Significant adverse factors related to the Group Companies

There are no significant adverse factors related to the Group Companies.

Common pursuits between the Group Companies and our Company

The Group Companies are not in the same line of business as our Company and there are no common pursuits between the Group Companies and our Company.

Related business transactions with the Group Companies and significance on the financial performance of our Company

Except the transactions disclosed in the section "***Financial Statements - 43. Related Party Relationships, Transactions and Balances***" on page 320, there are no other related business transactions with the Group Companies.

Business interest of the Group Companies in our Company

Except as disclosed in "***Financial Statements - 43. Related Party Relationships, Transactions and Balances***" on page 320, the Group Companies have no other business interest in our Company.

Litigation

The Group Companies are not party to any pending litigation which will have a material impact on our Company.

Other confirmations

The equity shares of the Group Companies are not listed on any stock exchange.

There has not been refusal of listing of any securities of the Group Companies in the preceding 10 years by any of the stock exchanges in India or abroad.

There has not been failure of the Group Companies to meet the listing requirements of any stock exchange in India or abroad.

The Group Companies have not made any public or rights issue of securities in the preceding three years.

DIVIDEND POLICY

As on the date of this Red Herring Prospectus, our Company does not have any formal dividend policy. The declaration and payment of dividend on the Equity Shares, if any, will be recommended by the Board and approved by the Shareholders, at their discretion, in accordance with the provisions of the Articles of Association and applicable law, including the Companies Act, 2013, read with the rules notified thereunder, each as amended, together with the applicable rules issued thereunder, and will depend on a number of factors, including but not limited to profits, capital requirements, contractual obligations and restrictions, restrictive covenants in financing arrangements, the overall financial condition of our Company and other factors considered relevant by the Board.

We may retain all our future earnings, if any, for use in the operations and expansion of our business. As a result, we may not declare dividend in the foreseeable future. For details in relation to risks involved in this regard, see "***Risk Factors - Our ability to pay dividends in the future will depend on our earnings, financial condition, working capital requirements, capital expenditures and restrictive covenants of our financing arrangements***" on page 63.

We have not declared any dividends on the Equity Shares in any of the three Financial Years preceding the filing of this Red Herring Prospectus.

SECTION V - FINANCIAL INFORMATION

FINANCIAL STATEMENTS

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INDEPENDENT AUDITOR'S EXAMINATION REPORT ON THE RESTATED CONSOLIDATED IND AS SUMMARY STATEMENTS OF NUVOCO VISTAS CORPORATION LIMITED

To,
The Board of Directors,
Nuvoco Vistas Corporation Limited
Equinox Business Park
Tower 3, East Wing, 4th Floor
LBS Marg, Kurla (West)
Mumbai 400 070

Dear Sirs,

1. We have examined the attached Restated Consolidated Ind AS Summary Statements of Nuvoco Vistas Corporation Limited (the "Company" or the "Holding Company" or the "Issuer"), its subsidiary (together referred to as the "Group") and its joint venture which comprises of the Restated Consolidated Ind AS Summary Statement of Assets and Liabilities as at March 31, 2021, March 31, 2020 and March 31, 2019, the Restated Consolidated Ind AS Summary Statement of Profit and Loss (including other comprehensive income), the Restated Consolidated Ind AS Summary Statement of Changes in Equity and the Restated Consolidated Ind AS Summary Statement of Cash Flows for each of the years ended March 31, 2021, March 31, 2020 and March 31, 2019 and the Significant Accounting Policies and explanatory notes to Restated Consolidated Ind AS Summary Statements (collectively referred to as the "Restated Consolidated Ind AS Summary Statements"), as approved by the Board of Directors of the Company at their meeting held on July 24, 2021 for the purpose of inclusion in the Red Herring Prospectus ('RHP') and Prospectus prepared by the Company in connection with its proposed Initial Public Offer (IPO) of equity shares, prepared in terms of the requirements of:

    a. Section 26(1) of Part I of Chapter III of the Companies Act, 2013 (the "Act");

    b. Relevant provisions of The Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended ("ICDR Regulations"); and

    c. The Guidance Note on Reports in Company Prospectuses (Revised 2019) issued by the Institute of Chartered Accountants of India ("ICAI"), (the "Guidance Note").

2. The Company's Board of Directors is responsible for the preparation of the Restated Consolidated Ind AS Summary Statements for the purpose of inclusion in the RHP and Prospectus to be filed with Securities and Exchange Board of India, BSE Limited and National Stock Exchange of India Limited in connection with the proposed IPO. The Restated Consolidated Ind AS Summary Statements have been prepared by the management of the Company on the basis of preparation stated in paragraph B.I of Annexure V to the Restated Consolidated Ind AS Summary Statements. The respective Board of Directors of the Companies included in the Group and joint venture are responsible for designing, implementing and maintaining adequate internal control relevant to the preparation and presentation of the Restated Consolidated Ind AS Summary Statements. The respective Board of Directors are also responsible for identifying and ensuring that the Group and its joint venture complies with the Act, ICDR Regulations and the Guidance Note.

3. We have examined such Restated Consolidated Ind AS Summary Statements taking into consideration:

    a. the terms of reference and terms of our engagement agreed upon with you in accordance with our engagement letter dated February 01, 2021, in connection with the proposed IPO of equity shares of the Company;

    b. The Guidance Note also requires that we comply with ethical requirements of the Code of Ethics issued by the ICAI;

    c. Concepts of test checks and materiality to obtain reasonable assurance based on the verification of evidence supporting the Restated Consolidated Ind AS Summary Statements; and

d. The requirements of Section 26 of the Act and the ICDR Regulations. Our work was performed solely to assist you in meeting your responsibilities in relation to your compliance with the Act, ICDR Regulations in connection with the proposed IPO.

4. The Restated Consolidated Ind AS Summary Statements have been compiled by the Company's management from audited Consolidated Ind AS financial statements of the Group and its joint venture as at and for the years ended March 31, 2021, March 31, 2020 and March 31, 2019 prepared in accordance with the Indian Accounting Standards (referred to as "Ind AS") as prescribed under Section 133 of the Act read with Companies (Indian Accounting Standards) Rules 2015, as amended, and other accounting principles generally accepted in India, which have been approved by the Board of Directors at their meetings held on May 21, 2021, June 24, 2020 and May 07, 2019 respectively.

5. For the purpose of our examination, we have relied on Auditors' Report issued by us on the Consolidated Ind AS Financial Statements of the Group and its joint venture as at and for each of the year ended March 31, 2021, March 31, 2020 and March 31, 2019 dated May 21, 2021, June 24, 2020 and May 07, 2019 respectively, as referred in Para 4 above;

6. As indicated in our audit reports referred to in Para 5 above and for the purposes of impact given in the Restated Consolidated Ind AS Summary Statements with respect to the requirements of Appendix C to Ind AS 103 "Business Combinations" read with the ICDR Regulations and the related Guidance note:

a) We did not audit the Special Purpose Ind AS Financial Statements of one unit whose share of total assets, total revenues and net cash inflows /(outflows) included in the Restated Consolidated Ind AS Summary Statements as per the requirements of Appendix C to Ind AS 103 "Business Combinations", SEBI ICDR Regulations and the related ICAI Guidance note, for the relevant year is tabulated below, which was audited by another auditor, and whose report has been furnished to us by the Company's management and our report on the Restated Consolidated Ind AS Summary Statements, in so far as it relates to the amounts and disclosures included in respect of this component, is based solely on the report of the other auditor.

As at and for the year ended March 31, 2019

(INR in million)

Name of the unit	Name of the Auditor	Financial year	Name of the relationship	Total Assets	Total revenues	Net cash inflow/ (outflows)
Nirma Limited - Cement Undertaking	Rajendra D. Shah & Co.	2018-19	Acquired unit	16,567.86	6,535.80	0.87

b) We did not audit the financial statements of one joint venture whose share of profit/ loss in its joint venture included in the Consolidated Ind AS Financial Statements, for the relevant years is tabulated below, which have not been audited by any auditors. These financial statements have been furnished to us by the management. Our opinion on the Consolidated Ind AS Financial Statements, in so far as it relates to amounts and disclosures included in respect of the said joint venture is based solely based on unaudited financial statements.

As at and for the year ended March 31, 2021

Name of the Company	Name of the relationship	Group's share of profit/(loss) (INR in Millions)
Wardha Vaalley Coal Field Private Limited	Joint Venture	Nil
Total		**Nil**

As at and for the year ended March 31, 2020

Name of the Company	Name of the relationship	Group's share of profit/(loss) (INR in Millions)
Wardha Vaalley Coal Field Private Limited	Joint Venture	Nil
Total		**Nil**

As at and for the year ended March 31, 2019

Name of the Company	Name of the relationship	Group's share of profit/(loss) (INR in Millions)
Wardha Vaalley Coal Field Private Limited	Joint Venture	Nil
Total		**Nil**

Our report/opinion on the Restated Consolidated Ind AS Summary Statements/Consolidated Ind AS Financial Statements for respective years is not modified in respect of these matters.

7. Based on our examination and according to the information and explanations given to us, we report that the Restated Consolidated Ind AS Summary Statements:

   a. have been prepared after incorporating adjustments for the changes in accounting policies, material errors and regrouping/reclassifications retrospectively in the financial years ended March 31, 2021, March 31, 2020 and March 31, 2019 to reflect the same accounting treatment as per the accounting policies and grouping/classifications followed as at and for the year ended March 31, 2021;

   b. does not contain any qualifications requiring adjustments. However, those qualifications in the Companies (Auditor's Report) Order, 2016 issued by the Central Government of India in terms of sub section (11) of section 143 of the Act, which do not require any corrective adjustments in the Restated Consolidated Ind AS Summary Statements have been disclosed in Part C of Annexure VI to the Restated Consolidated Ind AS Summary Statements; and

   c. have been prepared in accordance with the Act, ICDR Regulations and the Guidance Note.

8. The Restated Consolidated Ind AS Summary Statements do not reflect the effects of events that occurred subsequent to the respective dates of the reports on the Audited Consolidated Ind AS Financial Statements mentioned in paragraph 4 above.

9. This report should not in any way be construed as a re-issuance or re-dating of any of the previous audit reports issued by us nor should this report be construed as a new opinion on any of the financial statements referred to therein.

10. We have no responsibility to update our report for events and circumstances occurring after the date of the report.

11. Our report is intended solely for use of the Board of Directors for inclusion in the RHP and Prospectus to be filed with Securities and Exchange Board of India, BSE Limited and National Stock Exchange of India Limited in connection with the proposed IPO of the Company. Our report should not be used, referred to or distributed for any other purpose except with our prior consent in writing. Accordingly, we do not accept or assume any liability or any duty of care for any other purpose or to any other person to whom this report is shown or into whose hands it may come without our prior consent in writing.

For **MSKA & Associates**
Chartered Accountants
Firm Registration Number: 105047W

Siddharth Iyer
Partner
Membership No.: 116084
UDIN: 21116084AAAABT1089

Place: Mumbai
Date: July 24, 2021

Nuvoco Vistas Corporation Limited

Annexure I

Restated Consolidated Ind AS Summary Statement of Assets and Liabilities

(All amounts are in Rs million, unless otherwise stated)

Particulars	Note No. Annexure VII	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
ASSETS				
NON-CURRENT ASSETS				
(a) Property, plant and equipment	1	93,241.70	62,207.77	60,645.08
(b) Capital work-in-progress (net of provision)		12,358.54	6,470.07	6,049.11
(c) Investment property	2	5.49	11.92	12.71
(d) Goodwill	3	32,784.67	24,438.60	24,438.60
(e) Other intangible assets	3	21,090.43	12,026.28	12,762.10
(f) Right of use asset	4	3,293.36	1,016.87	1,090.58
(g) Intangible assets under development		43.72	-	-
(h) Financial assets				
(i) Investments	5	0.50	0.50	0.50
(ii) Loans	6	15.05	1.74	2.04
(iii) Other non-current financial assets	7	7,874.66	5,790.92	5,805.62
(i) Income tax assets (net)		1,332.22	1,339.31	1,130.33
(j) Other non current assets	8	1,912.82	1,070.60	634.31
		1,73,953.16	**1,14,374.58**	**1,12,570.98**
CURRENT ASSETS				
(a) Inventories	9	7,123.74	6,030.24	5,846.75
(b) Financial assets				
(i) Investments	10	3,841.75	-	4,556.01
(ii) Trade receivables	11	4,538.91	5,110.38	4,998.63
(iii) Cash and cash equivalents	12	4,931.09	2,538.54	982.76
(iv) Bank balances other than cash and cash equivalents	13	346.55	2,570.02	264.33
(v) Loans	14	26.62	22.59	14.83
(vi) Other current financial assets	15	2,101.46	2,578.36	1,837.74
(c) Income tax assets (net)		15.60	13.92	125.04
(d) Other current assets	16	2,196.82	1,204.59	1,419.96
		25,122.54	**20,068.64**	**20,046.05**
TOTAL ASSETS		**1,99,075.70**	**1,34,443.22**	**1,32,617.03**
EQUITY AND LIABILITIES				
EQUITY				
(a) Equity share capital	17	3,150.89	2,423.62	2,000.00
(b) Other equity		70,086.32	50,368.94	47,882.66
		73,237.21	**52,792.56**	**49,882.66**
LIABILITIES				
NON-CURRENT LIABILITIES				
(a) Financial liabilities				
(i) Borrowings	18	55,612.28	29,312.54	33,183.28
(ii) Other non-current financial liabilities	19	625.31	527.65	527.65
(iii) Lease liabilities	40	890.83	336.42	438.17
(b) Provisions	20	814.03	703.11	610.01
(c) Deferred tax liabilities (net)	21	18,809.54	14,418.51	13,930.45
(d) Other non current liabilities	22	21.38	-	-
		76,773.37	**45,298.23**	**48,689.56**
CURRENT LIABILITIES				
(a) Financial liabilities				
(i) Borrowings	23	1,977.83	6,613.09	-
(ii) Trade payables	24			
- Due to micro and small enterprises		568.06	120.11	53.35
- Due to creditors other than micro and small enterprises		8,507.55	7,739.54	7,594.02
(iii) Other current financial liabilities	25	27,354.25	15,166.70	18,841.17
(iv) Lease liabilities	40	605.69	158.76	133.00
(b) Other current liabilities	26	5,740.10	3,338.42	4,265.00
(c) Provisions	27	4,311.64	3,215.81	3,158.27
		49,065.12	**36,352.43**	**34,044.81**
TOTAL EQUITY AND LIABILITIES		**1,99,075.70**	**1,34,443.22**	**1,32,617.03**

Note: The above statement should be read with Significant Accounting Policies forming part of the Restated Consolidated Ind AS Summary Statement in Annexure V, Statement of Restated Adjustment to Consolidated Ind AS Summary Statement in Annexure VI and Notes to Restated Consolidated Ind AS Summary Statement in Annexure VII.

As per our report of even date attached

For **MSKA & Associates**

Chartered Accountants

Firm Registration No. 105047W

Siddharth Iyer

Partner

Membership No. 116084

Place : Mumbai

Date : July 24, 2021

For and on behalf of the Board of Directors of **Nuvoco Vistas Corporation Limited**

CIN: U26940MH1999PLC118229

Jayakumar Krishnaswamy
Managing Director
DIN: 02099219

Bhavna Doshi
Director
DIN: 00400508

Maneesh Agrawal
Chief Financial Officer

Shruta Sanghavi
Company Secretary

Place : Mumbai

Date : July 24, 2021

Nuvoco Vistas Corporation Limited

Annexure II

Restated Consolidated Ind AS Summary Statement of Profit and Loss

(All amounts are in Rs million, unless otherwise stated)

Particulars	Note No. Annexure VII	2020-21	2019-20	2018-19
INCOME				
Revenue from operations	28	74,888.40	67,932.39	70,521.34
Other income	29	338.53	367.05	537.54
Total Income		**75,226.93**	**68,299.44**	**71,058.88**
EXPENSES				
Cost of materials consumed	30	10,322.96	12,738.21	13,974.04
Purchase of stock in trade	31	476.03	175.56	125.54
Changes in inventories of finished goods, work-in-progress and stock-in-trade	32	1,268.74	(613.62)	347.17
Power and fuel		13,563.36	12,256.30	13,741.32
Freight and forwarding charges		20,294.18	17,761.39	19,832.11
Employee benefits expense	33	4,820.37	4,046.16	3,811.26
Finance costs	34	6,640.29	4,192.21	4,569.34
Depreciation and amortisation expense	35	7,937.87	5,278.77	4,979.00
Other expenses	36	9,537.75	8,596.95	9,513.09
Total expenses		**74,861.55**	**64,431.93**	**70,892.87**
Restated profit before tax		**365.38**	**3,867.51**	**166.01**
Tax expenses:	38			
1. Current tax		464.72	896.21	642.09
2. Deferred tax		272.95	476.50	(11.37)
3. Tax expense relating to earlier years		(113.10)	2.25	(199.83)
Total tax expense		**624.57**	**1,374.96**	**430.89**
Restated profit/ (loss) for the year		**(259.19)**	**2,492.55**	**(264.88)**
Restated Other Comprehensive Income /(Loss)				
I Items that will not be reclassified to profit or loss				
i. Re-measurement gains/ (losses) of post-employment defined benefit plans		45.76	(46.72)	(24.62)
ii. Income tax related to above		(16.47)	16.35	8.76
		29.29	**(30.37)**	**(15.86)**
Restated Other Comprehensive Income /(Loss) for the year (net of tax)		**29.29**	**(30.37)**	**(15.86)**
Restated Total Comprehensive Income /(Loss) for the year		**(229.90)**	**2,462.18**	**(280.74)**
Restated earnings per equity share (Face value of Rs 10 each)				
Basic & Diluted (Rs)	37	(0.82)	10.28	(1.09)

Note: The above statement should be read with Significant Accounting Policies forming part of the Restated Consolidated Ind AS Summary Statement in Annexure V, Statement of Restated Adjustment to Consolidated Ind AS Summary Statement in Annexure VI and Notes to Restated Consolidated Ind AS Summary Statement in Annexure VII.

As per our report of even date attached

For **MSKA & Associates**
Chartered Accountants
Firm Registration No. 105047W

Siddharth Iyer
Partner
Membership No. 116084

Place : Mumbai
Date : July 24, 2021

For and on behalf of the Board of Directors of Nuvoco Vistas Corporation Limited
CIN: U26940MH1999PLC118229

Jayakumar Krishnaswamy
Managing Director
DIN: 02099219

Bhavna Doshi
Director
DIN: 00400508

Maneesh Agrawal
Chief Financial Officer

Shruta Sanghavi
Company Secretary

Place : Mumbai
Date : July 24, 2021

Nuvoco Vistas Corporation Limited

Annexure III

Restated Consolidated Ind AS Summary Statement of Cash Flows

(All amounts are in Rs million, unless otherwise stated)

Particulars	2020-21	2019-20	2018-19
(A) CASH FLOW FROM OPERATING ACTIVITIES			
Restated profit before tax:	365.38	3,867.51	166.01
Adjustments for:			
Depreciation and Amortisation Expense	7,937.87	5,278.77	4,979.00
Net gain on foreign currency transaction and translation	(28.44)	(5.14)	(7.73)
Provision for bad/doubtful debts and advances	177.45	131.27	122.97
Provision for indirect taxes and litigations	160.80	132.92	143.59
Provision/liabilities no longer required, written back	(474.88)	(62.93)	(477.18)
Net (gain)/loss on sale of Property, Plant & Equipment and Right of use assets	(63.29)	33.95	(4.78)
Gain on sale of current investments	(67.37)	(198.96)	(262.71)
Fair value gain on financial instruments at fair value through profit or loss	(1.62)	-	(32.05)
Gain on sale of Investment property	(2.12)	-	-
Interest income on bank deposits	(94.40)	(28.14)	(16.47)
Interest income on others	(28.07)	(82.55)	(172.62)
Finance costs	6,640.29	4,192.21	4,569.34
Operating profit before working capital adjustments	**14,521.60**	**13,258.91**	**9,007.37**
Adjustments for working capital :			
(Increase)/Decrease in Inventories	1,369.19	(183.49)	(288.82)
(Increase)/Decrease in trade and other receivables	304.84	(243.29)	(891.01)
(Increase)/Decrease in loans and advances and other non current/current assets	812.92	(504.94)	(475.76)
(Decrease)/Increase in trade / other payables, provisions and other liability	557.69	(1,077.08)	1,413.81
	17,566.24	**11,250.11**	**8,765.59**
Income tax paid (Net of refund)	(392.62)	(1,002.38)	(164.60)
NET CASH FLOW FROM OPERATING ACTIVITIES	**17,173.62**	**10,247.73**	**8,600.99**
(B) CASH FLOW FROM INVESTING ACTIVITIES			
Payment for purchase and construction of property, plant and equipment	(5,516.58)	(5,694.77)	(5,808.27)
Proceeds from disposal of Property, plant and equipment and Investment property	44.00	-	-
(Investment in)/Proceeds from Fixed Deposits (Net)	2,611.87	(2,300.00)	-
Investment in subsidiary (Refer note 52A)	(22,712.32)	-	-
Purchase of current investments	(42,495.10)	(43,375.05)	(29,040.00)
Proceeds from sale of current investments	38,696.30	48,130.03	33,222.43
Loans & advances (given)/ received during the year	(15.20)	(7.46)	(5.25)
Interest received	145.96	145.84	145.01
NET CASH FLOW USED IN INVESTING ACTIVITIES	**(29,241.07)**	**(3,101.41)**	**(1,486.08)**
(C) CASH FLOW FROM FINANCING ACTIVITIES			
Share/CCD issue expenses	(497.34)	(8.84)	-
Repayment of long term borrowings	(53,199.71)	(12,500.00)	(11,500.00)
Proceeds from long term borrowings	53,288.04	10,300.00	7,500.00
Proceeds from Issue of equity shares	16,000.00	-	-
Proceeds from Issue of compulsory convertible debentures	5,000.00	-	-
Fund receipt on account of business combination (Refer note 52B)	-	399.09	1,528.80
Short term borrowing (Net)	743.59	-	-
Repayment of lease liabilities (Refer note 40)	(632.10)	(201.24)	(148.02)
Interest paid	(6,505.47)	(3,579.55)	(3,849.08)
NET CASH FLOW FROM/(USED) IN FINANCING ACTIVITIES	**14,197.01**	**(5,590.54)**	**(6,468.30)**
Net increase/(decrease) in cash and cash equivalents (A+B+C)	**2,129.56**	**1,555.78**	**646.61**
Cash and cash equivalents at the beginning of the year	2,538.54	982.76	336.15
Additions through business combination (Refer Note 52A)	262.99	-	-
Cash and cash equivalents at the end of the year	**4,931.09**	**2,538.54**	**982.76**
Reconciliation of Cash and Cash equivalents with the statement of assets and liabilities			
Cash and Bank Balances as per statement of assets and liabilities			
Bank balances (including bank deposits)	4,910.43	2,537.09	917.68
Cheques/drafts on hand	20.22	0.65	64.44
Cash on hand	0.44	0.80	0.64
Cash and cash equivalents at the end of the year	**4,931.09**	**2,538.54**	**982.76**

Notes :

i) The above Restated Consolidated Ind AS Summary Statement of Cash flows has been prepared under the 'Indirect Method' as set out in the Indian Accounting Standard (Ind AS) 7 - "Statement of Cash Flows ".

ii) **Disclosure as required by Ind AS 7 - "Statement of Cash Flows" - Changes in liabilities arising from financing activities:**

Particulars	2020-21	2019-20	2018-19
Opening balance	44,632.71	46,258.90	50,052.36
Non Cash movement			
- Conversion of CCD (Refer note 17 (c)(ii))	-	-	(324.85)
- Adjustment on account of business combination (Refer note 52A)	30,920.83	-	-
- Accrual of interest	5,947.99	3,983.71	4,311.04
Cash movement			
- Further Borrowings	54,031.50	10,300.00	7,500.00
- Principal repayment	(53,199.71)	(12,500.00)	(11,500.00)
- Interest payment	(5,913.30)	(3,409.90)	(3,779.65)
Closing balance	**76,420.02**	**44,632.71**	**46,258.90**

Note: The above statement should be read with Significant Accounting Policies forming part of the Restated Consolidated Ind AS Summary Statement in Annexure V, Statement of Restated Adjustment to Consolidated Ind AS Summary Statement in Annexure VI and Notes to Restated Consolidated Ind AS Summary Statement in Annexure VII.

As per our report of even date attached

For and on behalf of the Board of Directors of Nuvoco Vistas Corporation Limited
CIN: U26940MH1999PLC118229

For **MSKA & Associates**
Chartered Accountants
Firm Registration No. 105047W

Jayakumar Krishnaswamy
Managing Director
DIN: 02099219

Bhavna Doshi
Director
DIN: 00400508

Siddharth Iyer
Partner
Membership No. 116084

Maneesh Agrawal
Chief Financial Officer

Shruta Sanghavi
Company Secretary

Place : Mumbai
Date : July 24, 2021

Place : Mumbai
Date : July 24, 2021

Nuvoco Vistas Corporation Limited

Annexure IV

Restated Consolidated Ind AS Summary Statement of Changes in Equity

(All amounts are in Rs million, unless otherwise stated)

Equity Share Capital

	31 March 2021		31 March 2020		31 March 2019	
	No. of Shares	Amount	No. of Shares	Amount	No. of Shares	Amount
Balance at the beginning of the reporting year	24,23,61,787	2,423.62	20,00,00,000	2,000.00	15,00,00,000	1,500.00
Conversion of CCD into equity shares (Refer note 17(c) (ii))	-	-	-	-	5,00,00,000	500.00
Shares issued on account of business combination with Nimbol unit (Refer Note 52B)	-	-	4,23,61,787	423.62	-	-
Shares Issued (Right Issue)	7,27,27,274	727.27	-	-	-	-
Balance at the end of the reporting year	31,50,89,061	3,150.89	24,23,61,787	2,423.62	20,00,00,000	2,000.00

Other equity

Particulars	Reserves and Surplus*										Equity component of compound instrument	Equity share pending allotment	Total
	Capital reserve	Capital reserve on amalgamation	Capital reserve on merger	Securities premium	Capital redemption reserve	Debenture redemption reserve	Amalgamation Reserve	General reserve	Statutory Reserve Under Section 45IC of RBI Act	Retained earnings			
Balance at 1 April 2018	**373.32**	**(10,537.50)**	**6,665.85**	**13,130.34**	**233.33**	**5,209.55**	**25.31**	**900.00**	**0.12**	**20,742.58**	**9,568.45**	**423.62**	**46,734.97**
Restated loss for the year	-	-	-	-	-	-	-	-	-	(264.88)	-	-	(264.88)
Restated other comprehensive loss for the year	-	-	-	-	-	-	-	-	-	(15.86)	-	-	(15.86)
Total comprehensive loss	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**(280.74)**	**-**	**-**	**(280.74)**
Transfer to Debenture redemption reserve from retained earnings**	-	-	-	-	-	2,600.52	-	-	-	(2,600.52)	-	-	-
Transfer to retained earnings from Debenture redemption reserve**	-	-	-	-	-	(2,875.00)	-	-	-	2,875.00	-	-	-
Reversal of CCD debt component (Refer note 17(c) (ii))	-	-	-	-	-	-	-	-	-	324.59	-	-	324.59
Reversal of deferred tax on CCD debt component	-	-	-	-	-	-	-	-	-	113.66	(226.82)	-	(113.16)
Converstion of CCD into equity (Refer note 17(c) (ii))	-	-	-	8,841.63	-	-	-	-	-	-	(9,341.63)	-	(500.00)
Contribution from erstwhile owners of demerged undertaking	-	-	1,528.80	-	-	-	-	-	-	-	-	-	1,528.80
Equity shares pending allotment (Refer note 52B)	-	-	-	-	-	-	-	-	-	-	-	-	-
Adjustment on account of business combination (Refer note 52B)	-	-	188.20	-	-	-	-	-	-	-	-	-	188.20
Balance at 31 March 2019	**373.32**	**(10,537.50)**	**8,382.85**	**21,971.97**	**233.33**	**4,935.07**	**25.31**	**900.00**	**0.12**	**21,174.57**	**-**	**423.62**	**47,882.66**
Ind AS 116 restatement adjustment	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	54.38	**-**	**-**	**54.38**
Restated balance at 1 April 2019	**373.32**	**(10,537.50)**	**8,382.85**	**21,971.97**	**233.33**	**4,935.07**	**25.31**	**900.00**	**0.12**	**21,228.95**	**-**	**423.62**	**47,937.04**

Particulars	Reserves and Surplus*										Equity component of compound instrument	Equity share pending allotment	Total
	Capital reserve	Capital reserve on amalgamation	Capital reserve on merger	Securities premium	Capital redemption reserve	Debenture redemption reserve	Amalgamation Reserve	General reserve	Statutory Reserve Under Section 45IC of RBI Act	Retained earnings			
Restated profit for the year	-	-	-	-	-	-	-	-	-	2,492.55	-	-	2,492.55
Restated other comprehensive loss for the year	-	-	-	-	-	-	-	-	-	(30.37)	-	-	(30.37)
Total comprehensive income	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**2,462.18**	**-**	**-**	**2,462.18**
													-
Transfer to Debenture redemption reserve from retained earnings**	-	-	-	-	-	730.73	-	-	-	(730.73)	-	-	-
Transfer to retained earnings from Debenture redemption reserve**	-	-	-	-	-	(3,039.59)	-	-	-	3,039.59	-	-	-
Contribution from erstwhile owners of demerged undertaking	-	-	399.09	-	-	-	-	-	-	-	-	-	399.09
Issue of shares on account of business combination (Refer note 52B)	-	-	-	-	-	-	-	-	-	-	-	(423.62)	(423.62)
Share issue expenses (net of tax)***	-	-	-	(5.75)	-	-	-	-	-	-	-	-	(5.75)
Balance at 31 March 2020	**373.32**	**(10,537.50)**	**8,781.94**	**21,966.22**	**233.33**	**2,626.21**	**25.31**	**900.00**	**0.12**	**25,999.99**	**-**	**-**	**50,368.94**
Restated loss for the year	-	-	-	-	-	-	-	-	-	(259.19)	-	-	(259.19)
Restated other comprehensive income for the year	-	-	-	-	-	-	-	-	-	29.29	-	-	29.29
Total comprehensive loss	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**(229.90)**	**-**	**-**	**(229.90)**
Transfer to retained earnings from Debenture redemption reserve**	-	-	-	-	-	(2,626.21)	-	-	-	2,626.21	-	-	-
Premium on Issue of right shares	-	-	-	15,272.73	-	-	-	-	-	-	-	-	15,272.73
Share/CCD issue expenses (net of tax)***	-	-	-	(325.13)	-	-	-	-	-	-	-	-	(325.13)
Issue of CCD (Refer note 57)	-	-	-	-	-	-	-	-	-	-	4,999.68	-	4,999.68
Balance at 31 March 2021	**373.32**	**(10,537.50)**	**8,781.94**	**36,913.82**	**233.33**	**-**	**25.31**	**900.00**	**0.12**	**28,396.30**	**4,999.68**	**-**	**70,086.32**

Notes:

* Refer note 17 for description of the nature and purpose of each reserve within other equity

** As per notification GSR 574(E) in reference to amendmend in rule 18, for sub rule 7 of the Companies (Share Capital and Debentures) Rules, 2014, Group has discontinued creating Debenture Redemption Reserve w.e.f. 16th August 2019

*** Share/CCD issue expense is related to issue of Compulsorily and mandatorily Convertible Debentures, right shares during the year ended 31 March 2021 and stamp duty charge on new equity shares on business combination in financial year 2019-20 (Refer note 52B).

Note: The above statement should be read with Significant Accounting Policies forming part of the Restated Consolidated Ind AS Summary Statement in Annexure V, Statement of Restated Adjustment to Consolidated Ind AS Summary Statement in Annexure VI and Notes to Restated Consolidated Ind AS Summary Statement in Annexure VII.

As per our report of even date attached
For MSKA & Associates
Chartered Accountants
Firm Registration No. 105047W

Jayakumar Krishnaswamy
Managing Director
DIN: 02099219

Bhavna Doshi
Director
DIN: 00400508

Siddharth Iyer
Partner
Membership No. 116084

Maneesh Agrawal
Chief Financial Officer

Shruta Sanghavi
Company Secretary

Place : Mumbai
Date : July 24, 2021

Place : Mumbai
Date : July 24, 2021

Nuvoco Vistas Corporation Limited
Annexure V
Significant accounting policies and explanatory notes to Restated Consolidated Ind AS Summary Statements

A. Company Information

Nuvoco Vistas Corporation Limited ("the Company") is a limited company domiciled and headquartered in India and incorporated under the provisions of the Companies Act, 1956. The registered office is located at Equinox Business Park, Tower-3, 4th Floor, LBS Marg, Off BKC, Kurla (West), Mumbai – 400070.

On July 14, 2020, Company acquired 100% of equity shares of Emami Cement Limited (subsequently renamed to Nu Vista Limited ("NVL")) from Emami Group. The Company and its subsidiary (collectively, the Group) is principally engaged in the business of manufacturing and sale of Cement and Ready Mix along with trading and manufacturing of Aggregates. The Group caters mainly to the domestic market.

B. Significant accounting policies

I. Basis of preparation

The Restated Consolidated Ind AS Summary Statements of the Group comprise of the Restated Consolidated Ind AS Summary Statement of Assets and Liabilities as at 31 March 2021, 31 March 2020 and 31 March 2019, the related Restated Consolidated Ind AS Summary Statement of Profit and Loss (including Other Comprehensive Income), the Restated Consolidated Ind AS Summary Statement of Cash Flows and the Restated Consolidated Ind AS Summary Statement of Changes in Equity for the year ended 31 March 2021, 31 March 2020 and 31 March 2019, along with the Significant Accounting Policies and explanatory notes (collectively, the 'Restated Consolidated Ind AS Summary Statements' or 'Statements') have been prepared specifically for inclusion in the Red Herring Prospectus ('RHP") and Prospectus to be filed by the Company with the Securities and Exchange Board of India ("SEBI") in connection with proposed Initial Public Offering ("IPO") through Offer for sale by selling shareholders and fresh issue of its equity shares, in accordance with the requirements of:

a) Section 26 of Part I of Chapter III of the Companies Act, 2013 (the "Act");

b) relevant provisions of "The Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 ("SEBI ICDR")" as amended from time to time; and

c) The Guidance Note on Reports in Company Prospectuses (Revised 2019) issued by the Institute of Chartered Accountants of India (ICAI) (the "Guidance Note").

The Restated Consolidated Ind AS Summary Statements have been compiled from: -

1. Audited Consolidated Ind AS financial statements of the Group as at and for the year ended 31 March 2021 prepared in accordance with the Indian Accounting Standard (referred to as "Ind AS") as prescribed under Section 133 of the Act read with Companies (Indian Accounting Standards) Rules 2015, as amended and other accounting principles generally accepted in India, which have been approved by the Board of Directors at their meeting held on 21 May 2021.

2. Audited Consolidated Ind AS financial statements of the Group as at and for year ended 31 March 2020 prepared in accordance with Ind AS as prescribed under Section 133 of the Act read with Companies (Indian Accounting Standards) Rules 2015, as amended and other accounting principles generally accepted in India, which have been approved by the Board of Directors at their meeting held on 24 June 2020.

   During the year ended 31 March 2020, the National Company Law Tribunal (NCLT) Mumbai vide its order dated 9 January 2020 sanctioned the Scheme of Arrangement for transfer of cement division of Nirma Limited (Demerged undertaking) into the Company (hereafter called as Arrangement). The appointed date as per the scheme is 1 June 2019. The Scheme became effective upon filing of certified copy of said order of NCLT with the Office of Registrar of Companies, Mumbai MCA on 1 February 2020 ("Effective Date") and accordingly effect of the same was given in the Audited Consolidated Ind AS financial statements for year ended 31 March 2020 by restating the prior years' financial information (year ended 31 March 2019) as required under Ind AS-103: Business Combinations, Appendix C : Business combinations of entities under common control.

3. Audited Consolidated Ind AS financial statements of the Group as at and for year ended 31 March 2019 prepared in accordance with Ind AS as prescribed under Section 133 of the Act read with Companies (Indian Accounting Standards) Rules 2015, as amended and other accounting principles generally accepted in India, which have been approved by the Board of Directors at their meeting held on 7 May 2019.

   While preparing the Restated Consolidated Ind AS Summary Statements, adjustments to the Audited Consolidated Ind AS financial statements of the Group for year ended 31 March 2019 and 31 March 2018 have been made to reflect the following:

   i. Audited Consolidated Ind AS financial statements of the Group for year ended 31 March 2018 was the first comparative year presented in the Restated Consolidated Ind AS Summary Statements included in the Draft Red Hearing Prospectus ('DRHP') filed with SEBI on May 6, 2021. In this Restated Consolidated Ind AS Summary Statements included in the Draft Red Hearing Prospectus ('DRHP') filed with SEBI on May 6, 2021, certain restatement adjustments as explained below were recorded on 1 April 2017 and for year-ended 31 March 2018 as per the requirements of SEBI ICDR and Guidance Note.

      For inclusion of Restated Consolidated Ind AS Summary Statements in RHP and Prospectus, the Group has considered these adjustments effective from 1 April 2017 to keep the figures for the year ended 31 March 2019 and year ended 31 March 2020 consistent to those presented in Restated Consolidated Ind AS Summary Statements included in DRHP.

   ii. During the year-ended 31 March 2020, the National Company Law Tribunal (NCLT) Mumbai vide its order dated 9 January 2020 sanctioned the Scheme of Arrangement for transfer of cement division of Nirma Limited (Demerge undertaking) into the Company (Hereafter called as Arrangement). The appointed date as per the scheme was 1 June 2019. The Scheme became effective upon filing of certified copy of said order of NCLT with the Office of Registrar of Companies, Mumbai MCA on 1

February 2020 ("Effective Date"). As per Appendix C to Ind AS 103 "Business Combinations", this is a transaction under common control and therefore prior years financial information needs to be restated. Accordingly in the Restated Consolidated Ind AS Summary Statements included in DRHP, the Audited Consolidated Ind AS financial statements of the Group for the year-ended 31 March 2019 and 31 March 2018 have been restated as if the business combination had occurred from the beginning of the earliest period presented (1 April 2017). The net impact of these adjustments (at 31 March 2018) given in the Restated Consolidated Ind AS Summary statements which were included in the DRHP has been carried forward to this Restated Consolidated Ind AS Summary statements.

iii. In the Audited Consolidated Ind AS financial statements for year-ended 31March 2020, the Group had applied Ind AS 116 "Leases" using the modified retrospective approach and therefore comparative information for previous year was not restated. As required under the ICDR Regulations, the Restated Consolidated Ind AS Summary Statements (including for the stub period if applicable) should be restated to ensure consistency of presentation, disclosures and the accounting policies for all the periods presented in line with that of the latest financial year/stub period presented. Accordingly, in the Restated Consolidated Ind AS Summary Statements included in DRHP, the Audited Consolidated Ind AS financial statements of the Group for the year-ended 31 March 2019 and 31 March 2018 were restated as if Ind AS 116 was adopted from the earliest period presented (1 April 2017). The net impact of these adjustments (at 31 March 2018) given in the Restated Consolidated Ind AS Summary statements which were included in the DRHP has been carried forward to this Restated Consolidated Ind AS Summary statements.

Further as required by the Guidance Note, the equity balance as at 31 March 2019 in the Restated Consolidated Ind AS Summary Statements, computed after giving impact of (ii) and (iii) above, has been adjusted as a part of restated adjustments and carried forward to the opening equity balance as of 1 April 2019 given in the Audited Consolidated Ind AS financial statements for year-ended 31 March 2020.

The accounting policies followed for year ended 31 March 2020 was consistent with that of year-ended 31 March 2021, therefore no adjustments were required in Audited Consolidated Ind AS financial statements for year-ended 31 March 2020.

The Restated Consolidated Ind AS Summary Statements have been prepared under the historical cost convention and on accrual basis, except for certain financial assets and liabilities (refer accounting policy regarding financial instruments) that have been measured at fair value.

The accounting policies adopted by the group are followed by its joint venture in preparation and presentation of its financial statements.

Nuvoco Vistas Corporation Limited
Annexure V
Significant accounting policies and explanatory notes to Restated Consolidated Ind AS Summary Statements

The Restated Consolidated Ind AS Summary Statements which comprise financial information of the Group for the financial year ended 31 March 2021, 31 March 2020 and 31 March 2019 were approved for issue in accordance with a resolution of the directors on July 3, 2021. The Restated Consolidated Ind AS Summary Statements has been re-adopted in the board meeting dated July 24, 2021 to incorporate certain observation received from Securities and Exchange Board of India (SEBI) on certain disclosures in Notes to Restated Consolidated Ind AS Summary Statements.

II Basis of consolidation

Restated Consolidated Ind AS Summary Statements comprise the restated financial statements of the Company, its subsidiary and its joint venture. Control is achieved when the Group is exposed, or has rights, to variable returns from its involvement with the investee and has the ability to affect those returns through its power over the investee. Specifically, the Group controls an investee if, and only if, the Group has:

- Power over the investee (i.e., existing rights that give it the current ability to direct the relevant activities of the investee)
- Exposure, or rights, to variable returns from its involvement with the investee
- The ability to use its power over the investee to affect its returns

The Group re-assesses whether or not it controls an investee if facts and circumstances indicate that there are changes to one or more of the three elements of control. Consolidation of a subsidiary begins when the Group obtains control over the subsidiary and ceases when the Group loses control of the subsidiary. Assets, liabilities, income and expenses of a subsidiary acquired or disposed of during the year are included in the consolidated financial statements from the date the Group gains control until the date the Group ceases to control the subsidiary.

If the Group loses control over a subsidiary, it derecognises the related assets (including goodwill), liabilities, non-controlling interest and other components of equity, while any resultant gain or loss is recognised in profit or loss. Any investment retained is recognised at fair value.

The financial information of the Company and its subsidiary is combined on a line-by-line basis by adding together like items of assets, liabilities, equity, incomes, expenses and cash flows, after fully eliminating intra-group balances and intra-group transactions. Profits or losses resulting from intra-group transactions are eliminated in full. When necessary, adjustments are made to the financial statements of subsidiaries to bring their accounting policies in line with the Group's accounting policies.

The list of companies which are included in consolidation and the company's holdings therein are as under:

Name of the Company	Percentage Holding March 31, 2021
a) Subsidiary Company	
1) Nu Vista Limited	100.00%
b) Joint Venture	
1) Wardha Vaalley Coal Field Private Limited	19.14%

III Summary of Significant Accounting Policies

1. Property, plant and equipment (PPE)

Property, plant and equipment are stated at cost comprising of purchase price and any initial directly attributable cost of bringing the asset to its working condition for its intended use, less accumulated depreciation (other than freehold land) and impairment loss, if any.

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

An item of spare parts that meets the definition of 'PPE' is recognised as "PPE". The depreciation on such an item of spare part will begin when the asset is available for use i.e. when it is in the location and condition necessary for it to be capable of operating in the manner intended by management. In case of a spare part, as it may be readily available for use, it may be depreciated from the date of purchase of the spare part.

All other repairs and maintenance are charged to the statement of profit and loss during the reporting period in which they are incurred.

Capital work in progress ('CWIP') is stated at cost, net of accumulated impairment losses, if any. All the direct expenditure related to implementation including incidental expenditure incurred during the period of implementation of a project, till it is commissioned, is accounted as CWIP and after commissioning the same is transferred / allocated to the respective item of property, plant and equipment.

Pre-operating costs, being indirect in nature, are expensed to the statement of profit and loss as and when incurred.

The present value of the expected cost for the decommissioning of an asset after its use is included in the cost of the respective asset if the recognition criteria for a provision are met.

Property, plant and equipment are eliminated from financial statement, either on disposal or when retired from active use. Gains or losses arising in the case of retirement of property, plant and equipment are recognised in the statement of profit and loss in the period of occurrence.

Depreciation methods, estimated useful lives and residual value

Depreciation (other than on mining land) is calculated on a straight-line basis to allocate the cost of assets, net of their residual values, over their estimated useful lives. Components having value significant to the total cost of the asset and life different from that of the main asset are depreciated over its useful life. The useful lives have been determined based on technical evaluation which are higher than those specified by Schedule II to the Companies Act; 2013, in order to reflect the actual usage of the assets. The useful lives so determined are as follows:

Asset Type	Useful life (in years)/ Basis of amortisation
Buildings and roads	1 to 60
Plant and machinery	1 to 50
Railway sidings and locomotives	30
Office equipment	1 to 20
Vehicles	5 to 10
Furniture and fixtures	1 to 15
Mining land	Amortised on the unit of production method based on extraction of limestone from mines

Cost of mineral reserve embedded in the cost of freehold mining land is depreciated in proportion of actual quantity of minerals extracted to the estimated quantity of extractable mineral reserves.

Depreciation on items of property, plant and equipment acquired / disposed off during the period is provided on pro-rata basis with reference to the date of addition / disposal.

Residual values, useful life of assets and methods of depreciation of property, plant and equipment are reviewed at the end of each financial period.

2. Investment property

A property that is held for long term rental yields or for capital appreciation or both is classified as "Investment properties".

Investment properties are measured initially at cost, including transaction costs. Subsequent to initial recognition, investment properties are stated at cost less accumulated depreciation and accumulated impairment loss, if any.

The Group, based on management estimate, depreciates the building over estimated useful lives which are different from the useful life prescribed in Schedule II to the Companies Act, 2013. The management believes that these estimated useful lives are realistic and reflect fair approximation of the period over which the assets are likely to be used.

The Group depreciates building component of investment property over 30 years from the date of original purchase.

Investment properties are derecognised either when they have been disposed of or when they are permanently withdrawn from use and no future economic benefit is expected from their disposal. The difference between the net disposal proceeds and the carrying amount of the asset is recognised in profit or loss in the period of derecognition.

3. Intangible Assets

Intangible assets are recognised when it is probable that the future economic benefits that are attributable to the assets will flow to the Group and the cost of the asset can be measured reliably.

Intangible assets acquired separately are measured at cost on initial recognition. The cost of intangible assets acquired in a business combination is their fair value at the date of acquisition. Following initial recognition, intangible assets are carried at cost less any accumulated amortisation and accumulated impairment losses, if any.

Internally generated intangibles, excluding capitalised development costs, are not capitalised and the related expenditure is reflected in profit and loss in the period in which the expenditure is incurred.

Amortisation methods, estimated useful lives and residual value

Intangible assets are amortised on a straight line basis over their estimated useful lives based on underlying contracts where applicable, except for mining rights

The useful lives of intangible assets are assessed as either finite or indefinite. The useful lives so determined are as follows:

Asset Type	**Useful life/ Basis of amortisation**
Mining Rights	Amortised on the unit of production method based on extraction of limestone from mines but restricted upto the lease period (in case of `Leasehold and Freehold Land)
Supplier agreement	(Finite) Upto the validity of the Contract
Trademark	(Finite) 10 years
Software	(Finite) 4 to 15 years

The amortisation period and the amortisation method for an intangible asset with a finite useful life are reviewed at least at the end of each reporting period.

Intangible assets with indefinite useful lives are not amortised, but are tested for impairment annually, either individually or at the cash-generating unit level. The assessment of indefinite life is reviewed annually and change if any in useful life from indefinite to finite is made on a prospective basis.

4. Impairment of non-financial assets

The Group assesses, at each reporting date, whether there is an indication that an asset may be impaired. If any indication exists, or when annual impairment testing for an asset is required, the Group estimates the asset's recoverable amount. An asset's recoverable amount is the higher of an asset's or cash-generating unit's (CGU) fair value less costs of disposal and its value in use. Recoverable amount is determined for an individual asset, unless the asset does not generate cash inflows that are largely independent of those from other assets or groups of assets. When 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. In determining fair value less costs of disposal, recent market transactions are taken into account. If no such transactions can be identified, an appropriate valuation model is used.

The Group bases its impairment calculation on detailed budgets and forecast calculations, which are prepared separately for each of the Group's CGUs to which the individual assets are allocated. These budgets and forecast calculations generally cover a period of five years. For longer periods, a long-term growth rate is calculated and applied to project future cash flows after the fifth year. In any case the growth rate does not exceed the long term average growth rate for the products/industries in which the entity operates.

Impairment losses, are recognised in the statement of profit and loss

Goodwill and intangible assets with indefinite useful lives are tested for impairment annually and when circumstances indicate that the carrying value may be impaired. Impairment is determined for goodwill and intangible assets with indefinite useful lives by assessing the recoverable amount of each CGU (or group of CGUs) to which it relates. When the recoverable amount of the CGU is less than its carrying amount, an impairment loss is recognised. Impairment losses relating to goodwill and intangible assets with indefinite useful lives cannot be reversed in future periods.

5. Leases:

The Group evaluates each contract or arrangement, whether it qualifies as lease as defined under Ind AS 116.

<u>The Group as a lessee:</u>

The Group assesses, whether the contract is, or contains, a lease at the inception of the contract or upon the modification of a contract. A contract is, or contains, a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration.

The Group at the commencement of the lease contract recognizes a Right-of-Use (RoU) asset at cost and corresponding lease liability, except for leases with a term of twelve months or less (short-term leases) and leases for which the underlying asset is of low value (low-value leases). For these short-term and low-value leases, the Group recognizes the lease payments as an operating expense on a straight-line basis over the term of the lease.

The cost of the right-of-use assets comprises the amount of the initial measurement of the lease liability, adjusted for any lease payments made at or prior to the commencement date of the lease, any initial direct costs incurred by the Group, any lease incentives received and expected costs for obligations to dismantle and remove right-of-use assets when they are no longer used.

Subsequently, the right-of-use assets is measured at cost less any accumulated depreciation and accumulated impairment losses, if any. The right-of-use assets are depreciated on a straight-line basis from the commencement date of the lease over the shorter of the end of the lease term or useful life of the right-of-use asset.

Right-of-use assets are assessed for impairment whenever there is an indication that the balance sheet carrying amount may not be recoverable using cash flow projections for the useful life.

For lease liabilities at commencement date, the Group measures the lease liability at the present value of the future lease payments from the commencement date of the lease to end of the lease term. The lease payments are discounted using the interest rate implicit in the lease or, if not readily determinable, the Group's incremental borrowing rate for the asset subject to the lease in the respective markets.

Subsequently, the Group measures the lease liability by adjusting carrying amount to reflect interest on the lease liability and lease payments made.

The Group remeasures the lease liability (and makes a corresponding adjustment to the related right-of-use asset) whenever there is a change to the lease terms or expected payments under the lease, or a modification that is not accounted for as a separate lease

The portion of the lease payments attributable to the repayment of lease liabilities is recognized in cash flows used in financing activities. Also, the portion attributable to the payment of interest is included in cash flows from financing activities. Further, Short-term lease payments, payments for leases for which the underlying asset is of low-value and variable lease payments not included in the measurement of the lease liability is included in cash flows from operating activities.

The Group as a lessor:

In arrangements where the Group is the lessor, it determines at lease inception whether the lease is a finance lease or an operating lease. Leases that transfer substantially all of the risk and rewards incidental to ownership of the underlying asset to the counterparty (the lessee) are accounted for as finance leases. Leases that do not transfer substantially all of the risks and rewards of ownership are accounted for as operating leases. Lease payments received under operating leases are recognized as income in the statement of profit and loss on a

straight-line basis over the lease term or another systematic basis. The Group applies another systematic basis if that basis is more representative of the pattern in which benefit from the use of the underlying asset is diminished.

6. 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.

A. **Financial assets**

Initial recognition and measurement
All financial assets are recognised initially at fair value plus, in the case of financial assets not recorded at fair value through profit and loss, transaction costs that are attributable to the acquisition of the financial asset.

Subsequent measurement
For purposes of subsequent measurement, financial assets are classified in two broad categories:

1. Financial assets at amortised cost
2. Financial assets at fair value

Where assets are measured at fair value, gains and losses are either recognized in the statement of profit and loss (i.e. fair value through profit and loss) (FVTPL), or recognized in other comprehensive income (i.e. fair value through other comprehensive income) (FVTOCI)

Financial asset at amortised cost

A financial asset is measured at amortised cost if following two conditions are met:

1. The asset is held within a business model whose objective is to hold assets for collecting contractual cash flows, and

2. The contractual terms of the asset give rise on specified dates to cash flows that are solely payments of principal and interest (SPPI) on the principal amount outstanding.

After initial measurement, such financial assets are subsequently measured at amortised cost using the effective interest rate (EIR) method. Amortised cost is calculated by taking into account any discount or premium on acquisition and fees or costs that are an integral part of the EIR.

The EIR amortisation is included in finance income in the profit or loss. The losses arising from impairment are recognised in the profit or loss. This category generally applies to trade and other receivables.

Financial assets at fair value

Debt instruments

A debt instrument is classified as at FVTOCI if following two conditions are met:

1. The objective of the business model is achieved both by collecting contractual cash flows and selling the financial assets, and

2. The asset's contractual cash flows represent SPPI

Debt instrument included within the fair value through other comprehensive income are measured initially as well as at each reporting date at fair value. Fair value movements are recognized in the other comprehensive income (OCI).Upon derecognition, the cumulative fair value change recognised in OCI is recycled to profit or loss.

All other investment in debt instruments not measured at amortised cost or at FVTOCI as described above is measured at fair value through profit and loss.

Equity investments

All equity investments in scope of Ind AS 109 are measured at fair value. Equity instruments which are held for trading and contingent consideration, recognised by an acquirer in a business combination to which Ind AS 103 applies are classified as at fair value through profit or loss. For all other equity instruments, the Group may make an irrevocable election to present in other comprehensive income subsequent changes in the fair value. The Group makes such election on an instrument by instrument basis. The classification is made on initial recognition and is irrevocable.

If the Group decides to classify an equity instrument as at fair value through other comprehensive income, then all fair value changes on the instrument, excluding dividends, are recognized in the OCI. There is no recycling of the amounts from OCI to Profit and loss, even on sale of investment. However, the Group may transfer the cumulative gain or loss within equity.

Equity instruments included within the fair value through profit or loss category are measured at fair value with all changes recognised in the statement of profit and loss.

Derecognition

A financial asset (or, where applicable, a part of a financial asset or part of a group of similar financial assets) is primarily derecognised (i.e. removed from the Group's statement of financial position) when:

1. The rights to receive cash flows from the asset have expired, or
2. The Group has transferred its rights to receive cash flows from the asset or has assumed an obligation to pay the received cash flows in full without

material delay to a third party under a 'pass-through' arrangement; and either

a) the Group has transferred substantially all the risks and rewards of the asset, or
b) the Group has neither transferred nor retained substantially all the risks and rewards of the asset, but has transferred control of the asset.

When the Group has transferred its rights to receive cash flows from an asset or has entered into a pass-through arrangement, it evaluates if and to what extent it has retained the risks and rewards of ownership. When it has neither transferred nor retained substantially all of the risks and rewards of the asset, nor transferred control of the asset, the Group continues to recognise the transferred asset to the extent of the Group's continuing involvement. In that case, the Group also recognises an associated liability. The transferred asset and the associated liability are measured on a basis that reflects the rights and obligations that the Group has retained.

Impairment of financial assets

The Group assesses impairment based on expected credit loss (ECL) model to the following:

1. Financial assets measured at amortised cost;
2. Debt Financial instruments measured at fair value through other comprehensive income (FVTOCI);

Expected credit losses are measured through a loss allowance at an amount equal to:

1. The 12-months expected credit losses (expected credit losses that result from those default events on the financial instrument that are possible within 12 months after the reporting date); or
2. Full life time expected credit losses (expected credit losses that result from all possible default events over the life of the financial instrument).

The Group follows 'simplified approach' for recognition of impairment loss allowance on trade receivables.

Under the simplified approach, the Group does not track changes in credit risk. Rather, it recognises impairment loss allowance based on lifetime ECLs at each reporting date, right from its initial recognition.

The Group uses a provision matrix to determine impairment loss allowance on the portfolio of trade receivables. The provision matrix is based on its historically observed default rates over the expected life of the trade receivable and is adjusted for forward looking estimates. At every reporting date, the historical observed default rates are updated and changes in the forward-looking estimates are analysed.

For recognition of impairment loss on other financial assets and risk exposure, the Group 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, lifetime ECL is used. If, in a subsequent period, credit quality of the

instrument improves such that there is no longer a significant increase in credit risk since initial recognition, then the entity reverts to recognising impairment loss allowance based on 12-month ECL.

B. Embedded derivatives

An embedded derivative is a component of a hybrid instrument that also includes a non-derivative host contract with the effect that some of the cash flows of the combined instrument vary in a way similar to a stand-alone derivative. An embedded derivative causes some or all of the cash flows that otherwise would be required by the contract to be modified according to a specified interest rate, financial instrument price, commodity price, foreign exchange rate, index of prices or rates, credit rating or credit index, or other variable, provided that, in the case of a non-financial variable, it is not specific to a party to the contract.

Derivatives embedded in financial liability or a non-financial host are separated from the host and accounted for as separate derivatives if:

- the economic characteristics and risks are not closely related to the host; a separate instrument with the same terms as the embedded derivative would meet the definition of a derivative (as defined above); and
- the hybrid contract is not measured at fair value through profit or loss.
  Embedded derivatives are measured at fair value with changes in fair value recognised in profit or loss. Reassessment only occurs if there is either a change in the terms of the contract that significantly modifies the cash flows that would otherwise be required or a reclassification of a financial asset out of the fair value through profit or loss category

Financial assets are classified in their entirety based on the business model and SPPI assessments as outlined in A. above

C. Financial liabilities

Initial recognition and measurement
All financial liabilities are recognised initially at fair value and, in the case of loans and borrowings and payables, net of directly attributable transaction costs.

The Group's financial liabilities include trade and other payables, loans and borrowings.

Subsequent measurement
The measurement of financial liabilities depends on their classification, as described below:

1. Financial liabilities at fair value through profit or loss
2. Loans and borrowings measured at amortised cost

Financial liabilities at fair value through profit or loss

Financial liabilities at fair value through profit or loss include financial liabilities held for trading and financial liabilities designated upon initial recognition as at fair value through profit or loss. Financial liabilities are classified as held for trading if they are incurred for the purpose of repurchasing in the near term.

Gains or losses on liabilities held for trading are recognised in the profit or loss.

Financial liabilities are designated at fair value through profit or loss upon initial recognition when one of the following criteria are met. Such designation is determined on an instrument-by-instrument basis:

- the designation eliminates, or significantly reduces, the inconsistent treatment that would otherwise arise from measuring the assets or liabilities or recognising gains or losses on them on a different basis

  Or
- the liabilities are part of a group of financial liabilities, which are managed and their performance evaluated on a fair value basis, in accordance with a documented risk management or investment strategy
  Or
- the liabilities contain one or more embedded derivatives, unless they do not significantly modify the cash flows that would otherwise be required by the contract, or it is clear with little or no analysis when a similar instrument is first considered that separation of the embedded derivative(s) is prohibited

Financial liabilities at fair value through profit or loss are recorded in the statement of financial position at fair value. Changes in fair value are recorded in profit and losswith the exception of movements in fair value of liabilities designated at FVPL due to changes in the Company's own credit risk. Such changes in fair value are recorded in the Own credit reserve through OCI and do not get recycled to the profit or loss.

Loans and borrowings measured at amortised cost

After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortised cost using the EIR method. Gains and losses are recognised in profit or loss when the liabilities are derecognised as well as through the EIR amortisation process.

Amortised cost is calculated by taking into account any discount or premium on acquisition and fees or costs that are an integral part of the EIR. The EIR amortisation is included as finance costs in the statement of profit and loss.

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 and loss.

D. Off-setting 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.

E. Derivative financial instruments and hedge accounting

Initial recognition and subsequent measurement

The Group uses derivative financial instruments, such as forward currency contracts to hedge its foreign currency risks and interest rate risks, respectively. Such derivative financial instruments are initially recognised at fair value on the date on which a derivative contract is entered into and are subsequently re-measured at fair value. Derivatives are carried as financial assets when the fair value is positive and as financial liabilities when the fair value is negative.

Any gains or losses arising from changes in the fair value of derivatives are taken directly to profit or loss, except for the effective portion of cash flow hedges, which is recognised in OCI and later reclassified to profit or loss when the hedge item affects profit or loss.

For the purpose of hedge accounting, hedges are classified as:

i. Fair value hedges when hedging the exposure to changes in the fair value of a recognised asset or liability or an unrecognised firm commitment
ii. Cash flow hedges when hedging the exposure to variability in cash flows that is either attributable to a particular risk associated with a recognised asset or liability or a highly probable forecast transaction or the foreign currency risk in an unrecognised firm commitment
iii. Hedges of a net investment in a foreign operation

At the inception of a hedge relationship, the Group formally designates and documents the hedge relationship to which the Group wishes to apply hedge accounting and the risk management objective and strategy for undertaking the hedge. The documentation includes the Group's risk management objective and strategy for undertaking hedge, the hedging/ economic relationship, the hedged item or transaction, the nature of the risk being hedged, hedge ratio and how the entity will assess the effectiveness of changes in the hedging instrument's fair value in offsetting the exposure to changes in the hedged item's fair value or cash flows attributable to the hedged risk. Such hedges are expected to be highly effective in achieving offsetting changes in fair value or cash flows and are assessed on an ongoing basis to determine that they actually have been highly effective throughout the financial reporting periods for which they were designated.

Cash flow hedges

The effective portion of the gain or loss on the hedging instrument is recognised in OCI in the cash flow hedge reserve, while any ineffective portion is recognised immediately in the statement of profit and loss.

The Group uses forward currency contracts as hedges of its exposure to foreign currency risk in forecast transactions and firm commitments. The ineffective portion relating to foreign currency contracts is recognised in finance costs and the ineffective portion relating to commodity contracts is recognised in other income or expenses.

Amounts recognised as OCI are transferred to profit or loss when the hedged transaction affects profit or loss, such as when the hedged financial income or financial expense is recognised or when a forecast sale occurs. When the hedged item is the cost of a non-financial asset or non-financial liability, the amounts recognised as OCI are transferred to the initial carrying amount of the non-financial asset or liability.

If the hedging instrument expires or is sold, terminated or exercised without replacement or rollover (as part of the hedging strategy), or if its designation as a hedge is revoked, or when the hedge no longer meets the criteria for hedge accounting, any cumulative gain or loss previously recognised in OCI remains separately in equity until the forecast transaction occurs or the foreign currency firm commitment is met.

7. Compulsorily Convertible Debentures:

Compulsorily Convertible Debentures are considered to be compound financial instruments and are separated into liability and equity components based on the substance of the contractual arrangements and the definitions of a financial liability and an equity instrument. A conversion option that will be settled by the exchange of a fixed amount of cash or another financial asset for a fixed number of the Company's own equity instruments is to be accounted as an equity instrument.

The debt component, which corresponds to the present value of the future interest payments, is deducted from the proceeds of the issue. The debt component is included in financial liabilities. This amount is measured at amortised cost (net of transaction costs) until it is extinguished on conversion or redemption.

The remainder of the proceeds is allocated to the conversion option that is recognised and included in equity since conversion option meets Ind AS 32 Financial Instruments presentation criteria for fixed to fixed classification. Transaction costs are deducted from equity, net of associated income tax. The carrying amount of the conversion option is not remeasured in subsequent years. The conversion option classified as equity will remain in equity until the conversion option is exercised, in which case, the balance recognised in equity will be transferred to other component of equity. No gain or loss is recognised in profit or loss upon conversion.

Transaction costs are apportioned between the liability and equity components of the convertible debentures based on the allocation of proceeds to the liability and equity components when the components are initially recognised. The portion allocated to the equity component is reduced from equity as these are incremental costs directly attributable to the equity transaction. The portion allocated to the liability component is deducted from the liability component balance and is amortized over the life of the coupon payments using the effective interest method.

8. Investment in joint ventures

A joint venture is a type of joint arrangement whereby the parties that have joint control of the arrangement have rights to the net assets of the joint venture. Joint control is the contractually agreed sharing of control of an arrangement, which exists only when decisions about the relevant activities require unanimous consent of the parties sharing control. The Company accounts for investment in Joint venture using the equity method of accounting in the consolidated financial statement

9. Business combination

Business Combination under common control:

Business combinations involving entities that are controlled by the Group or ultimately controlled by the same party or parties both before and after the business combination, and that control is not transitory, are accounted for using the pooling of interests method as follows:

- The assets and liabilities of the combining entities are reflected at their carrying amounts

- No adjustments are made to reflect fair values, or recognise any new assets or liabilities. Adjustments are only made to harmonise accounting policies.

  The financial information in the financial statements in respect of prior periods is restated as if the business combination had occurred from the beginning of the preceding period in the financial statements, irrespective of the actual date of the combination, however, where the business combination had occurred after that date, the prior period information is restated only from that date.

- The balance of the retained earnings appearing in the financial statements of the transferor is aggregated with the corresponding balance appearing in the financial statements of the transferee or is adjusted against general reserve.

- The identity of the reserves is preserved and the reserves of the transferor become the reserves of the transferee

Business Combination not under common control:

The Group accounts for its business combination under acquisition method of accounting. The cost of an acquisition is measured as the aggregate of the consideration transferred, which is measured at acquisition date fair value. Acquisition related costs are recognised in the consolidated statement of profit and loss as incurred.

Identifiable assets acquired and liabilities and contingent liabilities assumed in a business combination are, with limited exceptions, measured initially at their fair values at the acquisition date. The group recognises any non-controlling interest in the acquired entity on an acquisition-by-acquisition basis either at fair value or at the non-controlling interest's proportionate share of the acquired entity's net identifiable assets

The excess of the

- consideration transferred,
- amount of any non-controlling interest in the acquired entity, and
- acquisition-date fair value of any previous equity interest in the acquired entity

over the fair value of the net identifiable assets acquired is recorded as goodwill.

If the fair value of the net assets acquired is in excess of the aggregate consideration transferred, the Group re-assesses whether it has correctly identified all of the assets acquired and all of the liabilities assumed and reviews the procedures used to measure the amounts to be recognised at the acquisition date. If the reassessment still results in an excess of the fair value of net assets acquired over the aggregate consideration transferred, then the gain is recognised as capital reserve

After initial recognition, goodwill is measured at cost less any accumulated impairment losses. For the purpose of impairment testing, goodwill acquired in a business combination is, from the acquisition date, allocated to each of the Group's cash-generating units that are expected to benefit from the combination, irrespective of whether other assets or liabilities of the acquiree are assigned to those units.

10. Inventories

Inventories are valued at the lower of cost and Net Realisable Value (NRV).

Raw materials: cost includes cost of purchase and other costs incurred in bringing the inventories to their present location and condition. Cost is determined on weighted average basis.

Finished goods and work in progress: cost includes cost of direct materials and labour and a proportion of manufacturing overheads based on the actual level of production which approximates normal operating capacity, but excluding borrowing costs.

Stores, spares and other supplies: cost includes cost of purchase and other costs incurred in bringing the inventories to their present location and condition. Cost is determined on weighted average basis. An item of stores and spares that does not meet the definition of 'property, plant and equipment' is recognised as a part of inventories.

Traded goods: cost includes cost of purchase and other costs incurred in bringing the inventories to their present location and condition. Cost is determined on weighted average basis.

Net Realisable Value is the estimated selling price in the ordinary course of business, less estimated costs of completion and the estimated costs necessary to make the sale.

11. Cash and cash equivalents

Cash and cash equivalent in the balance sheet comprise cash at banks and on hand and short-term deposits with an original maturity of three months or less, which are subject to an insignificant risk of changes in value. For the purpose of the statement of cash flows, cash and cash equivalents consist of cash and short-term deposits, as defined above, net of outstanding bank overdrafts as they are considered an integral part of the Group's cash management.

12. Cash dividend to equity holders of the Group

The Group recognises a liability to make cash distributions to equity holders of the Group when the distribution is authorised and the distribution is no longer at the discretion of the respective Companies in the Group. As per the corporate laws in India, a distribution is authorised when it is approved by the shareholders. A corresponding amount is recognised directly in equity.

13. Revenue Recognition

Sale of goods:

Revenue is measured at the fair value of the consideration received or receivable, on the basis of approved contracts for the transfer of goods or services with the customer which the entity expects to be entitled in exchange for those goods or services. Revenue from sale of goods is recognised at a point in time net of returns and allowances, related discounts, incentives and volume rebates after the control over the goods sold are transferred to the customer, which is generally on dispatch/delivery of goods.

Returns, allowances, incentives, volume rebates, discounts etc. are estimated considering the terms of various schemes with customers using expected value method and revenue is only recognized to the extent that it is highly probable that significant reversal will not occur.

Significant financing component - Generally, the Group receives short-term advances from its customers. Using the practical expedient in Ind AS 115, the Group does not adjust the promised amount of consideration for the effects of a significant financing component if it expects, at contract inception, that the period between the transfer of the promised good or service to the customer and when the customer pays for that good or service will be one year or less.

An entity collects Goods and Services Tax ("GST") on behalf of the government and not on its own account. Hence it should be excluded from revenue, i.e. revenue should be net of GST.

The Group had adopted Ind AS 115 from 1 April 2018 using the modified retrospective approach by applying Ind AS 115 to all the contracts that were not completed on 1 April 2018. The application of Ind AS 115 did not have any material impact on recognition and measurement principles for all periods presented. However, it resulted in additional presentation and disclosure requirements for the Group, which has been given for all periods presented.

Interest income

For all interest bearing financial assets interest income is recorded using the effective interest rate (EIR), which is the rate that exactly discounts the estimated future cash receipts over the expected life of the financial instrument or a shorter period, where appropriate, to the gross carrying amount of the financial asset. Interest income is included in other income in the statement of profit and loss.

14. Government grants

Government grants are recognised where there is reasonable assurance that the grant will be received and all attached conditions will be complied with. All the grants related to an expense item are recognised as income on a systematic basis over the periods that the related costs, for which it is intended to compensate, are expensed. When grants relates to an assets it is recognized as income in equal amounts over the expected useful life of the related asset.

15. Borrowing costs

Borrowing costs that are attributable to the acquisition, construction or production of a qualifying asset are capitalised as part of the cost of the asset till such time the asset is ready for its intended use or sale. A qualifying asset is an asset that necessarily requires a substantial period of time (generally over twelve months) to get ready for its intended use or sale.

All other borrowing costs are expensed in the period in which they occur.

Borrowing costs consist of interest and other costs that a Group incurs in connection with the borrowing of funds.

16. Income tax

The Income tax expense or credit for the period is the tax payable on the current period's taxable income based on the applicable income tax rate for each jurisdiction adjusted by changes in deferred tax assets and liabilities attributable to temporary differences.

Current income tax assets and liabilities are measured at the amount expected to be recovered from or paid to the taxation authorities, based on the rates and tax laws enacted or substantively enacted, at the reporting date in the country where the entity operates and generates taxable income.

Current income tax relating to items recognized directly in equity is recognised in equity and not in the statement of profit and loss.

Management periodically evaluates positions taken in the tax returns with respect to situations in which applicable tax regulations are subject to interpretation and establishes provisions where appropriate.

Deferred Tax

Deferred tax is provided using the balance sheet approach on temporary differences at the reporting date between the tax bases of assets and liabilities and their corresponding carrying amounts for the financial reporting purposes at the reporting date.

Deferred tax liabilities are recognised for all taxable temporary differences, except:

- When the deferred tax liability arises from the initial recognition of goodwill or an asset or liability in a transaction that is not a business combination and, at the time of the transaction, affects neither the accounting profit nor taxable profit or loss
- In respect of taxable temporary differences associated with investments in subsidiaries, associates and interests in joint arrangements, when the timing of the reversal of the temporary differences can be controlled and it is probable that the temporary differences will not reverse in the foreseeable future

Deferred tax assets are recognised for all deductible temporary differences, the carry forward of unused tax credits and any unused tax losses. Deferred tax assets are recognised to the extent that it is probable that taxable profit will be available against which the deductible temporary differences, and the carry forward of unused tax credits and unused tax losses can be utilised, except:

- When the deferred tax asset relating to the deductible temporary difference arises from the initial recognition of an asset or liability in a transaction that is not a business combination and, at the time of the transaction, affects neither the accounting profit nor taxable profit or loss
- In respect of deductible temporary differences associated with investments in subsidiaries, associates and interests in joint arrangements, deferred tax assets are recognised only to the extent that it is probable that the temporary differences will reverse in the foreseeable future and taxable profit will be available against which the temporary differences can be utilised

The carrying amount of deferred tax assets is reviewed at each reporting date and reduced to the extent that it is no longer probable that sufficient taxable profit will be available to allow all or part of the deferred tax asset to be utilised. Unrecognised deferred tax assets are re-assessed at each reporting date and are recognised to the extent that it has become probable that future taxable profits will allow the deferred tax asset to be recovered.

Deferred tax assets and liabilities are measured at the tax rates that are expected to apply in the year when the asset is realised or the liability is settled, based on tax rates (and tax laws) that have been enacted or substantively enacted at the reporting date.

Deferred tax relating to items recognised outside profit and loss is recognised outside profit and loss (either in other comprehensive income or in equity). Deferred tax items are recognised in correlation to the underlying transaction either in other comprehensive income or directly in equity.

Deferred tax assets and deferred tax liabilities are offset if a legally enforceable right exists to set off current tax assets against current tax liabilities and the deferred taxes relate to the same taxable entity and the same taxation authority.

Minimum alternate tax (MAT) paid in a period is charged to the Statement of Profit and Loss as current tax. The Group recognizes MAT credit available as a deferred tax asset only to the extent that there is convincing evidence that the Group will pay normal income tax during the specified period, i.e., the period for which MAT credit is allowed to be carried forward. The Group reviews the "MAT credit entitlement" asset at each reporting date and writes down the asset to the extent the Group does not have convincing evidence that it will pay normal income tax during the specified period.

17. Employee benefits

All employee benefits payable wholly within twelve months of rendering services are classified as short term employee benefits. Benefits such as salaries, wages, short-term compensated absences, performance incentives etc., and the expected cost of bonus, ex-gratia are recognised during the period in which the employee renders related service.

Retirement benefit in the form of provident fund is a defined contribution scheme. The Group has no obligation, other than the contribution payable to the provident fund. The Group recognizes contribution payable to the provident fund scheme as an expense, when an employee renders the related service.

The Group operates a defined benefit gratuity plan in India, which requires contributions to be made to a separately administered fund. The Group also has additional death benefit scheme for specific set of employees. This death benefit scheme is unfunded.

The cost of providing benefits under the defined benefit plan is determined using the projected unit credit method. Re-measurements, comprising of actuarial gains and losses, the effect of the asset ceiling, excluding amounts included in net interest on the net defined benefit liability and the return on plan assets (excluding amounts included in net interest on the net defined benefit liability), are recognised immediately in the balance sheet with a

corresponding debit or credit to retained earnings through other comprehensive income in the period in which they occur. Re-measurements are not reclassified to profit or loss in subsequent periods.
Past service costs are recognised in profit or loss on the earlier of:

- The date of the plan amendment or curtailment, and
- The date that the Group recognises related restructuring costs

Net interest is calculated by applying the discount rate to the net defined benefit liability or asset. The Group recognises the following changes in the net defined benefit obligation as an expense in the statement of profit and loss:

- Service costs comprising current service costs, past-service costs, gains and losses on curtailments and non-routine settlements; and
- Net interest expense or income

Other Long-term employee benefits

Other long term employee benefits are recognised as an expense in the statement of profit and loss for the period in which the employee has rendered services. The expenses are recognised at the present value of the amount payable determined using actuarial valuation technique. Actuarial gains and loss in respect of other long term benefits are charged to the statement of profit and loss.

18. Foreign currency translation

Items included in the financial statements of the entity are measured using the currency of the primary economic environment in which the entity operates ('the functional currency'). The financial statements are presented in Indian rupee (INR), which is Group's functional and presentation currency.

Transactions and balances

Transactions in foreign currencies are initially recorded at functional currency, using the foreign exchange rate at the date the transaction first qualifies for recognition. However, for practical reasons, the Group uses an average rate if the average approximates the actual rate at the date of the transaction.

At each balance sheet date, foreign currency monetary assets and liabilities are translated at the functional currency using the foreign exchange rate at the reporting date. Foreign exchange gains and losses resulting from the settlement of such transactions and from translation of monetary assets and liabilities denominated at foreign currencies at year end exchange rates are generally recognized in profit and loss.

Non-monetary items that are measured in terms of historical cost in a foreign currency are translated using the exchange rates at the dates of the initial transaction.

19. Provisions, Contingent liabilities, Contingent assets and Commitments:

Provisions are recognised when the Group has a present obligation (legal or constructive) as a result of a past event, it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation and a reliable estimate can be made of the amount of the obligation.

When the Group expects some or all of a provision to be reimbursed, for example, under an insurance contract, the reimbursement is recognised as a separate asset, but only when the reimbursement is virtually certain. The expense relating to a provision is presented in the statement of profit and loss net of any reimbursement.

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.

Contingent liability is disclosed in the case of:

1. A present obligation arising from the past events, when it is not probable that an outflow of resources will be required to settle the obligation;
2. A present obligation arising from the past events, when no reliable estimate is possible;
3. A possible obligation arising from the past events, unless the probability of outflow of resources is remote.

Commitments include the amount of purchase order (net of advances) issued to parties for completion of assets.

Provisions, contingent liabilities, contingent assets and commitments are reviewed at each balance sheet date.

20. Earnings per share

Basic earnings per share are calculated by dividing the net profit for the period attributable to equity shareholders by the weighted average number of equity shares outstanding during the period. Earnings considered in ascertaining the Group's earnings per share is the net profit for the period after deducting preference dividends and any attributable tax thereto for the period. The weighted average number of equity shares outstanding during the period and for all periods presented is adjusted for events, such as bonus shares, other than the conversion of potential equity shares that have changed the number of equity shares outstanding, without a corresponding change in resources.

Equity shares that will be issued upon the conversion of mandatorily convertible instruments are included in the calculation of basic earnings per share from the date the contract is entered into.

For the purpose of calculating diluted earnings per share, the profit or loss for the period attributable to equity shareholders and the weighted average number of shares outstanding during the period is adjusted for the effects of all dilutive potential equity shares.

21. Operating Segment

The Chief Operational Decision Maker monitors the operating results of its business segments separately for the purpose of making decisions about resource allocation and performance assessment. Segment performance is evaluated based on profit or loss and is measured consistently with profit or loss in the financial statements.

The Operating segments have been identified on the basis of the nature of products/services.

The accounting policies adopted for segment reporting are in line with the accounting policies of the Group. Segment revenue, segment expenses, segment assets and segment liabilities have been identified to segments on the basis of their relationship to the operating activities of the segment. Inter Segment revenue is accounted on the basis of transactions which are primarily determined based on market/fair value factors. Revenue, expenses, assets and liabilities which relate to the Group as a whole and are not allocated to segments on a reasonable basis have been included under "unallocated revenue / expenses / assets / liabilities".

22. Fair value measurement

The Group measures financial instruments, such as, derivatives at fair value at each balance sheet date.

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:

1. In the principal market for the asset or liability,
   Or
2. 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 Group.
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.

The Group uses valuation techniques that are appropriate in the circumstances and for which sufficient data are available to measure fair value, maximising the use of relevant observable inputs and minimising the use of unobservable inputs.

All assets and liabilities for which fair value is measured or disclosed in the financial statements are categorised within the fair value hierarchy, described as follows, based on the lowest level input that is significant to the fair value measurement as a whole:

1. Level 1 — Quoted (unadjusted) market prices in active markets for identical assets or Liabilities.

2. Level 2 — Valuation techniques for which the lowest level input that is significant to the fair value measurement is directly or indirectly observable.
3. 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 Group 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.

23. Current and non-current classification

The Group presents assets and liabilities in the balance sheet based on current/ non-current classification. An asset is treated as current when it is:

1. Expected to be realised or intended to be sold or consumed in normal operating cycle;
2. Held primarily for the purpose of trading;
3. Expected to be realised within twelve months after the reporting period,
   Or
4. Cash or cash equivalent unless restricted from being exchanged or used to settle a liability for at least twelve months after the reporting period.

All other assets are classified as non-current.

A liability is current when:

1. It is expected to be settled in normal operating cycle;
2. It is held primarily for the purpose of trading;
3. It is due to be settled within twelve months after the reporting period,
   Or
4. There is no unconditional right to defer the settlement of the liability for at least twelve months after the reporting period

All other liabilities are classified as non-current.

Deferred tax assets and liabilities are classified as non-current assets and liabilities.

The operating cycle is the time between the acquisition of assets for processing and their realisation in cash and cash equivalents. The Group has identified twelve months as its operating cycle.

24. Exceptional items

Certain occasions, the size, type or incidence of an item of income or expense, pertaining to the ordinary activities of the Group is such that its disclosure improves the understanding of the performance of the Group, such income or expense is classified as an exceptional item and accordingly, disclosed in the notes accompanying to the financial statements.

25. Rounding off

All amounts disclosed in the financial statements and notes have been rounded off to the nearest million as per the requirements of Schedule III, unless otherwise stated. Any amount appearing as Rs.0.00 represents amount less than Rs. 5,000.

26. Significant estimates and judgments

The preparation of the Group's financial statements requires management to make judgments, estimates and assumptions that affect the reported amounts of revenues, expenses, assets and liabilities, and the accompanying disclosures, and the disclosure of contingent liabilities. Uncertainty about these assumptions and estimates could result in outcomes that require a material adjustment to the carrying amount of assets or liabilities affected in future periods.

The estimates and assumptions that may have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial period are described below:

a) Impairment of Goodwill

Determining whether goodwill is impaired requires an estimation of the value in use of the cash generating units to which goodwill has been allocated. The value in use calculation requires the management to estimate the future cash flows expected to arise from the cash-generating unit and a suitable discount rate in order to calculate present value. Where the actual future cash flows are less than the carrying amount, a material impairment loss may arise.

b) Legal & Tax matters and contingent liabilities

Various litigations and claims related to Group are assessed primarily by the management and also in certain cases by with the support of the relevant external advice. Disclosures related to such provision for legal cases, as well as contingent liabilities, require judgment and estimations.

c) Revenue recognition

Group provides various discounts to the customers. The methodology and assumptions used to estimate the same are monitored and adjusted regularly in the light of contractual and legal obligations, historical trends, past experience and projected market conditions.

d) Government Grants

Government grants are recognised where there is reasonable assurance that the grant will be received and all attached conditions will be complied with. Assessment of unfulfilled conditions and other contingencies attaching to government assistance that has been recognized require judgment and estimations.

e) Compulsory convertible debentures (CCDs)

The Group has issued CCDs with an option of early conversion available with the Group during the tenure of CCDs. Judgment is required to determine (a) whether the group's early settlement option is substantive and thus classify CCDs as equity instrument or (b) whether the group has an indirect obligation to deliver a variable number of shares, which would meet the definition of a financial liability and thus classify CCDs as liability instruments.

Nuvoco Vistas Corporation Limited

Annexure VI Notes to Restated Consolidated Ind AS Summary Statement

(All amounts are in Rs million, unless otherwise stated)

Part A - Statement of Restated Adjustment to Consolidated Ind AS Summary Statement

Reconciliation between audited profit and restated profit

Particulars	Note No.	2020-21	2019-20	2018-19
Profit for the year		(259.19)	2,492.55	1,255.94
Adjustments				
Adjustment on account of business combination (Common control)	1			
Loss during the year		-	-	(1,493.26)
Restatement Adjustments on account of Ind AS 116	2			
Depreciation		-	-	(127.93)
Finance cost		-	-	(47.65)
Lease expenses		-	-	148.02
Restated profit/(loss) for the year		**(259.19)**	**2,492.55**	**(264.88)**

Reconciliation between audited total equity and restated total equity

Particulars	Note No.	2020-21	2019-20	2018-19
Total Equity as per audited financial statements		73,237.21	52,792.56	42,624.14
Material Restatement Adjustments				
Adjustment on account of business combination (Common control)	1			
Adjustment relating to equity share pending allotment		-	-	423.62
Loss of demerged undertaking		-	-	(1,493.26)
Other comprehensive loss for the year of demerged undertaking		-	-	(0.31)
Capital reserve		-	-	6,665.85
Contribution from erstwhile owners of demerged undertaking		-	-	1,528.80
Others - adjustments for common liabilities		-	-	188.20
Restatement Adjustments on account of Ind AS 116	2	-	-	(54.38)
Total restated equity		**73,237.21**	**52,792.56**	**49,882.66**

The following adjustments to Audited Consolidated Ind AS financial statements for the relevant period have been computed based on the numbers/adjustments recorded for the earliest period presented (1 April 2017 to 31 March 2018) in Restated Consolidated Ind AS Summary statements which were included in Draft Red Hearing Prospectus filed with Securities Exchange Board of India on 06 May 2021 and impact of these transactions during 1 April 2018 to 31 March 2019 included in this Restated Consolidated Ind AS Summary statements

Note : 1 Adjustments arising out of Business Combination under common control

The Scheme of Arrangement ("Scheme") for transfer of cement division of Nirma Limited ("Nimbol") with the Company with effect from 1 June 2019 (the appointed date) was approved by the National Company Law Tribunal, Mumbai Bench vide Order dated 9 January 2020.

In the Audited Consolidated Ind AS financial statements of the Group for year ended March 31, 2020, impact of the merger was given by restating prior year numbers (1 April 2018 to 31 March 2019). The excess of assets over liabilities taken over on 1 April 2018 was credited to Capital Reserve. In consideration of merger of cement business, the Company has issued 4,23,61,787 fully paid up equity shares of Rs 10/- each to the equity shareholders of the Nirma Limited in proportion of their holding in the Nirma Limited and the same was adjusted against Capital Reserve as of 1 April 2018.

Similarly in the Restated Consolidated Ind AS Summary statements included in the DRHP, the impact of the common control merger was given by restating all prior periods presented. The net impact of the above adjustments (at 31 Mach 2018) given in the Restated Consolidated Ind AS Summary statements which were included in the DRHP has been carried forward to this Restated Consolidated Ind AS Summary statements.

The impact of applying common control accounting retrospectively and the reconciliation between numbers disclosed in Audited Consolidated Ind AS financial statements and this Restated Consolidated Ind AS summary statements is given below:

(a) The excess of assets over liabilities taken over on 31 March 2018 and the impact of 4,23,61,787 fully paid up equity shares of Rs 10/- each that were to be issued to the equity shareholders of the Nirma Limited in proportion of their holding in the Nirma Limited when the scheme was effective has been adjusted against Capital Reserve. Total impact of Rs 6,665.85 million has been credited to Capital Reserve. The corresponding impact of 4,23,61,787 fully paid up equity shares to be issued to the equity shareholders of the Nirma Limited when the scheme was effective was presented as equity share pending allotment in the Restated Consolidated Ind AS summary statement of changes in equity

(b) Total Comprehensive loss of Nimbol for year-ended 31 March 2019 amounted to Rs 1,493.57 million

(c) Contribution from erstwhile owners of demerged undertaking for year-ended 31 March 2019 amounted to Rs 1,528.80 million

(d) Adjustments for proper allocation of common assets and liabilities and common bank account between Nimbol unit and Nirma Limited amounted to Rs 188.20 million

Note:2 **Adjustments on account of Ind AS 116**

In the audited annual financial statements of the Group for year ended March 31, 2020, the Group adopted Ind AS 116 using the modified retrospective approach with the date of initial application of 1 April 2019 and did not restate comparative for the year ended March 31, 2019, as permitted under the specific transition provisions in the standard.
As per SEBI ICDR regulations and requirements of Guidance Note, in the Restated Consolidated Ind AS Summary statements included in the DRHP, the impact of applying Ind AS 116 was given by restating all prior periods presented . The net impact of the above adjustments (at 31 Mach 2018) given in the Restated Consolidated Ind AS Summary statements which were included in the DRHP has been carried forward to this Restated Consolidated Ind AS Summary statements.

The impact of applying Ind AS 116 retrospectively and the reconciliation between numbers disclosed in Audited Consolidated Ind AS financial statements and this Restated Consolidated Ind AS summary statements is given below:

- Right of use (ROU) asset recognised on 31 March 2018 (being of earliest comparative period) is Rs 1,299.51 million (including reclassification of leasehold land of Rs. 696.89 million)
- Lease liability recognised on 31 March 2018 is Rs 521.24 million
- Other expenses are lower by Rs 148.02 million in FY 18-19
- Depreciation and amortisation expenses are higher by Rs. 127.93 million in FY 18-19
- Finance costs are higher by Rs. 47.65 million in FY 18-19.

Further as required by the Guidance Note, an adjustment of Rs 54.38 million has been recorded to Retained earning on 1 April 2019 with a corresponding impact in Right-of-use assets to reflect and carry forward the opening balance in these line items as per the Audited Consolidated Ind AS financial statements for year-ended March 31, 2020.

Part B : Material Regrouping

Appropriate regroupings have been made in the Restated Consolidated Ind AS Summary Statement of Assets and Liabilities, Restated Consolidated IndAS Summary Statement of Profit & Loss and Restated Consolidated Ind AS Summary Statement of CashFlows, wherever required, by reclassification of the corresponding items of income, expenses, assets, liabilities and cashflows, in order to bring them in line with the accounting policies and classification as per Ind AS Summary Statement of the Group for the year ended 31 March 2021 prepared in accordance with Schedule III of Companies Act, 2013, requirements of Ind AS 1 and other applicable Ind AS principles and the requirements of the Securities and Exchange Board of India (Issue of Capital & Disclosure Requirements) Regulations 2018, as amended.

Nuvoco Vistas Corporation Limited
Annexure VI
Part C: Non -adjusting items

In the standalone audited financial statements of the Company for the years ended 31 March 2021, 31 March 2020 and 31 March 2019, auditors were required to comment upon the matters included in the Companies (Auditor's Report) Order, 2016 ("the CARO 2016 Order") issued by the Central Government of India under sub-section (11) of Section 143 of Companies Act, 2013. Restated Consolidated Ind AS Summary Statement does not contain any qualifications requiring adjustments. However, certain qualifications/ comments included in the CARO in the standalone financial statements, which do not require any corrective adjustments in the Restated Consolidated Ind AS Summary Statement are reproduced below:

Annexure B to Auditor's report

As at and for the year ended 31 March 2021

Clause (i) (c)

According to the information and explanations given to us and on the basis of our examination of the records of the Company, the title deeds of immovable properties other than self-constructed building are held in the name of the Company except for: -

No. of cases	Leasehold/ Freehold	Gross block as at March 31, 2021 (Amount in Rs. million)	Net block as at March 31, 2021 (Amount in Rs. million)	Remarks
2	Leasehold Land	76.57	73.86	Out of these, 1 property with a gross block of Rs. 5.57 million was transferred from cement division of Nirma limited in the year 2019-20, vide a scheme of arrangement approved by the court. The Company is in the process of getting this transferred/ registered in its name.
45	Freehold Land	2,219.25	1,941.19	1. Out of these, we have not been made available original title deeds aggregating to Rs. 132.24 million (Gross block). 2. Further, 41 properties with a gross block of Rs. 221.96 million were transferred from cement division of Nirma limited in the year 2019-20, vide a scheme of arrangement approved by the court. The Company is in the process of getting these transferred/ registered in its name.

Nuvoco Vistas Corporation Limited
Annexure VI
Part C: Non -adjusting items

In case of below immovable properties, title deeds were not available with the Company. As explained to us, the Company is in the process of reconciling these properties with court order and hence we are unable to comment on the same: -

No. of cases	Leasehold/ Freehold	Gross block as at March 31, 2021 (Amount in Rs. million)	Net block as at March 31, 2021 (Amount in Rs. million)	Remarks
12	Freehold Land	27.72	26.93	These properties were transferred from cement division of Nirma limited in the year 2019-20, vide a scheme of arrangement approved by the court.

Clause (vii) (c)

According to the information and explanation given to us and examination of records of the Company, the outstanding dues of income-tax, goods and service tax, duty of customs, cess and any other statutory dues on account of any dispute, are as follows:

Name of the statute	Nature of dues	Amount (Rs. in million)	Period to which the amount relates	Forum where dispute is pending	Remarks, if any
The Central Excise Act 1944	Differential excise duty on maximum retail price value	821.51	2009-10, 2010-11 and 2015-16	Various Appellate Authorities	
	Disallowance of Cenvat credit on goods/services	197.59	2003-04 to 2017-18	Various Appellate Authorities	Amount is net of payment made under protest of Rs 3.94 million.
	Excise Duty/Additional excise duty on not for retail sales	782.96	2007-08 to 2017-18	Various Appellate Authorities	
	Other excise dues	81.42	2006-07 to 2017-18	Various Appellate Authorities	
The Central Sales Tax Act,1956	Central Sales Tax	47.63	2000-01, 2003-04, 2007-08 and 2010-11 to 2016-17	Various Appellate Authorities	Amount is net of payment made under protest of Rs 60.99 million.

Nuvoco Vistas Corporation Limited
Annexure VI
Part C: Non -adjusting items

Various State Sales Tax Act	Sales Tax	162.29	1999-2000 to 2017-18	Various Appellate Authorities	Amount is net of payment made under protest of Rs 175.92 million.
Various State VAT Tax Act	Value Added Tax	373.99	2008-09 to 2017-18	Various Appellate Authorities	Amount is net of payment made under protest of Rs 71.08 million.
The Customs Act, 1961	Customs Duty	144.42	1996-97	Assistant Commissioner Customs, Mumbai	
Finance Act 1994	Service Tax liability on income earned from own your wagon Scheme	8.18	2005-06 to 2011-12 and 2017-18	Various Appellate Authorities	
	Service Tax liability on VSAT charges	18.72	2010-11 to 2015-16	Addl. Commissioner, Kolkata	Amount is net of payment made under protest of Rs 0.18 million.
	Service Tax liability on Notice pay collected from resigned employees	0.11	2014-15 to 2017-18	Assistant Commissioner, Bilaspur	
	Service tax interest and penalty on cheque dishonour charges	0.03	2015-16	Assistant Commissioner, Bilaspur	
	Service Tax liability on reverse charge	5.40	2016-17 and 2017-18	Assistant Commissioner, Bilaspur	Amount is net of payment made under protest of Rs 0.60 million.
CGST Act 2017	Transitional credit of CENVAT credit into CGST	134.39	2017-18	Commissioner CGST, Mumbai	
IGST Act 2017	Imposition of Tax and Penalty	0.55	2018-19	Deputy Commissioner SGST	Amount is net of payment made under protest of Rs. 0.03 million.

SGST Act 2017	Transitional credit of entry tax into CGST	0.05	2017-18	Senior Joint Commissioner, SGST	
Income Tax Act, 1961	Income Tax	604.67	2012-13	Income Tax Appellate	Amount is net of payment made of Rs 333.18 million. For the stated amount, a stay has been obtained from the jurisdictional AO.
Income Tax Act, 1961	Income Tax	51.81	2018-19	CIT (A)	

Clause (xi)

According to the information and explanations given to us and based on our examination of the records of the Company, the remuneration paid by the Company to its directors has exceeded the limits prescribed under Section 197 of the Act and rules thereunder by Rs. 2.05 million. As informed, the Company would be seeking Shareholder's approval in accordance with sub section 10 of section 197 of the Act for the said excess amount at the ensuing annual general meeting.

As at and for the year ended 31 March 2020

Clause (i) (c)

According to the information and explanations given to us and on the basis of our examination of the records of the Company and based on the Court Orders approving the scheme of arrangement provided to us, the title deeds of immovable properties other than self-constructed building are held in the name of the Company except for few freehold lands as under:-

In case of Land:-

No. of cases	Leasehold/ Freehold	Gross Block as at 31 March, 2020 (Amount in Rs. million)	Net Block as at 31 March, 2020 (Amount in Rs. million)	Remarks
1	Leasehold Land	71.00	69.42	
5	Freehold Land	2,047.79	1,810.55	Out of this we have not been made available original title deeds aggregating to Rs. 141.36 million

Nuvoco Vistas Corporation Limited
Annexure VI
Part C: Non -adjusting items

Clause (vii)

(a) According to the information and explanations given to us and the records of the Company examined by us, in our opinion, undisputed statutory dues including provident fund, employees' state insurance, income-tax, sales-tax, service tax, duty of custom, duty of excise, value added tax, goods and service tax, cess and other statutory dues have generally been regularly deposited with the appropriate authorities though there has been a slight delay in a few cases.

(c) According to the information and explanation given to us and examination of records of the Company, there are no dues of income-tax, sales tax, value added tax, service tax, goods and service tax, customs duty and excise duty which have not been deposited on account of any dispute, except for:

Name of the statute	**Nature of dues**	**Amount (Rs. in million)**	**Period to which the amount relates**	**Forum where dispute is pending**	**Remarks, if any**
The Central Excise Act, 1944	Differential excise duty on MRP value	845.25	2009-10, 2010-11, 2015-16	Various Appellate Authorities	
	Disallowance of Cenvat credit on goods/services	177.91	2003-04 to 2017-18	Various Appellate Authorities	Amount is net of protest payment made of Rs. 3.94 million
	Excise Duty/Additional excise duty on NFR sales	786.95	2007-08 to 2017-18	Various Appellate Authorities	
	Other excise dues	81.42	2007-08 to 2017-18	Various Appellate Authorities	
The Central Sales Tax Act, 1956	Central Sales Tax	47.36	2000-01, 2003- 04 to 2007-08 and 2010-11 to 2015-16	Various Appellate Authorities	Amount is net of protest payment made of Rs. 60.99 million
Various State Sales Tax Act	Sales Tax	188.35	1999-2000 to 2017-18	Various Appellate Authorities	Amount is net of protest payment made of Rs.215.38 million
Various State VAT Tax Act	Value Added Tax	379.35	2008-09 to 2017-18	Various Appellate Authorities	Amount is net of protest payment made of Rs.69.96 million
The Customs Act, 1961	Custom Duty	144.42	1996-97	Assistant Commissioner Customs, Mumbai	

Finance Act, 1994	Service Tax liability on income earned from own your wagon Scheme	8.18	2005-06 to 2017-18	Various Appellate Authorities	
	Service Tax liability on VSAT charges	18.72	2010-11 to 2015-16	Addl. Commissioner, Kolkata	Amount is net of protest payment made of Rs. 0.18 million.
CGST Act 2017	Transitional credit of CENVAT credit into CGST	134.39	2017-18	Commissioner, CGST, Mumbai	
IGST Act 2017	Imposition of Tax and Penalty	0.55	2018-19	Deputy Commissioner SGST	Amount is net of protest payment made of Rs. 0.03 million
SGST Act 2017	SGST Act 2017	0.05	2017-18	Senior Joint Commissioner, SGST	
Income Tax Act, 1961	Income Tax	604.67	2012-13	Income Tax Appellate Tribunal (ITAT)	Amount is net of payment made of Rs. 333.18 million. For the stated amount, a stay has been obtained from the jurisdictional AO.

<u>As at and for the year ended 31 March 2019</u>

Clause (i) (c)

According to the information and explanations given to us and on the basis of our examination of the records of the Company, the title deeds of immovable properties other than self-constructed building are held in the name of the Company except for few freehold lands as under:-

In case of Land:-

No. of cases	**Leasehold/ Freehold**	**Gross Block as at 31 March, 2019 (Amount in Rs. million)**	**Net Block as at 31 March, 2019 (Amount in Rs. million)**	**Remarks**
1	Leasehold Land	71.00	70.21	
4	Freehold Land	2,134.59	1,950.60	Out of this we have not been made available original title deeds aggregating to Rs. 141.37 million

Nuvoco Vistas Corporation Limited
Annexure VI
Part C: Non -adjusting items

Clause (vii) (c)

According to the information and explanation given to us and examination of records of the Company, there are no dues of income-tax, sales tax, value added tax, service tax, goods and service tax, customs duty and excise duty which have not been deposited on account of any dispute, except for:

Name of the statute	**Nature of dues**	**Amount (Rs. in million)**	**Period to which the amount relates**	**Forum where dispute is pending**	**Remarks, if any**
The Central Excise Act, 1944	Differential excise duty on MRP value	845.25	2009-10, 2010-11, 2015-16	Various Appellate Authorities	
	Disallowance of Cenvat credit on goods/services	224.38	2003-04 to 2017-18	Various Appellate Authorities	Amount is net of protest payment made of Rs 4.83 million
	Excise Duty/Additional excise duty on NFR sales	786.95	2007-08 to 2017-18	Various Appellate Authorities	
	Other excise dues	124.30	2007-08 to 2017-18	Various Appellate Authorities	Amount is net of protest payment made of Rs. 9.86 million
The Central Sales Tax Act, 1956	Central Sales Tax	46.95	2000-01, 2003- 04 to 2007-08 and 2010-11 to 2014-15	Various Appellate Authorities	Amount is net of protest payment made of Rs 60.95 million
Various State Sales Tax Act	Sales Tax	210.51	1999-2000 to 2016-17	Various Appellate Authorities	Amount is net of protest payment made of Rs.209.77 million
Various State VAT Tax Act	Value Added Tax	814.14	2008-09 to 2016-17	Various Appellate Authorities	Amount is net of protest payment made of Rs.66.3 million

Nuvoco Vistas Corporation Limited
Annexure VI
Part C: Non -adjusting items

The Customs Act, 1961	Custom Duty	144.42	1996-97	Assistant Commissioner Customs, Mumbai	
Finance Act, 1994	Service Tax liability on income earned from own your wagon Scheme	9.59	2005-06 to 2016-17	Various Appellate Authorities	
	Service Tax - Outdoor Catering/ Cargo handling etc	1.08	2002-03 to 2005- 06 and 2009-10 to 2010-11	Various Appellate Authorities	Amount is net of protest payment made of Rs. 0.1 million
	Service Tax liability on VSAT charges	18.72	2010-11 to 2015-16	Addl. Commissioner, Kolkata	Amount is net of protest payment made of Rs. 0.18 million
	Short Payment of Service Tax on import of taxable services	3.23	2009-10 to 2013-14 and 2014-15	Service Tax authority (HO)	Amount is net of protest payment made of Rs. 6.38 million
	Service Tax Reimbursement of rent from parent company on sharing of common office space	2.99	2013-14	Service Tax authority (HO)	
SGST Act 2017	Transitional credit of VAT into SGST	0.52	2017-18	Deputy Commissioner, State Tax	
Income Tax Act, 1961	Income Tax	604.67	2012-13	Income Tax Appellate Tribunal (ITAT)	Amount is net of payment made of Rs. 333.18 million. For the stated amount, a stay has been obtained from the jurisdictional AO.

Nuvoco Vistas Corporation Limited

Annexure VII Notes to Restated Consolidated Ind AS Summary Statement

(All amounts are in Rs million, unless otherwise stated)

1. Property, plant and equipment

Description	Land - Freehold (a)	Quarry Development	Building and Roads	Plant and Machinery	Railway Sidings & Locomotives	Furniture & Fixtures	Office Equipment	Vehicles	Total
Cost as at 1 April 2018	**7,549.19**	**38.23**	**15,286.04**	**65,402.18**	**6,550.28**	**173.86**	**358.38**	**195.52**	**95,553.68**
Additions	155.42	5.69	222.58	1,722.34	27.31	13.89	10.28	0.96	2,158.47
Disposals	-	-	(12.30)	(37.59)	-	-	(0.56)	(3.55)	(54.00)
Cost as at 31 March 2019 (A)	**7,704.61**	**43.92**	**15,496.32**	**67,086.93**	**6,577.59**	**187.75**	**368.10**	**192.93**	**97,658.15**
Additions	64.69	39.03	645.69	5,056.87	34.03	21.87	25.79	9.80	5,897.77
Disposals	-	-	(149.32)	(159.66)	-	(0.04)	(42.70)	(0.66)	(352.38)
Cost as at 31 March 2020 (C)	**7,769.30**	**82.95**	**15,992.69**	**71,984.14**	**6,611.62**	**209.58**	**351.19**	**202.07**	**1,03,203.54**
Adjustment on account of Business combination (Refer note 52A)	5,689.95	293.43	4,486.70	23,907.67	-	84.90	36.87	20.47	34,519.99
Additions	165.66	65.59	202.27	2,232.43	5.00	35.27	35.30	13.64	2,755.16
Disposals	-	-	(135.84)	(412.65)	-	(4.34)	(1.96)	(4.51)	(559.30)
Cost as at 31 March 2021 (E)	**13,624.91**	**441.97**	**20,545.82**	**97,711.59**	**6,616.62**	**325.41**	**421.40**	**231.67**	**1,39,919.39**
Accumulated depreciation as at 1 April 2018	**201.09**	**29.93**	**5,152.60**	**24,902.00**	**2,247.08**	**73.68**	**277.92**	**94.14**	**32,978.44**
Depreciation for the year	80.54	1.97	600.46	3,066.50	230.72	18.32	30.30	27.31	**4,056.12**
Disposals/adjustments	-	-	(3.58)	(15.37)	-	-	(0.56)	(1.98)	**(21.49)**
Accumulated depreciation as at 31 March 2019 (B)	**281.63**	**31.90**	**5,749.48**	**27,953.13**	**2,477.80**	**92.00**	**307.66**	**119.47**	**37,013.07**
Depreciation for the year	74.16	2.23	542.62	3,365.25	236.11	22.97	25.97	25.22	**4,294.53**
Disposals/adjustments	-	-	(148.97)	(119.56)	-	(0.04)	(42.60)	(0.66)	**(311.83)**
Accumulated depreciation as at 31 March 2020 (D)	**355.79**	**34.13**	**6,143.13**	**31,198.82**	**2,713.91**	**114.93**	**291.03**	**144.03**	**40,995.77**
Depreciation for the year	98.69	24.22	792.75	4,964.97	238.16	37.35	28.30	27.95	**6,212.39**
Disposals/adjustments	-	-	(128.27)	(397.19)	-	(1.29)	(1.25)	(2.47)	**(530.47)**
Accumulated depreciation as at 31 March 2021 (F)	**454.48**	**58.35**	**6,807.61**	**35,766.60**	**2,952.07**	**150.99**	**318.08**	**169.51**	**46,677.69**
Net carrying amount as at 31 March 2019 (A)- (B)	**7,422.98**	**12.02**	**9,746.84**	**39,133.80**	**4,099.79**	**95.75**	**60.44**	**73.46**	**60,645.08**
Net carrying amount as at 31 March 2020 (C)- (D)	**7,413.51**	**48.82**	**9,849.56**	**40,785.32**	**3,897.71**	**94.65**	**60.16**	**58.04**	**62,207.77**
Net carrying amount as at 31 March 2021 (E)- (F)	**13,170.43**	**383.62**	**13,738.22**	**61,944.99**	**3,664.55**	**174.42**	**103.32**	**62.15**	**93,241.70**

Notes:

a. Freehold land includes Rs. 21.10 million (31 March 2020 : Rs. 21.10 million, 31 March 2019 : Rs. 21.10 million) being used by third party

b. Refer note 18 for property, plant and equipment provided as collateral against borrowings

Nuvoco Vistas Corporation Limited

Annexure VII Notes to Restated Consolidated Ind AS Summary Statement

(All amounts are in Rs million, unless otherwise stated)

2. Investment property

Description	Amount
Cost as at 1 April 2018	**15.88**
Additions	-
Disposals/transfer	-
Cost as at 31 March 2019 (A)	**15.88**
Additions	-
Disposals/transfer	-
Cost as at 31 March 2020 (C)	**15.88**
Additions	-
Disposals/transfer	(7.98)
Cost as at 31 March 2021 (E)	**7.90**
Accumulated depreciation as at 1 April 2018	**2.38**
Depreciation for the year	0.79
Disposals/transfer	-
Accumulated depreciation as at 31 March 2019 (B)	**3.17**
Depreciation for the year	0.79
Disposals/transfer	-
Accumulated depreciation as at 31 March 2020 (D)	**3.96**
Depreciation for the year	0.55
Disposals/transfer	(2.10)
Accumulated depreciation as at 31 March 2021 (F)	**2.41**
Net carrying amount as at 31 March 2019 (A)- (B)	**12.71**
Net carrying amount as at 31 March 2020 (C)- (D)	**11.92**
Net carrying amount as at 31 March 2021 (E) - (F)	**5.49**

As at 31 March 2021, the fair value of Investment property is Rs. 7.90 million (31 March 2020: Rs. 15.88 million, 31 March 2019 : Rs. 15.88 million)

3. Goodwill & Other intangible assets

Description	Other Intangible Assets						Goodwill
	Software	Mining rights	Trade Mark	Non Compete Agreement	Suppliers Agreement	Total	
Cost as at 1 April 2018	**564.62**	**9,394.82**	**5,066.60**	**719.00**	**177.80**	**15,922.84**	**24,438.60**
Additions	44.04	4.19	-	-	-	48.23	-
Cost as at 31 March 2019 (A)	**608.66**	**9,399.01**	**5,066.60**	**719.00**	**177.80**	**15,971.07**	**24,438.60**
Additions	4.90	31.75	-	-	-	36.65	-
Cost as at 31 March 2020 (C)	**613.56**	**9,430.76**	**5,066.60**	**719.00**	**177.80**	**16,007.72**	**24,438.60**
Adjustment on account of Business combination (Refer note 52A)	50.20	6,704.80	2,978.00	-	-	9,733.00	8,346.07
Additions	9.45	422.08	-	-	-	431.53	
Cost as at 31 March 2021 (E)	**673.21**	**16,557.64**	**8,044.60**	**719.00**	**177.80**	**26,172.25**	**32,784.67**
Accumulated amortisation as at 1April 2018	**428.50**	**377.11**	**844.49**	**719.00**	**66.56**	**2,435.66**	-
Amortisation for the year	44.60	188.22	496.16	-	44.33	773.31	-
Accumulated amortisation as at 31 March 2019 (B)	**473.10**	**565.33**	**1,340.65**	**719.00**	**110.89**	**3,208.97**	-
Amortisation for the year	46.62	185.36	496.16	-	44.33	772.47	-
Accumulated amortisation as at 31 March 2020 (D)	**519.72**	**750.69**	**1,836.81**	**719.00**	**155.22**	**3,981.44**	-
Amortisation for the year	52.94	315.74	709.11	-	22.59	1,100.38	
Accumulated amortisation as at 31 March 2021 (F)	**572.66**	**1,066.43**	**2,545.92**	**719.00**	**177.81**	**5,081.82**	-
Net carrying amount as at 31 March 2019 (A)-(B)	**135.56**	**8,833.68**	**3,725.95**	-	**66.91**	**12,762.10**	**24,438.60**
Net carrying amount as at 31 March 2020 (C)-(D)	**93.84**	**8,680.07**	**3,229.79**	-	**22.58**	**12,026.28**	**24,438.60**
Net carrying amount as at 31 March 2021 (E)-(F)	**100.55**	**15,491.21**	**5,498.68**	-	**(0.01)**	**21,090.43**	**32,784.67**

Note : Refer note 18 for other intangible assets provided as collateral against borrowings

Impairment testing of goodwill

Goodwill pertains to the two CGUs below, which are also operating and reportable segments, for impairment testing:
- Cement CGU of Nuvoco Vistas Corporation Limited (NVCL)
- Cement CGU of NU Vista Limited (NVL)
- Ready Mix CGU of NVCL

Goodwill arising from the acquisition of NU Vista Limited (NVL) amounting to Rs. 8,346.07 Million has been allocated to NVL Cement CGU as management is monitoring Goodwill at that level.

Carrying amount of goodwill pertains to each of the CGUs:

Particulars	31-Mar-21	31-Mar-20	31-Mar-19
NVCL Cement	20,178.53	20,178.53	20,178.53
NVL Cement	8,346.07	-	-
NVCL RMX	4,260.07	4,260.07	4,260.07
Total	**32,784.67**	**24,438.60**	**24,438.60**

The Group performed its annual impairment test for the years ended 31 March 2021, 31 March 2020 and 31 March 2019 respectively and no Goodwill impairment was deemed necessary.

i. NVCL Cement CGU

The recoverable amount of the NVCL Cement CGU has been determined based on a value in use calculation using cash flow projections covering a five-year period. The projected cash flows have been updated to reflect the demand for Cement. The pre-tax discount rate applied to cash flow projections for impairment testing during the the year ended March 21 is 14.75% and cash flows beyond the five-year period are extrapolated using a 2.0% growth rate that is the same as the long-term average growth rate for the industry. It was concluded that the recoverable amount exceeded the carrying value of cash generating unit hence there is no impairment.

ii. NVL Cement CGU

The recoverable amount of the NVL Cement CGU has been determined based on a value in use calculation using cash flow projections covering a five-year period. The projected cash flows have been updated to reflect the demand for Cement. The pre-tax discount rate applied to cash flow projections for impairment testing during the the year ended March 21 is 14.75% and cash flows beyond the five-year period are extrapolated using a 2.0% growth rate that is the same as the long-term average growth rate for the industry. It was concluded that the recoverable amount exceeded the carrying value of cash generating unit hence there is no impairment.

iii. NVCL Ready Mix CGU

The recoverable amount of the Ready mix CGU has been determined based on a value in use calculation using cash flow projections covering a five-year period. The projected cash flows have been updated to reflect the demand for Ready mix. The pre-tax discount rate applied to cash flow projections for impairment testing during the the year ended March 21 is 14.75% and cash flows beyond the five-year period are extrapolated using a 2.0% growth rate that is the same as the long-term average growth rate for the industry. It was concluded that the recoverable amount exceeded the carrying value of cash generating unit hence there is no impairment.

Key assumptions used for value in use calculations

The calculation of value in use for both units is most sensitive to the following assumptions:

(1) Sales Growth rate
(2) Raw Material price inflation
(3) Market growth rate

Sales Growth Rate - Management expects a stable sales growth rate over the forecast period. The management further expects the Group position in relative to its competitors to strengthen following sales aggressive targets taken by the Group.

Raw Material Price inflation - Past material price movements are used as indicators of future price movements.

Market growth rate - Management expects the Group position in Cement & RMX business to be stable over the forecast period. The management further expects the Group position in relative to its competitors to strengthen following sales aggressive targets taken by the Group.

Sensitivity to changes in assumptions

The implications of the key assumptions for the recoverable amount are discussed below:

Sales Growth Rate - Management recognises the effect of new entrant and additional capacity expansion of existing competitors as not to have material adverse impact on the forecasts.

Raw Material Price inflation - The management has considered the possibility of greater than forecast increases in raw material price inflation. This may occur if anticipated regulatory changes result in an increase in demand that cannot be met by suppliers. If prices of raw materials increase greater than the forecast price inflation, then the RMX CGU will have to pass on such increase to the customer, for Cement CGU raw material prices do not vary significantly.

Market growth rate - Based on industrial data and infrastructure growth action taken by the government, the Group is of the view that the growth rate will be higher than the forecast estimated by the Group.

While it is unlikely for all the above assumptions to move adversely together, it would require a significant increase/ decrease to result in an impairment charge.

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(All amounts are in Rs million, unless otherwise stated)

4. Right of use asset

Description	Land - Leasehold	Building	Office Premises*	Plant & Machinery	Vehicles	Total
Cost as at 1 April 2018	**781.36**	**-**	**410.82**	**102.73**	**4.60**	**1,299.51**
Additions	59.66	-	21.05	59.04	10.55	**150.30**
Cost as at 31 March 2019 (A)	**841.02**	**-**	**431.87**	**161.77**	**15.15**	**1,449.81**
Ind AS 116 restatement adjustment	(17.88)	-	(92.16)	(60.38)	(2.73)	**(173.15)**
Additions	25.63	-	24.43	31.12	-	**81.18**
Disposals	-	-	-	(15.94)	-	**(15.94)**
Cost as at 31 March 2020 (C)	**848.77**	**-**	**364.14**	**116.57**	**12.42**	**1,341.90**
Adjustment on account of Business combination (Refer note 52A)	1,412.46	29.30	-	169.60	-	**1,611.36**
Additions	1.94	519.20	373.10	592.78	5.90	**1,492.92**
Disposals	(2.10)	(63.97)	(256.10)	(63.30)	(1.10)	**(386.57)**
Cost as at 31 March 2021 (E)	**2,261.07**	**484.53**	**481.14**	**815.65**	**17.22**	**4,059.61**
Accumulated amortisation as at 1 April 2018	**119.49**	**-**	**65.71**	**24.43**	**0.82**	**210.45**
Amortisation for the year	37.99	-	66.38	42.16	2.25	**148.78**
Accumulated amortisation as at 31 March 2019 (B)	**157.48**	**-**	**132.09**	**66.59**	**3.07**	**359.23**
Ind AS 116 restatement adjustment	(25.78)	-	(132.09)	(66.59)	(3.07)	**(227.53)**
Amortisation for the year	58.19	-	86.68	62.24	3.87	**210.98**
Disposals	(6.72)	-	-	(10.93)	-	**(17.65)**
Accumulated amortisation as at 31 March 2020 (D)	**183.17**	**-**	**86.68**	**51.31**	**3.87**	**325.03**
Amortisation for the year	75.52	163.61	101.50	279.62	4.30	**624.55**
Disposals	-	(22.02)	(103.90)	(56.81)	(0.60)	**(183.33)**
Accumulated amortisation as at 31 March 2021 (F)	**258.69**	**141.59**	**84.28**	**274.12**	**7.57**	**766.25**
Net carrying amount as at 31 March 2019 (A)- (B)	**683.54**	**-**	**299.78**	**95.18**	**12.08**	**1,090.58**
Net carrying amount as at 31 March 2020 (C)- (D)	**665.60**	**-**	**277.46**	**65.26**	**8.55**	**1,016.87**
Net carrying amount as at 31 March 2021 (E)- (F)	**2,002.38**	**342.94**	**396.86**	**541.53**	**9.65**	**3,293.36**

* including furniture

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(All amounts are in Rs million, unless otherwise stated)

Particulars	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
5. Non current investments			
Unquoted, valued at cost unless stated otherwise			
a. Investment in joint venture			
861,300 (31 March 2020 - 861,300, 31 March 2019 - 861,300 equity shares of Rs. 10/- each fully paid up in Wardha Vaalley Coal Field Private Limited	8.60	8.61	8.61
Less: Provision for impairment	(8.60)	(8.61)	(8.61)
	-	-	-

Note :

The Ministry of coal had allotted a coal block in the state of Maharashtra to a consortium in which the Group is a member. The Group plans to carry out mining activities through Wardha Vaalley Coal Field Private Limited, a joint venture of the group incorporated in India as a special purpose vehicle. The Group's ownership in the jointly controlled entity is 19.14%. The other owners in the joint venture being IST Steel & Power Limited (53.59%) and Ambuja Cements Limited (27.27%).

In prior years, the allotment of the coal block has been cancelled and the Joint Venture (JV) has been show caused for allegedly not achieving the progress milestones in the development of the mine. Deallocation of the coal block has been challenged before the Hon'ble Delhi High Court and the matter is sub-judice. The guarantees given by the JV has also been sought to be invoked but the same has been stayed by the Hon'ble Delhi High Court subject to the guarantee being kept alive. Subsequently such guarantee furnished by the Group has been cancelled.

b. Investment in others			
i. Equity investment (at FVTOCI)			
1,925,924 (31 March 2020 - 1,925,924, 31 March 2019 - 1,925,924) Class A equity shares of Rs. 10/- each fully paid-up in VS Lignite Power Private Ltd.	-	-	-
ii. Debt investment (at FVTPL)			
4,828,298 (31 March 2020 - 4,828,298, 31 March 2019 - 4,828,298) 0.01% cumulative class A redeemable preference shares of Rs. 10/- each fully paid-up in VS Lignite Power Private Ltd.	-	-	-
iii) Un-quoted government securities at amortised cost			
National savings certificates lodged with various authorities	0.50	0.50	0.50
	0.50	0.50	0.50
6. Loans			
Unsecured, considered good			
Loans/advances to employees	15.05	1.74	2.04
Sub total (a)	15.05	1.74	2.04
Doubtful			
Loans to related party (Refer note 43) #	12.09	11.68	11.07
Less: Provision for doubtful loans	(12.09)	(11.68)	(11.07)
Sub total (b)	-	-	-
Total (a+b)	15.05	1.74	2.04

Represents intercorporate loan given to Wardha Vaalley Coal Field Private Limited for working capital requirements.

7. Other non-current financial assets			
Unsecured, considered good			
Industrial promotional assistance (Refer note 56)	6,295.04	4,271.38	4,271.38
Deposits with govt. authorities and others	1,579.62	1,519.54	1,534.24
Sub total (a)	7,874.66	5,790.92	5,805.62
Doubtful			
Deposits with govt. authorities and others	48.98	48.98	48.98
Less: Provision for doubtful deposits	(48.98)	(48.98)	(48.98)
Sub total (b)	-	-	-
Total (a+b)	7,874.66	5,790.92	5,805.62

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Annexure VII Notes to Restated Consolidated Ind AS Summary Statement

(All amounts are in Rs million, unless otherwise stated)

Particulars	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
8. Other non current assets			
Unsecured, considered good			
Capital advances#	1,022.46	1,052.54	611.44
Advances recoverable	721.30	-	-
Balances with indirect tax authorities	151.52	-	-
Prepaid expenses	17.54	18.06	22.87
Sub total (a)	1,912.82	1,070.60	634.31
Doubtful			
Capital advances	12.56	12.56	12.56
Less: Provision for doubtful advances	(12.56)	(12.56)	(12.56)
Sub total (b)	-	-	-
Total (a+b)	1,912.82	1,070.60	634.31
# For Capital advance to related parties (Refer note 43)			
9. Inventories			
(Valued at cost and NRV whichever is lower)			
Raw materials (includes in transit and stock with third party Rs. 1.14 million (31 March 2020 : Rs. 78.16 million, 31 March 2019 : Rs. 5.48 million))	621.64	529.01	612.72
Work-in-progress (includes in transit Rs. 59.79 million (31 March 2020 : Rs. Nil , 31 March 2019 : Rs. 71.32 million))	1,214.69	1,122.67	1,401.61
Finished goods (includes in transit Rs. 263.40 million (31 March 2020 : Rs. 322.11 million, 31 March 2019 : Rs. 113.34 million))	897.79	1,433.27	553.18
Stock-in-Trade	27.30	17.95	5.48
Stores and Spare Parts, Packing Material and Fuel* (includes in transit and stock with third parties Rs. 964.44 million (31 March 2020 : Rs. 723.39 million, 31 March 2019 : Rs. 480.27 million))	4,362.32	2,927.34	3,273.76
Total	7,123.74	6,030.24	5,846.75
* The Group has provided for write down to the value of stores and spare parts in the statement of profit and loss of Rs. 51.10 million (31 March 2020 : Rs. 0.32 million, 31 March 2019 : Rs. 2.77 million)			
10. Investments			
Quoted, valued at fair value through profit and loss			
ICICI Prudential Liquid Plan Nil (31 March 2020 - Nil, 31 March 2019- 2,209,294.42 Units)	-	-	610.69
SBI Liquid Fund Nil Units (31 March 2020 - Nil, 31 March 2019 - 391,165.81 Units)	-	-	1,145.56
HDFC Liquid Fund Nil Units (31 March 2020 - Nil, 31 March 2019-312,275.94 Units)	-	-	1,148.64
Kotak Liqud Fund Nil (31 March 2020 - Nil, 31 March 2019-67,597.23 Units)	-	-	255.81
Axis Liquid Fund Nil Units (31 March 2020 - Nil, 31 March 2019- 112,327.52 Units)	-	-	232.91
Reliance Liquid Fund Nil (31 March 2020 - Nil, 31 March 2019-123,500.31 Units)	-	-	563.39
DHFL Pramerica Insta Cash Fund Nil (31 March 2020 - Nil, 31 March 2019-629,632.04 Units)	-	-	153.00
DSP Blackrock Liquidity Fund Nil (31 March 2020 - Nil, 31 March 2019-147,910.37 Units)	-	-	395.42
Invesco India Medium Term Bond Fund Nil (31 March 2020 - Nil, 31 March 2019- 19,667.81 Units)	-	-	50.59
SBI Liquid Fund 155,274.97 Units, (31 March 2020 : Nil, 31 March 2019 : Nil)	500.20	-	-
Kotak Liquid Fund Dir Gr 164,760.38 Units, (31 March 2020 : Nil, 31 March 2019 : Nil)	685.24	-	-
Nippon Liquid Fund Dir Gr 146,113.55 Units, (31 March 2020 : Nil, 31 March 2019 : Nil)	735.37	-	-
Aditya Birla Sun Life Liquid Fund Dir Gr 1,508,740.33 Units, (31 March 2020 : Nil, 31 March 2019 : Nil)	500.20	-	-
Axis Liquid Fund 321,926.59 Units, (31 March 2020 : Nil, 31 March 2019 : Nil)	735.50	-	-
UTI Liquid Cash Fund - Dir Growth 148,404.56 units, (31 March 2020 : Nil, 31 March 2019 : Nil)	500.20	-	-
ICICI Prudential Mutual Fund 607,226.20 Units, (31 March 2020 : Nil, 31 March 2019 : Nil)	185.04	-	-
Total	3,841.75	-	4,556.01

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Annexure VII Notes to Restated Consolidated Ind AS Summary Statement

(All amounts are in Rs million, unless otherwise stated)

Particulars	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
Aggregate book value of quoted investments	3,841.75	-	4,556.01
Aggregate market value of quoted investments	3,841.75	-	4,556.01
11. Trade receivables#			
- Secured, considered good	1,402.44	1,533.82	1,621.42
- Unsecured, considered good	3,060.39	3,499.46	3,301.43
- Which have significant increase in credit risk	76.08	77.10	75.78
- Credit impaired	1,085.62	890.17	758.72
	5,624.53	6,000.55	5,757.35
Provision for doubtful trade receivables	(1,085.62)	(890.17)	(758.72)
Total	4,538.91	5,110.38	4,998.63
# For trade receivable from related parties (Refer note 43)			
12. Cash and cash equivalents			
Balances with bank			
- On current accounts	910.43	237.09	417.68
- Deposits with original maturity of less than three months	4,000.00	2,300.00	500.00
Cheques/drafts on hand	20.22	0.65	64.44
Cash on hand	0.44	0.80	0.64
Total	4,931.09	2,538.54	982.76
13. Bank balances other than Cash and cash equivalents			
Balances with bank			
Earmarked deposit with bank	-	2,300.00	-
Deposits pledged as margin money against bank guarantee	76.53	-	-
Balances with various statutory authorities	218.22	218.22	212.53
Collateral for disputed indirect tax cases	51.80	51.80	51.80
Total	346.55	2,570.02	264.33
14. Loans			
Unsecured, considered good			
Loans/advances to employees	26.62	22.59	14.83
Total	26.62	22.59	14.83
15. Other current financial assets			
Unsecured, considered good			
Deposits with govt. authorities and others	1,582.92	1,295.93	1,204.80
Industrial promotional assistance	287.40	604.28	437.02
Interest accrued	73.09	14.77	8.17
Other receivables (Refer note 43)	158.05	663.38	187.75
Sub total (a)	2,101.46	2,578.36	1,837.74
Doubtful			
Interest accrued on loan to related party (Refer note 43)	10.20	8.34	6.58
Provision for doubtful Interest accrued on loan	(10.20)	(8.34)	(6.58)
Sub total (b)	-	-	-
Total (a+b)	2,101.46	2,578.36	1,837.74
16. Other current assets			
Unsecured, considered good			
Advances to Suppliers	1,396.50	706.01	855.22
Balances with indirect tax authorities	486.65	292.37	334.56
Prepaid expenses	285.52	153.98	187.61
Other receivables	28.15	52.23	42.57
Total	2,196.82	1,204.59	1,419.96

Particulars	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
17. Equity share capital			
Authorized			
7,801,110,000 (31 March 2020 - 7,801,110,000, 31 March 2019 - 7,801,110,000) equity shares of Rs. 10/- each	78,011.10	78,011.10	78,011.10
1,000,000,000 (31 March 2020 - 1,000,000,000, 31 March 2019 - 1,000,000,000) preference shares of Rs. 10/- each	10,000.00	10,000.00	10,000.00
	88,011.10	88,011.10	88,011.10
Issued, subscribed and fully paid-up			
315,089,061 (31 March 2020 - 242,361,787, 31 March 2019 - 200,000,000) equity shares of Rs. 10/- each	3,150.89	2,423.62	2,000.00
	3,150.89	2,423.62	2,000.00

(a) Terms/ rights attached to equity shares

The Company has only one class of equity shares having a par value of Rs. 10 per share. Each holder of equity shares is entitled to one vote per share. The shareholders are entitled to dividends in Indian Rupees, proposed by the Board of Directors and subject to the approval of the shareholders in the Annual General Meetings.

In the event of liquidation of the Company, the holders of equity shares will be entitled to receive remaining assets of the Company, after distribution of all preferential amounts. The distribution will be in proportion to the number of equity shares held by the shareholders.

(b) Shares held by shareholders holding more than 5% in the Company

Niyogi Enterprise Private Limited (Holding Company) and its nominees			
No of Shares	20,00,00,000	20,00,00,000	-
Shareholding %	82.52%	82.52%	-
Nirma Limited (Erstwhile Holding Company) and its nominees			
No of Shares	-	-	20,00,00,000
Shareholding %	-	-	100.00%
Shri. Karsanbhai Khodidas Patel			
No of Shares	2,49,84,351	249,84,351*	-
Shareholding %	10.31%	10.31%	-

* held jointly with Shantaben Karsanbhai Patel

As per records of the Company, including its register of shareholder/members and other declarations received from shareholder regarding beneficial interest, the above shareholding represents both legal and beneficial ownership of shares.

(c) Aggregate number of equity shares issued as bonus, shares issued for consideration other than cash and shares bought back during the period of five years immediately preceding the reporting date:

i) Equity shares issued pursuant to merger scheme in financial year 2016-17 - 150,000,000 shares of Rs. 10/- each

ii) On 19th February 2019, the Company has converted Compulsory Convertible Debentures (CCD) of Rs. 10,000 million into 50,000,000 numbers of equity shares of Rs. 10/- each. Difference between the equity component of CCD and face value of the equity shares issued on conversion has been credited to securities premium account. Difference between the outstanding debt component related to CCD (including accrued interest till the date of conversion accounted as per Ind AS) and interest payable @ 2% till the date of conversion, has been credited to retained earnings. Remaining portion of the debt component has been treated as Inter Corporate Deposit from Nirma Limited to the Company bearing interest @ 8% p.a.

iii) Pursuant to the Scheme of arrangement between the Company and Nirma Limited in February, 2020, 42,361,787 equity shares were allotted as fully paid up to the equity shareholders of Nirma Limited, without payment being received in cash. (Refer note 52B)

Nature and purpose of reserve

A - Capital Reserve, Capital Reserve on Amalgamation, Capital Reserve on Merger and Amalgamation

Capital reserve is used to record excess of net assets taken over pursuant to amalgamation.

B - Debenture Redemption Reserve

The Group has issued redeemable non-convertible debentures. Accordingly, the Companies (Share capital and Debentures) Rules, 2014 (as amended), requires the Group to create Debenture Redemption Reserve (DRR) out of profits of the Group available for payment of dividend. DRR was required to be created for an amount which is equal to 25% of the value of debentures issued. As per notification GSR 574(E) in reference to amendment in rule 18, for sub rule 7 of the Companies (Share Capital and Debentures) Rules, 2014, Group has discontinued creating Debenture Redemption Resserve w.e.f. 16th August 2019

C - Securities premium

Securities premium reserve is used to record the premium on issue of shares. The reserve is utilized in accordance with the provisions of the Companies Act, 2013.

D - Capital Redemption Reserve

Capital redemption reserve was created by transferring from retained earnings. The balance will be utilised in accordance with the provision of the Companies Act, 2013.

E - General Reserve

The general reserve is used from time to time to transfer profits from retained earnings for appropriation purposes.

F - Statutory Reserve Under Section 45IC of RBI Act

Statutory Reserve under section 45IC of RBI Act was created by transfering profits as per the rules stated therein when the Company was registered as a Non Banking Financial Group (NBFC).

G - Retained earnings

Retained earnings are the profits that the Group has earned till date, less any transfers to general reserve, debenture redemption reserve. Retained Earnings is a free reserve available to the Group.

Particulars	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
18. Borrowings			
i) Non convertible debentures			
8.57% Secured listed non convertible debenture redeemable at par on 14.09.2020 (8,000 nos.) (Refer note a)	-	-	7,906.36
8.66% Secured listed non convertible debenture redeemable at par on 14.09.2021 (8,000 nos.) (Refer note a)	-	7,901.95	7,842.17
9.15% Secured listed non convertible debenture redeemable at par on 30.08.2022 (3,500 nos.) (Refer note b)	3,493.86	3,491.18	-
9.65 % Unsecured listed non convertible debenture redeemable at par on 05.07.2024 (3,000 nos.) (Refer note c(i))	2,979.10	2,974.99	2,971.25
10.15% Unsecured listed non convertible debenture redeemable at par on 05.07.2027 (3,000 nos.) (Refer note c(ii))	2,963.46	2,960.02	2,956.90
7.25% Secured listed non convertible debenture redeemable at par on 25.09.2023 (5000 nos.) (Refer note d(iv))	4,967.25	-	-
ii) Term loan from bank in local currency (Refer note e)			
Secured term loans	41,208.29	11,984.40	7,484.50
iii) Unsecured borrowings			
Inter corporate deposit (Refer note g)	-	-	4,022.10
0.001% Unlisted, unsecured debentures compulsorily convertible into equity shares (Refer note f)	0.32	-	-
	55,612.28	29,312.54	33,183.28

Note :

a. The Company has issued Non convertible debentures (NCD) of Rs. 40,000 million which are secured by first ranking exclusive charge in favour of the debenture trustee over all rights, title, interest and benefit of the Company in respect of and over the fixed assets including plant and machinery, equipments, land, immovable properties, mining leases (to the extent permitted under the applicable law), investments, its intellectual properties (other than the excluded intellectual properties) and a second pari passu charge over the current assets including cash, receivables, stocks, bank accounts of the Company. The interest is payable half yearly at the applicable rates as specified for each series.

b. The Company has issued Non convertible debentures (NCD) of Rs. 3,500 million which are secured by first ranking charge in favour of the debenture trustee over all rights, title, interest and benefit of the Company in respect of and over the fixed assets of the Company. The interest is payable yearly at the applicable rate and principle is payable at the end of the tenure.

c (i). On merger of the cement undertaking of Nirma Ltd with the Company, proportionate liability in form of Unsecured, Subordinated, Rated, Listed Non Convertible Debentures redeemable at par on 6th July 2077 was also transferred. These debentures have a call option which can be exercised by the Company at the end of 7 years from 6th July 2017 and annualy every year thereafter with the maximum additional interest of 2% p.a. (Refer note 52B)

c (ii). On merger of the cement undertaking of Nirma Ltd with the Company, proportionate liability in form of Unsecured, Subordinated, Rated, Listed Non Convertible Debentures redeemable at par on 6th July 2077 was also transferred. These debentures have a call option which can be exercised by the Company at the end of 10 years from 6th July 2017 and annualy every year thereafter with the maximum additional interest of 2% p.a. (Refer note 52B)

d. i)The Company has issued Non convertible debentures (NCD) of Rs. 8,000 million which are secured by first ranking pari passu charge in favour of the debenture trustee over all rights, title, interest and benefit of the Company in respect of and over the fixed assets of the Company. The interest is payable quaterly at the applicable rate and principle is payable at the end of the tenure.

d. ii) The Company has issued Non convertible debentures (NCD) of Rs. 6,500 million which are secured by first ranking pari passu charge in favour of the debenture trustee over all rights, title, interest and benefit of the Company in respect of and over the fixed assets of the Company. The interest is payable quaterly at the applicable rate and principle is payable at the end of the tenure. These debentures have a call option which can be exercised by the Company on 11th December 2020 and 11th March 2021 with the maximum additional interest of 0.25% p.a. post 11th December 2020 and 1% post 11th March 2021 till date of final settelment.

d. iii) The Company has issued Non convertible debentures (NCD) Series I of Rs. 2,150 million and Series II of Rs. 1,850 million which are secured by first ranking pari passu charge in favour of the debenture trustee over all rights, title, interest and benefit of the Company in respect of and over the fixed assets of the Company. The interest is payable quaterly at the applicable rate and principle is payable at the end of the tenure.

d. iv) The Company has issued Non convertible debentures (NCD) of Rs. 5,000 million which are secured by first ranking pari passu charge in favour of the debenture trustee over all rights, title, interest and benefit of the Company in respect of and over the fixed assets of the Company. The interest is payable yearly at the applicable rate and principle is payable at the end of the tenure.

e. The Company has taken term loan of Rs. 3,750 million from Kotak Mahindra Bank Ltd and Rs 3,750 million from State Bank of India, carrying average interest rate of 8.27% and 8.23% respectively, which is secured by first pari passu charge to be shared with other term lenders and debenture holders on all rights, title, interest and benefits of the borrower pertaining to all existing and future moveable fixed assets and immovable properties. Loan shall be repaid in 20 equal quarterly installments starting from the quarter following the expiry of moratorium period of 24 month from the date of first disbursement. The interest is payable on monthly basis at the applicable rates.

The Company has taken term loan of Rs. 1,500 million from The Hongkong and Shanghai Banking Corporation Ltd (HSBC), carrying average interest of 8.13%, which is secured by first pari passu charge to be shared with other term lenders and debenture holders on all rights, title, interest and benefits of the borrower pertaining to entire fixed assets to the extent of 1.25x at all times and second pari passu charge over current assets. 10% of Loan to be repaid in equal quarterly installment during 2nd year following the expiry of moratorium of 1year from the date of disbursement and rest 90% in following 3years in equal quaterly installment. The interest is payable on monthly basis at the applicable rates.

The Company has taken term loan of Rs. 1,500 million from Axis Bank Ltd , carrying average interest of 7.92%, which is secured by first pari passu charge to be shared with other term lenders and debenture holders on all rights, title, interest and benefits of the borrower pertaining to all existing and future moveable fixed assets and immovable properties. Loan shall be repaid in 16 equal quarterly installments starting from the quarter following the expiry of moratorium period of 24 month from the date of first disbursement. The interest is payable on monthly basis at the applicable rates.

The Company has taken term loan of Rs. 1,500 million from First Abu Dhabi Bank PJSC , carrying average interest of 8.20%, which is secured by first pari passu charge to be shared with other term lenders and debenture holders on all rights, title, interest and benefits of the borrower pertaining to all existing and future moveable fixed assets and immovable properties and second pari passu charge over current assets. Loan shall be repaid in 5 equal quarterly installments starting from 36th month after the date of first disbursement. The interest is payable on monthly basis at the applicable rates.

The Company has taken term loan of Rs. 1,450 million from Axis Finance Ltd , carrying interest of 9.75%, which is secured by first pari passu charge to be shared with other term lenders and debenture holders on all rights, title, interest and benefits of the borrower pertaining to all existing and future moveable fixed assets and immovable properties. Loan shall be repaid in 10 equal quarterly installments starting from the quarter following the expiry of moratorium period of 13month from the date of first disbursement. The interest is payable on monthly basis at the applicable rates.

Particulars	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019

The Company has taken term loan of Rs. 9,650 million from Axis Bank Ltd , carrying average interest of 8.13%, which is secured by first pari passu charge to be shared with other term lenders and debenture holders on all rights, title, interest and benefits of the borrower pertaining to all existing and future moveable fixed assets and immovable properties and Second charge on the entire current assets of the Company on pari pasu basis. on Loan shall be repaid in 36 equal quarterly installments starting from the quarter following the expiry of moratorium period of 12 month from the date of first disbursement. The interest is payable on monthly basis at the applicable rates.

The Company has downsell Rs. 2,112.80 million to Bank of Maharashtra, Rs 1,837.20 million to Indian Bank, Rs 1,000 million to Karur Vyasa Bank and Rs 750 million to HSBC Bank at 8.25% which is secured by first pari passu charge to be shared with other term lenders and debenture holders on all rights, title, interest and benefits of the borrower pertaining to all existing and future moveable fixed assets and immovable properties and Second charge on the entire current assets of the Company on pari pasu basis. Loan shall be repaid in 36 equal quarterly installments starting from the quarter following the expiry of moratorium period of 12 month from the date of first disbursement. The interest is payable on monthly basis at the applicable rates.

The Company has taken term loan of Rs. 2000.00 Million from Axis Bank Ltd , carrying interest of 7.03%, which is secured by first pari passu charge to be shared with other term lenders and debenture holders on all rights, title, interest and benefits of the borrower pertaining to all existing fixed assets. Loan shall be repaid in 20 equal quarterly installments starting from the quarter following the expiry of moratorium period of 12 month from the date of first disbursement. The interest is payable on monthly basis at the applicable rates.

The Company has taken term loan of Rs. 2000.00 Million from RBL , carrying interest of 7.03%, which is secured by first pari passu charge to be shared with other term lenders and debenture holders on all rights, title, interest and benefits of the borrower pertaining to all existing and future fixed assets and immovable properties. Loan shall be repaid in 20 equal quarterly installments starting from the quarter following the expiry of moratorium period of 12 month from the date of first disbursement. The interest is payable on monthly basis at the applicable rates.

The Company has taken term loan of Rs. 1500.00 Million from HSBC , carrying interest of 7.15%, which is secured by first pari passu charge to be shared with other term lenders and debenture holders on all rights, title, interest and benefits of the borrower pertaining to all existing and future fixed assets and immovable properties. Loan shall be repaid in 20 equal quarterly installments starting from the quarter following the expiry of moratorium period of 12 month from the date of first disbursement. The interest is payable on monthly basis at the applicable rates.

The Subsidiary company has taken term loan of Rs. 4,400 million for its Jajpur Unit under consortium banking arrangement led by Indian Bank (e-Allahabad Bank), carrying interest rate in the range of 8.60% to 9.20% p.a, which is secured by first pari passu charge on moveable and immovable fixed assets (present and future) of Jajpur Cement Plant and second pari passu charge on current assets of Cement Plants of the Subsidiary company situated at Risda, Panagarh, Jajpur and Bhabua with other term lenders. Loan shall be repaid in 40 unequal quarterly installments commencing from December'2021 quarter. The interest is payable on monthly basis at the applicable rates.
The Subsidiary company has taken term loan of Rs. 18,900 million for its Risda & Panagarh Unit under consortium banking arrangement led by Bank of Baroda, carrying interest rate in the range of 7.70% to 9.45%, which is secured by first pari passu charge on moveable and immovable fixed assets (present and future) of Risda and Panagarh Cement Plants and second pari passu charge on current assets of Cement Plants of the Subsidiary company situated at Risda, Panagarh, Jajpur and Bhabua with other term lenders. Loan shall be repaid in 36 unequal quarterly installments starting from March'2018 quarter. The interest is payable on monthly basis at the applicable rates. The Subsidiary company has availed Covid-19 Moratorium benefit for two quarters i.e. March'2020 and June'2020 Quarters.

The Subsidiary company has taken term loan of Rs. 1,900 million & Rs. 1,550 million for its Bhabua Unit under sole banking arrangement from Punjab National Bank, carrying interest rate of 9.15% p.a. which is secured by exclusive charge on moveable and immovable fixed assets (present and future) of Bhabua Cement Plant and second pari passu charge on current assets of Cement Plants of the Subsidiary company situated at Risda, Panagarh, Jajpur and Bhabua. Loan shall be repaid in 40 equal quarterly installments starting from September'2020 quarter and December 2022 Quarter respectively. The interest is payable on monthly basis at the applicable rates.

Acceptances for fixed assets ₹ 70.40 Million carrying interest rate around 8.75 % having first pari passu charge on the entire fixed assets (movable & immovable), present and future of the Cement and Power Plant situated at Risda (Chhattisgarh), Panagarh (West Bengal) & Jajpur (Odisha) of the subsidiary company. Acceptances are convertible into rupee loan on the due date and have the same repayment schedule as of the respective term loan.

f. During the year the Company has issued Rs. 5,000 million of compulsorily convertible debentures. (Refer note 57)

g. The inter corporate deposit of Nil (31 March 2020 - Rs. 5,738.78 million, 31 March 2019- Rs 3,438.68 million) carries interest rate of 8%.

Repayment Schedule of non convertible debentures:			
Not later than one year	12,500.00	8,000.00	12,500.00
Later than one year and not later than two years	3,500.00	8,000.00	8,000.00
Later than two years and not later than five years	8,000.00	6,500.00	8,000.00
More than five years	3,000.00	3,000.00	6,000.00
19. Other non-current financial liabilities			
Other liabilities	625.31	527.65	527.65
Total	625.31	527.65	527.65
20. Provisions			
Provision for death benefit (Refer note 42)	32.27	33.27	34.07
Provision for gratuity (Refer note 42)	86.08	68.43	22.30
Provision for site restoration (Refer note 53)	593.84	319.65	296.12
Provision for contractors' charges (Refer note 53)	101.84	281.76	257.52
Total	814.03	703.11	610.01
21. Deferred tax liabilities (net)			
Deferred tax liability (Refer note 39)	**26,139.90**	**17,141.53**	**17,196.18**
- Depreciation and amortisation	26,019.71	17,141.50	17,184.98
- Others	120.19	0.03	11.20
Deferred tax asset (Refer note 39)	**7,330.36**	**2,723.02**	**3,265.73**
- Disallowance under section 43B of the Income Tax Act	497.53	452.76	428.05
- Provision for doubtful debts and advances	430.86	366.17	312.66
- Unabsorbed depreciation	4,210.70	-	-
- Others	236.96	173.44	197.79
- MAT credit entitlement	1,954.31	1,730.65	2,327.23
Total	18,809.54	14,418.51	13,930.45

Nuvoco Vistas Corporation Limited

Annexure VII Notes to Restated Consolidated Ind AS Summary Statement

(All amounts are in Rs million, unless otherwise stated)

Particulars	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
22. Other non current liabilities			
Deferred government capital grants	21.38	-	-
	21.38	-	-
23. Borrowings			
Secured :			
Loans repayable on demand:			
From Banks - Cash Credits / Working Capital Borrowings (Secured by Hypothecation of Stocks and Book Debts of the Group)	1,977.83	-	-
Unsecured :			
Loans repayable on demand :			
Inter corporate deposit (Refer note 18(g))	-	6,613.09	-
	1,977.83	6,613.09	-
24. Trade payables			
Due to micro and small enterprises	568.06	120.11	53.35
Due to creditors other than micro and small enterprises	8,507.55	7,739.54	7,594.02
Total	9,075.61	7,859.65	7,647.37
This information on Micro and Small Enterprises has been determined to the extent such parties have been identified on the basis of information available with the Group and the same has been relied upon by the auditors.			
For trade payable to related parties (Refer note 43)			
25. Other current financial liabilities			
Current maturities of long term debt	18,829.91	8,707.08	13,075.62
Security deposits from dealers, transporters and others	6,407.58	4,530.57	4,299.09
Creditors for capital expenditure	1,722.81	1,628.83	829.13
Liability for employee related expenses	393.95	300.22	637.33
Total	27,354.25	15,166.70	18,841.17
26. Other current liabilities			
Advance from customers	1,146.55	797.55	581.06
Liability towards discount to dealers	1,918.56	1,747.30	2,097.37
Deferred government capital grants	0.17	-	-
Others (including statutory dues and liabilities for expenses)	2,674.82	793.57	1,586.57
Total	5,740.10	3,338.42	4,265.00
27. Provisions			
Provision for gratuity (Refer note 42)	6.26	-	-
Provision for leave benefits	328.55	255.68	232.21
Provision for death benefit (Refer note 42)	6.15	5.44	5.19
Provision for indirect taxes/litigations (Refer note 53)	1,970.31	1,818.21	1,808.06
Provision for dealers' discounts (Refer note 53)	1,927.26	1,120.68	1,066.14
Provision for contractors' charges (Refer note 53)	-	-	24.23
Provision for site restoration (Refer note 53)	73.11	15.80	22.44
Total	4,311.64	3,215.81	3,158.27

Nuvoco Vistas Corporation Limited

Annexure VII Notes to Restated Consolidated Ind AS Summary Statement

(All amounts are in Rs million, unless otherwise stated)

Particulars	2020-21	2019-20	2018-19
28. Revenue from operations			
Sale of products			
Finished goods	72,692.94	66,829.82	68,578.10
Traded goods	381.07	264.28	201.96
Other operating revenue			
Industrial promotional assistance - fiscal incentive*	771.06	474.59	812.84
Provision/liabilities no longer required, written back	474.88	62.93	477.18
Scrap sales	159.20	179.15	104.87
Recoveries of shortages & damages	310.57	101.40	27.77
Sale of power and other services	98.68	20.22	318.62
Total revenue from operations	74,888.40	67,932.39	70,521.34

Note :

* The Group has recognized as other operating revenue Industrial Promotional Assistance (IPA) of Rs. Nil (31 March 2020 Nil, 31 March 2019 Rs. 463.89 million) related to Mejia Cement Plant and Rs. 441.60 million (31 March 2020 Nil, 31 March 2019 Nil) related to Panagarh Cement Plant from the Government of West Bengal under the West Bengal Incentive Scheme 2004, Rs. 135.56 million (31 March 2020 Nil, 31 March 2019 Nil) related to Babhua Cement plant from Goverment of Bihar under the Bihar Industrial Investment Promotion Policy. Similarly, IPA of Rs. 193.90 million (31 March 2020 Rs. 474.59 million, 31 March 2019 Rs. 348.95 million) has been recognised related to Chittorgarh Cement Plant and Nimbol Cement Plant from the Government of Rajasthan under the Rajasthan Investment Promotion Scheme 2010.

29. Other income			
Gain on sale of current investments	67.37	198.96	262.71
Fair value gain on financial instruments at fair value through profit and loss	1.62	-	32.05
Interest income on bank deposits	94.40	28.14	16.47
Interest income on others	28.07	82.55	172.62
Net gain on foreign currency transaction and translation	28.44	5.14	7.73
Gain on sale of Investment property	2.12	-	-
Net gain on sale of Property, Plant & Equipment and Right of use assets	63.29	-	4.78
Other non-operating income	53.22	52.26	41.18
	338.53	367.05	537.54
30. Cost of materials consumed			
Inventory at the beginning of the year	529.01	612.72	651.24
Add: Adjustment on account of business combination (Refer note 52A)	202.36	-	-
Add: Purchases	10,213.23	12,654.50	13,935.52
	10,944.60	13,267.22	14,586.76
Less: Inventory at the end of the year	(621.64)	(529.01)	(612.72)
	10,322.96	12,738.21	13,974.04
31. Purchase of stock in trade			
Cement, Construction chemicals and Others	476.03	175.56	125.54
	476.03	175.56	125.54
32. Changes in inventories of finished goods, work-in-progress and stock-in-trade			
Inventories at the end of the year			
Finished goods	897.79	1,433.27	553.18
Work-in-progress	1,214.69	1,122.67	1,401.61
Stock-in-Trade	27.30	17.95	5.48
	2,139.78	2,573.89	1,960.27
Inventories at the beginning of the year			
Finished goods*	1,782.23	553.18	627.05
Work-in-progress*	1,608.34	1,401.61	1,675.31
Stock-in-Trade	17.95	5.48	5.08
	3,408.52	1,960.27	2,307.44
Changes in inventories of finished goods	884.44	(880.09)	73.87
Changes in inventories of work-in-progress	393.65	278.94	273.70
Changes in inventories of Stock-in-trade	(9.35)	(12.47)	(0.40)
	1,268.74	(613.62)	347.17

* Opening stock of finished goods and Work-in-progress for the period ended 31 March 2021 includes opening stock of subsidiary as on 14 July 2020 Rs. 348.96 million and Rs. 485.67 million respectively

33. Employee benefits expense			
Salaries, bonus and wages	4,058.55	3,394.59	3,260.30
Contribution to provident fund and other retirement benefits (Refer note 42)	465.67	408.12	328.17
Staff welfare expenses	296.15	243.45	222.79
	4,820.37	4,046.16	3,811.26

Nuvoco Vistas Corporation Limited

Annexure VII Notes to Restated Consolidated Ind AS Summary Statement

(All amounts are in Rs million, unless otherwise stated)

Particulars	2020-21	2019-20	2018-19
34. Finance costs			
Interest on :			
Non convertible debentures	2,860.97	2,811.34	3,721.20
Term loans	2,922.44	849.34	258.39
Inter corporate deposits	124.32	323.63	270.84
Compulsory convertible debentures	0.02	-	60.67
Security deposits from dealers, transporters and others	276.59	268.04	259.93
Others	720.79	247.21	143.61
	6,905.13	4,499.56	4,714.64
Less:: Borrowing cost capitalised	(264.84)	(307.35)	(145.30)
	6,640.29	4,192.21	4,569.34
35. Depreciation and amortisation expense			
Depreciation on tangible assets	6,212.39	4,294.53	4,056.12
Amortisation of intangible assets	1,100.38	772.47	773.31
Amortisation of Right of use assets	624.55	210.98	148.78
Depreciation on investment property	0.55	0.79	0.79
	7,937.87	5,278.77	4,979.00
36. Other expenses			
Consumption of stores & spares	1,537.28	1,418.23	1,805.07
Consumption of packing materials	2,648.03	1,998.06	2,284.08
Lease rent (Refer note 40)	195.88	232.27	234.13
Rates & taxes	152.17	148.18	127.88
Insurance	190.40	69.56	65.54
Repairs and maintenance to plant and machinery, building and others	835.32	787.99	835.30
CSR expenditure (Refer note 55)	98.19	41.67	30.10
Advertisement and sales promotions	856.67	720.73	904.95
Travelling and conveyance expenses	234.13	360.02	351.77
Legal and professional charges	219.00	353.28	382.52
Payment to auditors (Refer note below)	11.56	9.63	8.64
Donations	2.09	0.38	2.33
Provision for bad/doubtful debts and advances	177.44	131.27	122.97
Loss on disposal of Property, Plant & Equipment	0.01	33.95	-
Equipment hire, labour and subcontract charges	1,852.22	1,923.75	1,899.27
Security service charges	210.12	166.09	164.41
Miscellaneous expenses	338.70	239.53	338.50
Less : Captive Consumption (Cement & Concrete)	(21.46)	(37.64)	(44.37)
	9,537.75	8,596.95	9,513.09
Payment to auditor (excluding taxes)			
Statutory Auditors :			
Audit fee (including half year limited review)	8.90	7.20	6.44
Tax audit fee	1.60	1.30	1.10
Other services	1.06	1.03	1.00
Reimbursement of expenses	-	0.10	0.10
Total	**11.56**	**9.63**	**8.64**
37. Earnings per equity share			
Profit attributable to equity shareholders	**(259.19)**	**2,492.55**	**(264.88)**
Weighted average number of equity shares for basic & dilutive EPS (Nos.)	31,81,89,602	24,23,61,787	24,23,61,787
Basic earnings per share (in Rs.)	(0.82)	10.28	(1.09)
Diluted earning per share (in Rs.)	(0.82)	10.28	(1.09)
Face value per equity Share (in Rs.)	10.00	10.00	10.00

Note: The Board of Directors in its meeting dated July 24, 2021 approved the conversion of 5,00,00,000 Compulsorily and Mandatorily Convertible Debentures (CCDs) of the Company having a face value of Rs.100/- per CCD at par aggregating Rs.5,000 million on a preferential basis into 1,57,51,303 Equity Shares of Rs.10/- each at a conversion price of Rs. 317.43 per CCD to Kotak Special Situations Fund. Had 1,57,51,303 equity shares been considered for the purpose of calculation of basic and diluted earnings per share for the year ended March 31, 2021, the basic and diluted earnings per share would have been Rs (0.84) per share respectively.

38. Tax expense

(a) Amounts recognised in restated profit and loss

Particulars	2020-21	2019-20	2018-19
Current income tax	464.72	896.21	642.09
Tax expense relating to earlier years*	(113.10)	2.25	(199.83)
Deferred tax liability (net)			
Origination and reversal of temporary differences#	186.44	36.59	82.66
Minimum Alternate Tax credit	86.51	439.91	(94.03)
Deferred tax expense	**272.95**	476.50	(11.37)
Tax expense for the year	**624.57**	**1,374.96**	**430.89**

* Tax expenses relating to earlier years include adjustment related to MAT credit entitlement Rs. 310.12 million (MAT credit utilisation of Rs. 156.63 million in FY19-20, Mat credit entitlement of Rs. 186.46 million in FY18-19), deferred tax debit of Rs. 197.02 million (Credit of Rs. 126.24 million in FY19-20, debit of Rs. 8.37 million in FY18-19) and current tax credit of Nil (Rs. 28.14 million in FY19-20, credit of Rs. 21.74 million in FY18-19).

Deferred tax expense for the year ended March 31, 2021 includes Rs 541.89 Million being one time tax impact of goodwill taken out of purview of tax depreciation w.e.f. 1 April 2020 by Finance Bill enacted in March 2021.

(b) Reconciliation of effective tax rate

Particulars	2020-21	2019-20	2018-19
Tax Rate	**34.944%**	**34.944%**	**34.944%**
Restated Profit before tax (A)	**365.38**	**3,867.51**	**166.01**
Loss for the period before appointed date (Refer note 52B) (B)	-	(69.00)	(1,443.02)
Ind AS 116 restatement adjustment **(C)**	-	-	(27.56)
Profit before tax (A-B-C)	**365.38**	**3,936.51**	**1,636.59**
Tax using the applicable tax rate	127.68	1,375.57	571.89
Tax effect of:			
Expenses inadmissible under Income Tax Act, 1961	10.57	14.45	10.31
Adjustment related to earlier years	(113.10)	2.25	(199.83)
Adjustment on account of business combination (Refer Note 52B)	-	-	50.35
Recognition of deferred tax liability on Goodwill	541.89	-	-
Others	57.53	(17.31)	(1.83)
Tax expense as per statement of restated profit and loss	**624.57**	**1,374.96**	**430.89**
Effective tax rate	**170.94%**	**34.93%**	**26.34%**

Note:

1. Effective tax rate for the year March 31, 2021 is higher on account of one-time deferred tax expenses amounting to Rs 541.89 Million as explained above. Excluding the impact of one time deferred tax expense, effective tax rate would have been 22.61%.

2. On September 20, 2019, vide the Taxation Laws (Amendment) Ordinance 2019, the Government of India inserted Section 115BAA in the Income Tax Act, 1961 which provides domestic companies a non-reversible option to pay corporate tax at reduced rates effective April 01, 2019 subject to certain conditions. Opting for the new tax rates depends upon evaluating and comparing factors like savings on account of the lower tax rates in the new tax regime v/s benefits that Group may have to forego with respect to Minimum Alternative Taxes, carry forward losses at a subsidiary and other exemptions and deductions available under the old tax regime. The Group continues to evaluate the above factors to assess when it is most likely to move into the new tax regime. Currently considering the amount Minimum Alternative Taxes, carry forward losses at subsidiary and other exemptions and deductions available under the old regime and the uncertainties on account of Covid 19, the Group on a conservative basis has applied the existing tax rate for measurement of deferred tax with respect to temporary differences which will reverse in all future periods and have not made any adjustment on account of any remeasurement of deferred tax due to opting of lower tax rate in a future period.

Nuvoco Vistas Corporation Limited

Annexure VII Notes to Restated Consolidated Ind AS Summary Statements

(All amounts are in Rs millions, unless otherwise stated)

39. Deferred Tax Liability (Net)

Particulars	As at 1 April 2018	2018-19			As at 31 March 2019
		Recognised in restated statement of profit and loss	Recognised in OCI	Recognised in other equity	
Deferred tax liability					
Depreciation and amortisation difference	17,190.13	(5.15)	-	-	17,184.98
Others	48.77	(37.57)	-	-	11.20
Total (a)	**17,238.90**	**(42.72)**	**-**	**-**	**17,196.18**
Deferred tax Asset					
Disallowance under section 43B of Income Tax Act, 1961	586.82	(167.53)	8.76	-	428.05
Provision for doubtful debts and advances	281.38	31.28	-	-	312.66
Unabsorbed depreciation	-	-	-	-	-
Others	308.37	2.51	-	(113.09)	197.79
MAT credit entitlement	2,046.74	280.49	-	-	2,327.23
Total (b)	**3,223.31**	**146.75**	**8.76**	**(113.09)**	**3,265.73**
Net deferred tax liability (a-b)	**14,015.59**	**(189.47)**	**(8.76)**	**113.09**	**13,930.45**

Nuvoco Vistas Corporation Limited

Annexure VII Notes to Restated Consolidated Ind AS S

(All amounts are in Rs millions, unless otherwise stated)

39. Deferred Tax Liability (Net)

Particulars	2019-20			As at 31 March 2020	Adjustment on account of Business combination	2020-21			31 March 2021
	Recognised in restated statement of profit and loss	Recognised in OCI	Recognised in other equity			Recognised in restated statement of profit and loss	Recognised in OCI	Recognised in other equity	
Deferred tax liability									
Depreciation and amortisation difference	(43.48)	-	-	17,141.50	8,572.13	306.08	-	-	26,019.71
Others	(11.17)	-	-	0.03	43.90	76.26	-	-	120.19
Total (a)	**(54.65)**	**-**	**-**	**17,141.53**	**8,616.03**	**382.34**	**-**	**-**	**26,139.90**
Deferred tax Asset									
Disallowance under section 43B of Income Tax Act, 1961	8.36	16.35	-	452.76	-	61.24	(16.47)	-	497.53
Provision for doubtful debts and advances	53.51	-	-	366.17	-	64.69	-	-	430.86
Unabsorbed depreciation	-	-	-	-	4,255.63	(44.93)	-	-	4,210.70
Others	(26.82)	-	2.47	173.44	19.40	(82.17)	-	126.29	236.96
MAT credit entitlement	(596.58)	-	-	1,730.65	-	223.66	-	-	1,954.31
Total (b)	**(561.53)**	**16.35**	**2.47**	**2,723.02**	**4,275.03**	**222.49**	**(16.47)**	**126.29**	**7,330.36**
Net deferred tax liability (a-b)	**506.88**	**(16.35)**	**(2.47)**	**14,418.51**	**4,341.00**	**159.85**	**16.47**	**(126.29)**	**18,809.54**

40. Disclosures required by Indian Accounting Standard (Ind AS) 116 - Leases

The following table summarizes the movement of lease liabilities during the year:

Particulars	Land - Leasehold	Office Premises*	Plant & Machinery	Vehicles	Building	Total
Liability as at 1 April 2018	**70.46**	**365.52**	**81.39**	**3.87**	**-**	**521.24**
Additions	59.66	21.05	59.04	10.55	-	150.30
Interest Expense (included in finance costs)	7.96	29.94	9.09	0.66	-	47.65
Lease Payments	(20.43)	(76.80)	(48.12)	(2.67)	-	(148.02)
Liability as at 31 March 2019	**117.65**	**339.71**	**101.40**	**12.41**	**-**	**571.17**
Additions	25.63	24.43	31.12	-	-	81.18
Interest Expense (included in finance costs)	10.96	28.92	9.19	0.93	-	50.00
Lease Payments	(34.55)	(95.86)	(66.35)	(4.48)	-	(201.24)
Reversal	-	-	(5.93)	-	-	(5.93)
Liability as at 31 March 2020	**119.69**	**297.20**	**69.43**	**8.86**	**-**	**495.18**
Adjustment on account of business combination (Refer note 52A)	26.69	-	102.57	-	106.59	235.85
Additions	1.94	373.10	592.78	5.90	519.20	1,492.92
Interest Expense (included in finance costs)	9.60	29.86	32.40	0.73	42.27	114.86
Lease Payments	(37.61)	(121.92)	(174.12)	(4.61)	(293.84)	(632.10)
Reversal	(0.19)	(162.68)	(24.82)	(0.60)	(21.90)	(210.19)
Liability as at 31 March 2021	**120.12**	**415.56**	**598.24**	**10.28**	**352.32**	**1,496.52**

* Including Furniture

The Undiscounted lease liabilities of continuing operations by maturity are as follows:

Particulars	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
Less than one year	731.19	195.02	176.22
Between one and five years	961.57	358.09	461.98
After five years	421.62	26.52	50.03

The following table provides additional disclosures related to right-of-use assets and lease liabilities:

	Note Ref	2020-21	2019-20	2018-19
Expense relating to short-term leases (included in other expenses)	36	195.88	232.27	234.13

41. Transition Disclosure

Ministry of Corporate Affairs ("MCA") through Companies (Indian Accounting Standards) Amendment Rules, 2019 and Companies (Indian Accounting Standards) Second Amendment Rules, has notified Ind AS 116 Leases which replaces the existing lease standard, Ind AS 17 leases, and other interpretations. Ind AS 116 sets out the principles for the recognition, measurement, presentation and disclosure of leases for both lessees and lessors. It introduces a single, on-balance sheet lease accounting model for lessees

Lessor accounting under Ind AS116 is substantially unchanged as compare to Ind AS 17. Lessors will continue to classify leases as either operating or finance leases using similar principles as in Ind AS 17. Therefore, Ind AS 116 did not have an impact for leases where the Group is the lessor.

In the Audited Consolidated Ind AS financial statements for year-ended 31 March 2020, the Group had applied Ind AS 116 "Leases" using the modified retrospective approach and therefore comparative information for previous year was not restated.
As required under the ICDR Regulations, the Restated Consolidated Ind AS Summary Statements (including for the stub period if applicable) should be restated to ensure consistency of presentation, disclosures and the accounting policies for all the periods presented in line with that of the latest financial year/stub period presented. Accordingly, the comparative figures for each of the years presented in these Restated Consolidated Ind AS Summary statements have been adjusted in accordance with the policy mentioned in Significant accounting policies and explanatory notes to Restated Consolidated Ind AS Summary Statements.
As explained in detail in Note B. I of Annexure V, the Group has considered these adjustments effective from 1 April 2017 to keep the figures for the year ended 31 March 2019 consistent to those presented in Restated Consolidated Ind AS Summary Statements included in DRHP.
The Group elected to use the transition practical expedient allowing the standard to be applied only to contracts that were previously identified as leases applying Ind AS 17 at the date of initial application (1 April 2017). The Group also elected to use the recognition exemptions for lease contracts that, at the commencement date, have a lease term of 12 months or less and do not contain a purchase option ('short-term leases'), and lease contracts for which the underlying asset is of low value ('low-value assets')

Nature of the effect of adoption of Ind AS 116

The Group has lease contracts for various items of plant and machinery, vehicles, land and office premises. Before the adoption of Ind AS116, the Group classified each of its leases (as lessee) at the inception date as either a finance lease or an operating lease. A lease was classified as a finance lease if it transferred substantially all of the risks and rewards incidental to ownership of the leased asset to the Group; otherwise it was classified as an operating lease. Finance leases were capitalised at the commencement of the lease at the inception date at fair value of the leased property or, if lower, at the present value of the minimum lease payments. Lease payments were apportioned between interest (recognised as finance costs) and reduction of the lease liability. In an operating lease, the leased property was not capitalised and the lease payments were recognised as rent expense in profit or loss on a straight-line basis over the lease term. Any prepaid rent and accrued rent were recognised under other current assets and trade payables respectively.

Upon adoption of Ind AS116, the Group applied a single recognition and measurement approach for all leases, except for short-term leases and leases of low-value assets. The standard provides specific transition requirements and practical expedients, which has been applied by the Group

Leases previously classified as finance leases
The Group did not change the initial carrying amounts of recognised assets and liabilities at the date of initial application for leases previously classified as finance leases (i.e., the right-of-use assets and lease liabilities equal the lease assets and liabilities recognised Ind AS 17). The requirements of Ind AS 116 was applied to these leases from 1 April 2017.

Leases previously accounted for as operating leases
The Group recognised right-of-use assets and lease liabilities for those leases previously classified as operating leases, except for short-term leases and leases of low-value assets. The right-of-use assets were recognised based on the amount equal to the lease liabilities, adjusted for any related prepaid and accrued lease payments previously recognised. Lease liabilities were recognised based on the present value of the remaining lease payments, discounted using the incremental borrowing rate at the date of initial application (1 April 2017).

The Group also applied the available practical expedients wherein it:
a) Used a single discount rate to a portfolio of leases with reasonably similar characteristics
b) Applied the short-term leases exemptions to leases with lease term that ends within 12 months at the date of initial application
c) Excluded the initial direct costs from the measurement of the right-of-use asset at the date of initial application
d) Used hindsight in determining the lease term where the contract contains options to extend or terminate the lease

The impact of applying Ind AS 116 retrospectively from 1 April 2017 and carrying forward these adjustments to 31 March 2018 is given below:
- Right of use (ROU) asset recognised on 31 March 2018 (being of earliest comparative period) is Rs 1,299.51 million (including including reclassification of leasehold land of Rs 696.89 million)
- Lease liability recognised on 31 March 2018 is Rs 521.24 million
- Other expenses are lower by Rs 148.02 million in FY 18-19
- Depreciation and amortisation expenses are higher by Rs. 127.93 million in FY 18-19
- Finance costs are higher by Rs. 47.65 million in FY 18-19

Based on the foregoing, as at 1 April 2017:
a) Right-of -use assets of Rs. 1,222.84 million were recognised and presented separately in the Balance Sheet. This includes the lease assets recognised previously under finance leases of Rs 696.89 million that were reclassified from Property, plant and equipment.
b) Lease liabilities of Rs. 525.95 million were recognised and presented separately in the Balance Sheet.

The lease liabilities as at 1 April 2017 can be reconciled to the operating lease commitments as of 31 March 2017 as follows:

Particulars	Amounts
Operating lease commitment as on March 31, 2017 *	**278.99**
Recognition exemption for short-term leases	(184.82)
Payments in optional extension periods not recognised as at 31 Mach 2017	598.26
Undiscounted future lease payments as of April 01, 2017	**692.43**
Effect of discounting	(166.48)
**Lease liabilities recognised as of April 01, 2017 ** **	**525.95**

* As reported under financial statement FY 2017-18 note 41

** The discount rate applied to lease liabilities as at April 01, 2017 is 8.60%.

42. Employee benefit

The Group contributes to the following post-employment defined benefit plans in India.

(i) Defined Contribution Plans:
The Group makes contributions towards provident fund, superannuation fund and other retirement benefits to a defined contribution retirement benefit plan for qualifying employees. Under the plan, the Group is required to contribute a specified percentage of payroll cost to the retirement benefit plan to fund the benefits.

The Group recognised Rs 165.36 million (31 March 2020 Rs. 147.34 million, 31 March 2019 Rs. 123.94 million) for superannuation contribution in the statement of Profit and Loss. The Group recognised Rs 158.58 million (31 March 2020 Rs. 118.01 million, 31 March 2019 Rs. 107.10 million) for provident fund contributions in the Statement of Profit and Loss.

The contributions payable to these plans by the Group are at rates specified in the rules of the schemes.

(ii) Defined Benefit Plan:
A. The Comany makes annual contributions to the Group Gratuity cum Life Assurance Schemes administered by HDFC Life, a funded defined benefit plan for qualifying employees. The scheme provides for payment as under:

i) On normal retirement / early retirement / withdrawal / resignation:
As per the provisions of the Payment of Gratuity Act, 1972 with vesting period of 5 years of service.
ii) On death in service:
As per the provisions of the Payment of Gratuity Act, 1972 without any vesting period.

The most recent actuarial valuation of plan assets and the present value of the defined benefit obligation for gratuity were carried out as at 31 March 2021. The present value of the defined benefit obligations and the related current service cost and past service cost, were measured using the Projected Unit Credit Method.

Based on the actuarial valuation obtained in this respect, the following table sets out the status of the gratuity plan and the amounts recognised in the Group's financial statement as at balance sheet date:

	31 March 2021	31 March 2020	31 March 2019	31 March 2021	31 March 2020	31 March 2019
	Gratuity			Death Benefit		
Defined benefit obligation	(876.18)	(722.87)	(658.98)	(38.42)	(38.71)	(39.26)
Fair value of plan assets	783.84	654.44	636.68	-	-	-
Net defined benefit (obligation)/assets	(92.34)	(68.43)	(22.30)	(38.42)	(38.71)	(39.26)
Non-current	**(86.08)**	**(68.43)**	**(22.30)**	**(32.27)**	**(33.27)**	**(34.07)**
Funded	(6.81)	(68.43)	(22.30)	-	-	-
Unfunded	(79.27)	-	-	(32.27)	(33.27)	(34.07)
Current	**(6.26)**	**-**	**-**	**(6.15)**	**(5.44)**	**(5.19)**
Unfunded	(6.26)	-	-	(6.15)	(5.44)	(5.19)

B. Movement in net defined benefit (asset) / liability

The following table shows a reconciliation from the opening balances to the closing balances for net defined benefit liability/(asset) and its components.

	31 March 2021	31 March 2020	31 March 2019	31 March 2021	31 March 2020	31 March 2019
	Gratuity			Death Benefit		
Defined benefit obligation						
Opening balance	722.87	658.98	645.63	38.71	39.26	39.66
Adjustment due to Business Combination	61.41	26.79	(35.74)	-	-	-
Included in statement of profit and loss						
Current service cost	76.87	44.76	40.28	0.68	0.72	0.85
Past service cost	2.38	0.69	-	-	2.16	-
Interest cost	50.35	44.44	43.61	2.43	2.66	2.80
	129.60	89.89	83.89	3.11	5.54	3.65

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(All amounts are in Rs millions, unless otherwise stated)

42. Employee benefit

Included in OCI						
Actuarial loss / (gain) - experience adjustments	11.88	17.81	11.43	0.92	(2.03)	(0.16)
Actuarial loss / (gain) - financial assumptions	20.41	2.37	13.66	0.69	0.50	0.62
	32.29	20.18	25.09	1.61	(1.53)	0.46
Other						
Benefits paid	(69.99)	(72.97)	(59.89)	(5.01)	(4.56)	(4.51)
Closing balance (a)	876.18	722.87	658.98	38.42	38.71	39.26
Fair value of plan asset						
Opening balance	654.44	636.68	590.20	-	-	-
Interest income	44.05	45.84	44.85	-	-	-
	698.49	682.52	635.05	-	-	-
Included in OCI						
Actuarial gain /(loss)	79.21	(28.08)	1.63	-	-	-
	777.70	654.44	636.68	-	-	-
Other						
Contributions paid by the employer	14.26	72.97	59.89	-	-	-
Benefits paid	(8.12)	(72.97)	(59.89)	-	-	-
Closing balance (b)	783.84	654.44	636.68	-	-	-
Represented by						
Net defined benefit asset (b-a)	-	-	-	-	-	-
Net defined benefit liability (a-b)	92.34	68.43	22.30	38.42	38.71	39.26

C. Plan assets

Plan assets comprises the following :

	31 March 2021	31 March 2020	31 March 2019
		Gratuity	
Investment in scheme of insurance	100%	100%	100%

D. Defined benefit obligations

i. Actuarial assumptions

The following were the principal actuarial assumptions at the reporting date (expressed as weighted averages).

	31 March 2021	31 March 2020	31 March 2019
Discount rate	6.20% - 6.60%	6.70%	7.20%
Expected rate of return on plan assets	8.00%	8.00%	8.00%
Salary escalation	7.50%- 9.00%	7.50%	8.00%
Mortality pre and post retirement	Indian Assured Lives Mortality (2006-08) (modified) Ult	Indian Assured Lives Mortality (2006-08) (modified) Ult	Indian Assured Lives Mortality (2006-08) (modified) Ult
Employee turnover rate (for different age groups)	5%-10%	5%-10%	5%-10%

The estimate of future salary increase, considered in actuarial valuation takes into consideration inflation, seniority, promotion and other relevant factors such as supply and demand in the employment market.

The overall expected rate of return on assets is determined based on the market prices prevailing on that date, applicable to the period over which the obligation is to be settled.

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(All amounts are in Rs millions, unless otherwise stated)

42. Employee benefit

E. Sensitivity analysis

Reasonably possible changes at the reporting date to one of the relevant actuarial assumptions, holding other assumptions constant, would have affected the defined benefit obligation by the amounts shown below.

	31 March 2021				31 March 2020				31 March 2019			
Particulars	Increase	Decrease	Increase	Decrease	Increase	Decrease	Increase	Decrease	Increase	Decrease	Increase	Decrease
	Gratuity		**Death Benefit**		**Gratuity**		**Death Benefit**		**Gratuity**		**Death Benefit**	
Discount rate (1% movement)	(113.65)	133.05	(1.40)	1.40	(37.22)	41.35	(1.49)	1.59	(33.15)	36.69	(1.53)	1.63
Future salary growth (1% movement)	126.12	(109.04)	0.50	(0.40)	35.60	(33.51)	0.53	(0.51)	30.96	(29.49)	0.58	(0.55)
Employee turnover rate (1% movement)	(2.48)	2.67	(0.54)	0.56	(1.36)	1.43	(0.58)	0.60	0.78	(0.76)	(0.63)	0.66
Mortality pre-retirement	-	-	1.50	(1.40)	-	-	1.69	(1.61)	-	-	1.68	(1.77)

F. Maturity profile of defined benefit obligation

	31 March 2021	31 March 2020	31 March 2019
Within the next 12 months	102.29	91.35	73.09
Between 1 and 5 years	497.99	407.41	370.10
Between 5 and 10 years	717.86	540.73	479.27

Although the analysis does not take account of the full distribution of cash flows expected under the plan, it does provide an approximation of the sensitivity of the assumptions shown.

G. Other information

	31 March 2021	31 March 2020	31 March 2019
Expected employer contribution for the next annual reporting period	92.34	68.43	22.30
Weighted average duration of defined benefit obligation	4 - 10 years	6 years	6 years

43. Related party relationships, transactions and balances

Related parties and nature of relationship

(i) Holding Company

Niyogi Enterprise Private Limited (w.e.f. 30 April 2019)

Nirma Limited (Ceased to be holding company w.e.f. 30 April 2019)

(ii) Subsidiary Company

Nu Vista Limited (w.e.f. 14 July 2020)

(iii) Joint Venture Company

Wardha Vaalley Coal Field Private Limited

(iv) Key Management Personnel

Managing Director & Chief Executive Officer - Mr. Ujjwal Batria (Ceased to be MD & CEO w.e.f. 19 June 2018)
Managing Director - Mr. Jayakumar Krishnaswamy (Appointed w.e.f. 17 September 2018)
Director - Mr. Hiren Patel (Appointed w.e.f. 11 November 2017)
Director - Mr. Kaushik Patel (Appointed w.e.f. 9 November 2017)
Director - Sharad Jaynarayan Shrimali (Ceased to be director w.e.f. 4 September 2017)
Director - Mr. Suketu Nareshkumar Shah (resigned w.e.f. 7 April 2021)
Independent Director - Mr. Berjis Minoo Desai
Independent Director - Mrs. Bhavna Doshi
Chief Financial Officer - Maneesh Agrawal (w.e.f. 10 October 2017)
Company Secretary - Shruta Sanghavi (w.e.f. 12 December 2018)
Company Secretary - Ajay Singh (Ceased to be Company Secretary w.e.f. 28 December 2018)

(v) Ralatives of Key Management Personnel

Mrs. Toralben Kaushikbhai Patel (Spouse of Mr. Kaushikbhai Patel)

(vi) Entities over which Promoters exercise control

Nirma Credit and Capital Pvt. Ltd.
Nirma Chemical Works Pvt. Ltd.
Navin Overseas FZC, UAE
Aculife Healthcare Pvt. Ltd.
Nirma Limited (w.e.f. 1 May 2019)
Constera Realty Pvt. Ltd.

(vii) Entities over which Promoters has significant influence

Nirma University

Nirma Education and Research Foundation

Nuvoco Vistas Corporation Limited

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(All amounts are in Rs millions, unless otherwise stated)

43. Related party relationships, transactions and balances

Particulars	As at and for the year ended 31 March 2021						As at and for the year ended 31 March 2020						As at and for the year ended 31 March 2019				
	Holding Company	Entities over which Promoters exercise control	KMP and relatives of KMP	Entities over which Promoters has significant influence	Joint Venture Company	Total	Holding Company	Entities over which Promoters exercise control	Entities over which Promoters has significant influence	KMP and relatives of KMP	Joint Venture Company	Total	Holding Company	Entities over which Promoters exercise control	Entities over which Promoters has significant influence	Joint Venture Company	Total
Details of Related Party Transactions carried out during the year post elimination of intra group transaction																	
Purchases	-	1.27	-	-	-	1.27	0.12	15.02	-	-	-	15.14	-	-	-	-	-
Nirma Limited	-	1.27	-	-	-	1.27	0.12	15.02	-	-	-	15.14	-	-	-	-	-
Sales	-	47.19	0.67	8.35	-	56.21	-	64.88	-	0.19	-	65.07	-	0.02	4.59	-	4.61
Nirma Limited	-	27.33	-	-	-	27.33	-	54.18	-	-	-	54.18	-	-	-	-	-
Constera Realty Pvt. Ltd.	-	19.86	-	-	-	19.86	-	10.70	-	-	-	10.70	-	-	-	-	-
Nirma University	-	-	-	8.35	-	8.35	-	-	-	-	-	-	-	-	4.59	-	4.59
Aculife Healthcare Pvt. Ltd.	-	-	-	-	-	-	-	-	-	-	-	-	-	0.02	-	-	0.02
Mr. Hiren Patel	-	-	0.67	-	-	0.67	-	-	-	0.19	-	0.19	-	-	-	-	-
Finance Cost	8.77	105.19	1.02	-	-	114.98	25.67	297.96	-	1.02	-	324.65	331.51	-	-	-	331.51
Nirma Limited	-	105.19	-	-	-	105.19	25.67	297.96	-	-	-	323.63	331.51	-	-	-	331.51
Niyogi Enterprise Private Limited	8.77	-	-	-	-	8.77	-	-	-	-	-	-	-	-	-	-	-
*Mr. Kaushikbhai Patel**	-	-	1.02	-	-	1.02	-	-	-	1.02	-	1.02	-	-	-	-	-
*Mrs. Toralben Kaushikbhai Patel**	-	-	-	-	-	-	-	-	-		-	-	-	-	-	-	-
Interest Income	-	-	-	-	2.00	2.00	-	-	-	-	1.95	1.95	-	-	-	1.85	1.85
Wardha Vaalley Coal Field Private Limited	-	-	-	-	2.00	2.00	-	-	-	-	1.95	1.95	-	-	-	1.85	1.85
Training & Development	-	-	-	-	-	-	-	-	1.38	-	-	1.38	-	-	-	-	-
Nirma University	-	-	-	-	-	-	-	-	1.38	-	-	1.38	-	-	-	-	-
Sales promotion	-	-	-	-	-	-	-	-	0.28	-	-	0.28	-	-	-	-	-
Nirma University	-	-	-	-	-	-	-	-	0.28	-	-	0.28	-	-	-	-	-
Issue of Equity Shares	16,000.00	-	-	-	-	16,000.00	-	-	-	423.62	-	423.62	-	-	-	-	-
Niyogi Enterprise Private Limited	16,000.00	-	-	-	-	16,000.00	-	-	-	-	-	-	-	-	-	-	-
Shareholders of Nirma Limited on account of business combination (Refer note 52B)	-	-	-	-	-	-	-	-	-	423.62	-	423.62	-	-	-	-	-
Advances against properties	-	157.81	-	-	-	157.81	-	16.95	-	-	-	16.95	-	-	-	-	-
Constera Realty Pvt. Ltd.	-	157.81	-	-	-	157.81	-	16.95	-	-	-	16.95	-	-	-	-	-
Loan taken	8,000.00	1,600.00	-	-	-	9,600.00	-	2,300.00	-	-	-	2,300.00	440.88	-	-	-	440.88
Niyogi Enterprise Private Limited (Refer Note 3 below)	8,000.00	-	-	-	-	8,000.00	-	-	-	-	-	-	-	-	-	-	-
Nirma Limited (Refer Note 4 below)	-	1,600.00	-	-	-	1,600.00	-	2,300.00	-	-	-	2,300.00	440.88	-	-	-	440.88
Loans given	-	-	-	-	0.41	0.41	-	-	-	-	0.61	0.61	-	-	-	-	-
Wardha Vaalley Coal Field Private Limited	-	-	-	-	0.41	0.41	-	-	-	-	0.61	0.61	-	-	-	-	-
Loans Repaid	8,000.00	8,213.09	-	-	-	16,213.09	-	-	-	-	-	-	-	-	-	-	-
Nirma Limited	-	8,213.09	-	-	-	8,213.09	-	-	-	-	-	-	-	-	-	-	-
Niyogi Enterprise Private Limited	8,000.00	-	-	-	-	8,000.00	-	-	-	-	-	-	-	-	-	-	-
Corporate guarantee received	-	-	-	-	-	-	28,500.00	-	-	-	-	28,500.00	-	-	-	-	-
Nirma Limited	-	-	-	-	-	-	28,500.00	-	-	-	-	28,500.00	-	-	-	-	-
CSR Contribution	-	-	-	20.00	-	20.00	-	-	-	-	-	-	-	-	-	-	-
Nirma Education and Research Foundation	-	-	-	20.00	-	20.00	-	-	-	-	-	-	-	-	-	-	-
Corporate guarantee release	-	16,000.00	-	-	-	16,000.00	-	12,500.00	-	-	-	12,500.00	-	-	-	-	-
Nirma Limited	-	16,000.00	-	-	-	16,000.00	-	12,500.00	-	-	-	12,500.00	-	-	-	-	-
Conversion of CCD	-	-	-	-	-	-	-	-	-	-	-	-	10,000.00	-	-	-	10,000.00
Nirma Limited	-	-	-	-	-	-	-	-	-	-	-	-	10,000.00	-	-	-	10,000.00

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(All amounts are in Rs millions, unless otherwise stated)

43. Related party relationships, transactions and balances

Particulars	As at and for the year ended 31 March 2021						As at and for the year ended 31 March 2020						As at and for the year ended 31 March 2019				
	Holding Company	Entities over which Promoters exercise control	KMP and relatives of KMP	Entities over which Promoters has significant influence	Joint Venture Company	Total	Holding Company	Entities over which Promoters exercise control	Entities over which Promoters has significant influence	KMP and relatives of KMP	Joint Venture Company	Total	Holding Company	Entities over which Promoters exercise control	Entities over which Promoters has significant influence	Joint Venture Company	Total
Details of Related Party balances post elimination of intra group balances																	
Interest Payable and outstanding	-	-	-	-	-	-	-	874.31	-	-	-	874.31	583.42	-	-	-	583.42
Nirma Limited	-	-	-	-	-	-	-	*874.31*	-	-	-	*874.31*	*583.42*	-	-	-	*583.42*
Outstanding Inter Corporate Deposits	-	-	-	-	-	-	-	5,738.78	-	-	-	5,738.78	3,438.68	-	-	-	3,438.68
Nirma Limited	-	-	-	-	-	-	-	*5,738.78*	-	-	-	*5,738.78*	*3,438.68*	-	-	-	*3,438.68*
Outstanding amount Receivable/(Payable)	-	9.40	(20.83)	0.85	-	(10.58)	-	665.78	-	(70.98)	-	594.80	187.75	-	0.12	-	187.87
Constera Realty Pvt. Ltd.	-	*2.90*	-	-	-	2.90	-	*2.40*	-	-	-	*2.40*	-	-	-	-	-
Nirma Limited	-	*6.50*	-	-	-	6.50	-	*663.38*	-	-	-	*663.38*	*187.75*	-	-	-	*187.75*
Mr. Hiren Patel	-	-	*(18.46)*	-	-	(18.46)	-	-	-	*(70.98)*	-	*(70.98)*	-	-	-	-	-
Mr. Kaushikbhai Patel	-	-	*(0.79)*	-	-	(0.79)	-	-	-	-	-	-	-	-	-	-	-
Mr. Berjis Minoo Desai	-	-	*(0.79)*	-	-	(0.79)	-	-	-	-	-	-	-	-	-	-	-
Mrs. Bhavna Doshi	-	-	*(0.79)*	-	-	(0.79)	-	-	-	-	-	-	-	-	-	-	-
Nirma Education and Research Foundation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	*0.12*	-	*0.12*
Nirma University	-	-	-	*0.85*	-	0.85	-	-	-	-	-	-	-	-	-	-	-
Loans and Advances	-	-	-	-	22.29	22.29	-	16.95	-	-	20.02	36.97	-	-	-	17.65	17.65
Wardha Vaalley Coal Field Private Limited	-	-	-	-	*22.29*	22.29	-	-	-	-	*20.02*	*20.02*	-	-	-	*17.65*	*17.65*
Constera Realty Pvt. Ltd.	-	-	-	-	-		-	*16.95*	-	-	-	*16.95*	-	-	-	-	-
Corporate guarantee	-	-	-	-	-	-	-	*16,000.00*	-	-	-	*16,000.00*	-	-	-	-	-
Nirma Limited	-	-	-	-	-	-	-	*16,000.00*	-	-	-	*16,000.00*	-	-	-	-	-
Provision against the receivables	-	-	-	-	22.29	22.29	-	-	-	-	20.02	20.02	-	-	-	17.65	17.65
Wardha Vaalley Coal Field Private Limited	-	-	-	-	*22.29*	22.29	-	-	-	-	*20.02*	*20.02*	-	-	-	*17.65*	*17.65*

*Finance costs on Non-convertible debentures held by Mr. Kaushikbhai Patel has been disclosed on payment basis. Hence, interest accrued from July 07, 2020 to March 31, 2021 amounting to Rs. 2.84 million is not disclosed above in finance cost for the year ended March 31, 2021 and balances outstanding as on March 31, 2021. Similarly, interest accrued in Non-convertible debentures held by Mrs. Toralben Kaushikbhai Patel (close family member of KMP) from July 07, 2020 to March 31, 2021 amounting to Rs. 1.94 millions has not been disclosed above under Related party transactions and balances for the year ended March 31, 2021.

Note:

1. All transactions listed above are at arms length price and all the outstanding balances are unsecured.
2. Key Managerial Compensation breakup is as follow:

Compensation paid to Key Management Personal	2010-21	2019-20	2018-19
- Short term	81.43	70.92	114.31
- Post retirement	6.38	6.01	7.28
- Sitting Fees & Commission	24.10	82.69	3.15
Total	**111.91**	**159.62**	**124.74**
Professional services availed from relative of Key Management Personnel	1.80	1.80	1.80

3. Unsecured loan from Niyogi Enterprise Private Limited is repayable within maximum period of 60 days or later date as mutually agreed in writing at interest rate of 8% p.a.
4. Unsecured loan from Nirma Limited is repayable on a date falling after repayment of 40,000 redeemable listed secured non-convertible debentures having been repaid in full and carries interest rate of 8% p.a. compounded annually.

Nuvoco Vistas Corporation Limited

Annexure VII Notes to Restated Consolidated Ind AS Summary Statements

(All amounts are in Rs millions, unless otherwise stated)

43. Related party relationships, transactions and balances

Particulars	As at and for the year ended 31 March 2021							As at and for the year ended 31 March 2020						As at and for the year ended 31 March 2019				
	Holding Company	Subsidiary Company	Entities over which Promoters exercise control	KMP and relatives of KMP	Entities over which Promoters has significant influence	Joint Venture Company	Total	Holding Company	Entities over which Promoters exercise control	Entities over which Promoters has significant influence	KMP and relatives of KMP	Joint Venture Company	Total	Holding Company	Entities over which Promoters exercise control	Entities over which Promoters has significant influence	Joint Venture Company	Total
Details of Related Party Transactions carried out during the year prior to elimination of intra group transaction																		
Purchases	-	1,296.29	1.27	-	-	-	1,297.56	383.85	241.98	-	-	-	625.83	1,554.60	-	-	-	1,554.60
Nu Vista Limited (Refer Note 2 below)	-	1,296.29	-	-	-	-	1,296.29	-	-	-	-	-	-	-	-	-	-	-
Nirma Limited	-	-	1.27	-	-	-	1.27	0.12	15.02	-	-	-	15.14	-	-	-	-	-
Nimbol Unit of Nirma Limited	-	-	-	-	-	-	-	383.73	226.96	-	-	-	610.69	1,554.60	-	-	-	1,554.60
Sales	-	672.38	47.19	0.67	8.35	-	728.59	-	64.88	-	0.19	-	65.07	28.80	0.02	4.59	-	33.41
Nu Vista Limited (Refer Note 2 below)	-	672.38	-	-	-	-	672.38	-	-	-	-	-	-	-	-	-	-	-
Nirma Limited	-	-	27.33	-	-	-	27.33	-	54.18	-	-	-	54.18	-	-	-	-	-
Nimbol Unit of Nirma Limited	-	-	-	-	-	-	-	-	-	-	-	-	-	28.80	-	-	-	28.80
Constera Realty Pvt. Ltd.	-	-	19.86	-	-	-	19.86	-	10.70	-	-	-	10.70	-	-	-	-	-
Nirma University	-	-	-	-	8.35	-	8.35	-	-	-	-	-	-	-	-	4.59	-	4.59
Aculife Healthcare Pvt. Ltd.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.02	-	-	0.02
Mr. Hiren Patel	-	-	-	0.67	-	-	0.67	-	-	-	0.19	-	0.19	-	-	-	-	-
Finance Cost	8.77	-	105.19	1.02	-	-	114.98	25.67	297.96	-	1.02	-	324.65	331.51	-	-	-	331.51
Nirma Limited	-	-	105.19	-	-	-	105.19	25.67	297.96	-	-	-	323.63	331.51	-	-	-	331.51
Niyogi Enterprise Private Limited	8.77	-	-	-	-	-	8.77	-	-	-	-	-	-	-	-	-	-	-
*Mr. Kaushikbhai Patel**	-	-	-	1.02	-	-	1.02	-	-	-	1.02	-	1.02	-	-	-	-	-
*Mrs. Toralben Kaushikbhai Patel**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest Income	-	537.59	-	-	-	2.00	539.59	-	-	-	-	1.95	1.95	-	-	-	1.85	1.85
Nu Vista Limited	-	537.59	-	-	-	-	537.59	-	-	-	-	-	-	-	-	-	-	-
Wardha Vaalley Coal Field Private Limited	-	-	-	-	-	2.00	2.00	-	-	-	-	1.95	1.95	-	-	-	1.85	1.85
Training & Development	-	-	-	-	-	-	-	-	-	1.38	-	-	1.38	-	-	-	-	-
Nirma University	-	-	-	-	-	-	-	-	-	1.38	-	-	1.38	-	-	-	-	-
Sales promotion	-	-	-	-	-	-	-	-	-	0.28	-	-	0.28	-	-	-	-	-
Nirma University	-	-	-	-	-	-	-	-	-	0.28	-	-	0.28	-	-	-	-	-
Issue of Equity Shares	16,000.00	-	-	-	-	-	16,000.00	-	-	-	423.62	-	423.62	-	-	-	-	-
Niyogi Enterprise Private Limited	16,000.00	-	-	-	-	-	16,000.00	-	-	-	-	-	-	-	-	-	-	-
Shareholders of Nirma Limited on account of business combination (Refer note 52B)	-	-	-	-	-	-	-	-	-	-	423.62	-	423.62	-	-	-	-	-
Advances against properties	-	-	157.81	-	-	-	157.81	-	16.95	-	-	-	16.95	-	-	-	-	-
Constera Realty Pvt. Ltd.	-	-	157.81	-	-	-	157.81	-	16.95	-	-	-	16.95	-	-	-	-	-
Loan taken	8,000.00	-	1,600.00	-	-	-	9,600.00	-	2,300.00	-	-	-	2,300.00	440.88	-	-	-	440.88
Niyogi Enterprise Private Limited (Refer Note 4 below)	8,000.00	-	-	-	-	-	8,000.00	-	-	-	-	-	-	-	-	-	-	-
Nirma Limited (Refer Note 5 below)	-		1,600.00	-	-	-	1,600.00	-	2,300.00	-	-	-	2,300.00	440.88	-	-	-	440.88
Investment	-	22,712.32	-	-	-	-	22,712.32	-	-	-	-	-	-	-	-	-	-	-
Nu Vista Limited	-	22,712.32	-	-	-	-	22,712.32	-	-	-	-	-	-	-	-	-	-	-
Loans given	-	9,500.09	-	-	-	0.41	9,500.50	-	-	-	-	0.61	0.61	-	-	-	-	-
Nu Vista Limited (Refer Note 3 below)	-	9,500.09	-	-	-	-	9,500.09	-	-	-	-	-	-	-	-	-	-	-
Wardha Vaalley Coal Field Private Limited	-	-	-	-	-	0.41	0.41	-	-	-	-	0.61	0.61	-	-	-	-	-
Loans Repaid	8,000.00	-	8,213.09	-	-	-	16,213.09	-	-	-	-	-	-	-	-	-	-	-
Nirma Limited	-	-	8,213.09	-	-	-	8,213.09	-	-	-	-	-	-	-	-	-	-	-
Niyogi Enterprise Private Limited	8,000.00	-	-	-	-	-	8,000.00	-	-	-	-	-	-	-	-	-	-	-
Rent and Manpower Expense	-	3.74	-	-	-	-	3.74	-	-	-	-	-	-	-	-	-	-	-
Nu Vista Limited	-	3.74	-	-	-	-	3.74	-	-	-	-	-	-	-	-	-	-	-
Nimbol Unit of Nirma Limited	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Rent and Manpower shared Income	-	15.31	-	-	-	-	15.31	-	-	-	-	-	-	-	-	-	-	-
Nu Vista Limited	-	15.31	-	-	-	-	15.31	-	-	-	-	-	-	-	-	-	-	-
IT Expense reimbursement	-	2.83	-	-	-	-	2.83	-	-	-	-	-	-	-	-	-	-	-
Nu Vista Limited	-	2.83	-	-	-	-	2.83	-	-	-	-	-	-	-	-	-	-	-
Fees for usage of railway sidings	-	7.25	-	-	-	-	7.25	-	-	-	-	-	-	-	-	-	-	-
Nu Vista Limited	-	7.25	-	-	-	-	7.25	-	-	-	-	-	-	-	-	-	-	-

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(All amounts are in Rs millions, unless otherwise stated)

43. Related party relationships, transactions and balances

Particulars	As at and for the year ended 31 March 2021							As at and for the year ended 31 March 2020						As at and for the year ended 31 March 2019				
	Holding Company	Subsidiary Company	Entities over which Promoters exercise control	KMP and relatives of KMP	Entities over which Promoters has significant influence	Joint Venture Company	Total	Holding Company	Entities over which Promoters exercise control	Entities over which Promoters has significant influence	KMP and relatives of KMP	Joint Venture Company	Total	Holding Company	Entities over which Promoters exercise control	Entities over which Promoters has significant influence	Joint Venture Company	Total
Corporate guarantee received	-	-	-	-	-	-	-	28,500.00	-	-	-	-	28,500.00	-	-	-	-	-
Nirma Limited	-	-	-	-	-	-	-	28,500.00	-	-	-	-	28,500.00	-	-	-	-	-
CSR Contribution	-	-	-	-	20.00	-	20.00	-	-	-	-	-	-	-	-	-	-	-
Nirma Education and Research Foundation	-	-	-	-	20.00	-	20.00	-	-	-	-	-	-	-	-	-	-	-
Corporate guarantee release	-	-	16,000.00	-	-	-	16,000.00	-	12,500.00	-	-	-	12,500.00	-	-	-	-	-
Nirma Limited	-	-	16,000.00	-	-	-	16,000.00	-	12,500.00	-	-	-	12,500.00	-	-	-	-	-
Conversion of CCD	-	-	-	-	-	-	-	-	-	-	-	-	-	10,000.00	-	-	-	10,000.00
Nirma Limited	-	-	-	-	-	-	-	-	-	-	-	-	-	10,000.00	-	-	-	10,000.00
Details of Related Party balances prior to elimination of intra group balances																		
Interest Payable and outstanding								-	874.31	-	-	-	874.31	583.42	-	-	-	583.42
Nirma Limited	-	-	-	-	-	-	-	-	874.31	-	-	-	874.31	583.42	-	-	-	583.42
Outstanding Inter Corporate Deposits								-	5,738.78	-	-	-	5,738.78	3,438.68	-	-	-	3,438.68
Nirma Limited	-	-	-	-	-	-	-	-	5,738.78	-	-	-	5,738.78	3,438.68	-	-	-	3,438.68
Outstanding amount Receivable/(Payable)	-	104.84	9.40	(20.83)	0.85	-	94.26	-	665.78	-	(70.98)	-	594.80	(104.43)	-	0.12	-	(104.31)
Nu Vista Limited	-	223.93	-	-	-	-	223.93	-	-	-	-	-	-	-	-	-	-	-
Nu Vista Limited	-	(119.09)	-	-	-	-	(119.09)	-	-	-	-	-	-	-	-	-	-	-
Nirma Limited	-	-	6.50	-	-	-	6.50	-	663.38	-	-	-	663.38	(104.43)	-	-	-	(104.43)
Constera Realty Pvt. Ltd.	-	-	2.90	-	-	-	2.90	-	2.40	-	-	-	2.40	-	-	-	-	-
Mr. Hiren Patel	-	-	-	(18.46)	-	-	(18.46)	-	-	-	(70.98)	-	(70.98)	-	-	-	-	-
Mr. Kaushikbhai Patel	-	-	-	(0.79)	-	-	(0.79)	-	-	-	-	-	-	-	-	-	-	-
Mr. Berjis Minoo Desai	-	-	-	(0.79)	-	-	(0.79)	-	-	-	-	-	-	-	-	-	-	-
Mrs. Bhavna Doshi	-	-	-	(0.79)	-	-	(0.79)	-	-	-	-	-	-	-	-	-	-	-
Nirma Education and Research Foundation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.12	-	0.12
Nirma University	-	-	-	-	0.85	-	0.85	-	-	-	-	-	-	-	-	-	-	-
Loans and Advances	-	9,997.39	-	-	-	22.29	10,019.68	-	16.95	-	-	20.02	36.97	-	-	-	17.65	17.65
Nu Vista Limited	-	9,997.39	-	-	-	-	9,997.39	-	-	-	-	-	-	-	-	-	-	-
Wardha Vaalley Coal Field Private Limited	-	-	-	-	-	22.29	22.29	-	-	-	-	20.02	20.02	-	-	-	17.65	17.65
Constera Realty Pvt. Ltd.	-	-	-	-	-	-	-	-	16.95	-	-	-	16.95	-	-	-	-	-
Outstanding Compulsorily Convertible Debentures	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Nirma Limited	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Corporate guarantee	-	-	-	-	-	-	-	-	16,000.00	-	-	-	16,000.00	-	-	-	-	-
Nirma Limited	-	-	-	-	-	-	-	-	16,000.00	-	-	-	16,000.00	-	-	-	-	-
Provision against the receivables	-	-	-	-	-	22.29	22.29	-	-	-	-	20.02	20.02	-	-	-	17.65	17.65
Wardha Vaalley Coal Field Private Limited	-	-	-	-	-	22.29	22.29	-	-	-	-	20.02	20.02	-	-	-	17.65	17.65

*Finance costs on Non-convertible debentures held by Mr. Kaushikbhai Patel has been disclosed on payment basis. Hence, interest accrued from July 07, 2020 to March 31, 2021 amounting to Rs. 2.84 million is not disclosed above in finance cost for the year ended March 31, 2021 and balances outstanding as on March 31, 2021. Similarly, interest accrued on Non-convertible debentures held by Mrs. Toralben Kaushikbhai Patel (close family member of KMP) from July 07, 2020 to March 31, 2021 amounting to Rs. 1.94 millions has not been disclosed above under Related party transactions and balances for the year ended March 31, 2021.

Note :

1. The group has received the NCLT order for merger of cement division of Nirma Limited from the appointed date of 1 June 2019. The effective date of the order is 1 February 2020. Based on the accounting requirements of Ind AS 103, Business Combinations, the Group is required to consolidate transaction of Nimbol cement plant w.e.f. 1 April 2017. Transaction with Cement division of Nirma Limited up to appointed date of merger are disclosed above (Refer note 52B)

2. Sale and Purchase with NU Vista Ltd primarily includes sale and purchase of Cement and Clinker.

3. Unsecured loan to NU Vista Ltd is repayable after 10 years or at mutually agreed date, whichever is earlier at 8% p.a. interest rate compunded annually.

4. Unsecured loan from Niyogi Enterprise Private Limited is repayable within maximum period of 60 days or later date as mutually agreed in writing at interest rate of 8% p.a.

5. Unsecured loan from Nirma Limited is repayable on a date falling after repayment of 40,000 redeemable listed secured non-convertible debentures having been repaid in full and carries interest rate of 8% p.a. compounded annually.

44. Revenue

The Group is primarily in the Business of manufacture and sale of cement and cement related products. All sales are made at a point in time and revenue recognised upon satisfaction of the performance obligations which is typically upon dispatch/delivery. The Group has a credit evaluation policy based on which the credit limits for the trade receivables are established. The amounts receivable from customers become due after expiry of credit period. There is no significant financing component in any transaction with the customers. The Group does not provide performance warranty for products, therefore there is no liability towards performance warranty.

In compliance with Ind AS 115, certain sales promotion schemes treated as variable components of consideration and have been recognised as revenue deductions instead of other expenses.

Revenue recognised from Contract liability (Advances from Customers):

Particulars	2020-21	2019-20	2018-19
Closing Contract liability	1,146.55	797.55	581.06

The Contract liability outstanding at the beginning of the period/year has been recognised as revenue during the next period/year.

Reconciliation of revenue as per contract price and as recognised in restated statement of profit and loss:

Particulars	2020-21	2019-20	2018-19
Revenue as per Contract price	82,247.95	74,097.98	74,553.14
Less: Discounts and incentives	(9,173.94)	(7,003.88)	(5,773.08)
Revenue as per restated statement of profit and loss	**73,074.01**	**67,094.10**	**68,780.06**

45. Financial instruments – Fair values and risk management

A. Accounting classification and fair values

The following table shows the carrying amounts and fair values of financial assets and financial liabilities, including their levels in the fair value hierarchy. It does not include fair value information for financial assets and financial liabilities if the carrying amount is a reasonable approximation of fair value.

	Carrying amount				Fair value			
31 March 2021	**FVTPL**	**FVTOCI**	**Amortized Cost**	**Total**	**Level 1**	**Level 2**	**Level 3**	**Total**
Financial assets								
Investments	3,841.75	-	0.50	3,842.25	3,841.75	-	-	3,841.75
Trade receivables	-	-	4,538.91	4,538.91	-	-	-	-
Cash and cash equivalents	-	-	4,931.09	4,931.09	-	-	-	-
Bank balances other than Cash and cash equivalents	-	-	346.55	346.55	-	-	-	-
Loans	-	-	41.67	41.67	-	-	-	-
Others	-	-	9,976.12	9,976.12	-	-	-	-
	3,841.75	**-**	**19,834.84**	**23,676.59**	**3,841.75**	**-**	**-**	**3,841.75**
Financial liabilities								
Borrowings	-	-	76,420.02	76,420.02	-	76,419.70	-	76,419.70
Trade payables	-	-	9,075.61	9,075.61	-	-	-	-
Lease Liability	-	-	1,496.52	1,496.52	-	-	-	-
Others	-	-	9,149.65	9,149.65	-	-	-	-
	-	**-**	**96,141.80**	**96,141.80**	**-**	**76,419.70**	**-**	**76,419.70**

	Carrying amount				Fair value			
31 March 2020	**FVTPL**	**FVTOCI**	**Amortized Cost**	**Total**	**Level 1**	**Level 2**	**Level 3**	**Total**
Financial assets								
Investments	-	-	0.50	0.50	-	-	-	-
Trade receivables	-	-	5,110.38	5,110.38	-	-	-	-
Cash and cash equivalents	-	-	2,538.54	2,538.54	-	-	-	-
Bank balances other than Cash and cash equivalents	-	-	2,570.02	2,570.02	-	-	-	-
Loans	-	-	24.33	24.33	-	-	-	-
Others	-	-	8,369.28	8,369.28	-	-	-	-
	-	**-**	**18,613.05**	**18,613.05**	**-**	**-**	**-**	**-**
Financial liabilities								
Borrowings	-	-	44,632.71	44,632.71	-	44,632.71	-	44,632.71
Trade payables	-	-	7,872.86	7,872.86	-	-	-	-
Lease Liability	-	-	495.18	495.18	-	-	-	-
Others	-	-	6,987.27	6,987.27	-	-	-	-
	-	**-**	**59,988.02**	**59,988.02**	**-**	**44,632.71**	**-**	**44,632.71**

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(All amounts are in Rs millions, unless otherwise stated)

	Carrying amount				Fair value			
31 March 2019	**FVTPL**	**FVTOCI**	**Amortized Cost**	**Total**	**Level 1**	**Level 2**	**Level 3**	**Total**
Financial assets								
Investments	4,556.01	-	0.50	4,556.51	4,556.01	-	-	4,556.01
Trade receivables	-	-	4,998.63	4,998.63	-	-	-	-
Cash and cash equivalents	-	-	982.76	982.76	-	-	-	-
Bank balances other than Cash and cash equivalents	-	-	264.33	264.33	-	-	-	-
Loans	-	-	16.87	16.87	-	-	-	-
Others	-	-	7,643.36	7,643.36	-	-	-	-
	4,556.01	**-**	**13,906.45**	**18,462.46**	**4,556.01**	**-**	**-**	**4,556.01**
Financial liabilities								
Borrowings	-	-	46,258.90	46,258.90	-	46,258.90	-	46,258.90
Trade payables	-	-	7,647.37	7,647.37	-	-	-	-
Lease Liability	-	-	571.17	571.17	-	-	-	-
Others	-	-	6,293.20	6,293.20	-	-	-	-
	-	**-**	**60,770.64**	**60,770.64**	**-**	**46,258.90**	**-**	**46,258.90**

B. Financial risk management

The Group has exposure to the following risks arising from financial instruments:
- Credit risk
- Liquidity risk, and
- Market risk

i. Risk management framework

The Group's activities expose it to a variety of financial risks, including market risk, credit risk and liquidity risk. The Group's primary risk management focus is to minimize potential adverse effects of market risk on its financial performance. The Group's risk management assessment and policies and processes are established to identify and analyze the risks faced by the Group, to set appropriate risk limits and controls, and to monitor such risks and compliance with same. Risk assessment and management policies and processes are reviewed regularly to reflect changes in market conditions and the Group's activities. The Board of Directors and the Audit Committee is responsible for overseeing the Group's risk assessment and management policies and processes.

ii. Credit Risk

Credit risk is the risk of financial loss to the Group if a customer or counterparty to a financial instrument fails to meet its contractual obligations, and arises principally from the Group's receivables from customers. Credit risk is managed through credit approvals, establishing credit limits and continuously monitoring the credit worthiness of customers to which the Group grants credit terms in the normal course of business.
In order to comply with the disclosure requirements of Schedule III of the Companies Act, 2013, the Group has disclosed the cases where legal case has been filed against the customer and Group believes that the likelihood of the court proceedings will take longer time. Group has shown these cases net of provisions.

Trade receivables

The Group's exposure to credit risk is determined by the individual characteristics and specifications of each customer. The profile of the customer, including the market risk of the industry has an influence on credit risk assessment. Credit risk is managed through credit approvals, establishing credit limits and continuously monitoring the credit worthiness of customers to which the Group grants credit terms in the normal course of business.

Summary of the Group's exposure to credit risk by age of the outstanding from various customers is as follows:

	31 March 2021	31 March 2020	31 March 2019
Neither past due nor impaired	2816.13	2,586.23	2,919.90
Past due but not impaired			
Past due 1–180 days	958.90	1,878.72	1,654.04
Past due 181–365 days	610.12	366.83	183.11
Past due 1 to 2 years	117.32	174.88	149.74
More than 2 years	36.44	103.72	91.84
Total	**4,538.91**	**5,110.38**	**4,998.63**

Expected credit loss assessment for customers as at 31 March 2021, 31 March 2020 and 31 March 2019

Exposures to customers outstanding at the end of each reporting period are reviewed by the Group to determine credit losses. Historical trends of impairment of trade receivables do not reflect any significant credit losses. Given that the macro economic indicators affecting customers of the Group have not undergone any substantial change, the Group expects the historical trend of minimal credit losses to continue. Further, management believes that the unimpaired amounts that are past due are still collectable in full, based on historical payment behaviour and extensive analysis of customer credit risk. The allowance at 31 March 2021, 31 March 2020 and 31 March 2019 related to several customers that may default on their payments to the Group and may not pay their outstanding balances, mainly due to economic circumstances.

The movement in the allowance for impairment in respect of trade receivables during the period/year was as follow :

	31 March 2021	31 March 2020	31 March 2019
Balance as at beginning of the year	890.17	758.72	656.38
Impairment loss recognised net of reversal	195.45	131.45	102.34
Balance at the end of the year	**1,085.62**	**890.17**	**758.72**

Cash and cash equivalents

The Group held cash and cash equivalents with credit worthy banks and financial institutions. The credit worthiness of such banks and financial institutions is evaluated by the management on an ongoing basis and is considered to be good.

iii. Market risk

Market risk is the risk of loss of future earnings, fair values or future cash flows that may result from adverse changes in market rates and prices (such as interest rates and foreign currency exchange rates) or in the price of market risk-sensitive instruments as a result of such adverse changes in market rates and prices. Market risk is attributable to all market risk-sensitive financial instruments, all foreign currency receivables and payables and all short term and long-term debt. The Group is exposed to market risk primarily related to foreign exchange rate risk and interest rate risk.

a. Currency risk

The fluctuation in foreign currency exchange rates may have potential impact on the profit before tax account and equity, where any transaction references more than one currency or where assets/liabilities are denominated in a currency other than the functional currency of the entity.

Considering economic environment in which the Group operates, its operations are subject to risks arising from fluctuation in exchange rates in those countries. The risks primarily relate to fluctuations in the foreign exchange rates of USD & EURO, on account of payables to foreign suppliers, for import of petcoke, gypsum and spares.

The Group, as per its risk management policy, uses foreign exchange forward contracts to hedge foreign exchange exposure. The Group does not use derivative financial instruments for trading or speculative purposes.

Exposure to currency risk

The summary quantitative data about the Group's exposure to currency risk as reported to the management of the Group is as follows:

Particulars	**31 March 2021**		**31 March 2020**		**31 March 2019**	
	EUR	USD	EUR	USD	EUR	USD
Accounts Payable	19.42	355.10	26.05	16.88	25.15	12.09
Net balance sheet exposure	**19.42**	**355.10**	**26.05**	**16.88**	**25.15**	**12.09**

Sensitivity analysis

A 10% strengthening / weakening of the respective foreign currencies with respect to functional currency of Group would result in increase or decrease in profit before tax and equity as shown in table below. This analysis assumes that all other variables, in particular interest rates, remain constant and ignores any impact of forecast sales and purchases. The following analysis has been worked out based on the exposures as of the date of statements of financial position.

Effect in Rs million	Strengthening	Weakening
31 March 2021		
EUR	(1.94)	1.94
USD	(35.51)	35.51

Effect in Rs million	Strengthening	Weakening
31 March 2020		
EUR	(2.61)	2.61
USD	(1.69)	1.69

Effect in Rs million	Strengthening	Weakening
31 March 2019		
EUR	(2.52)	2.52
USD	(1.21)	1.21

b. 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 Group's exposure to market risk for changes in interest rates relates to fixed deposits and borrowings from financial institutions. For details of the Group's short-term and long term loans and borrowings, including interest rate profiles, Refer to Note 18, 23 and 25 of these financial statements.

	31 March 2021			31 March 2020			31 March 2019		
Particulars	**Total Borrowings**	**Floating rate borrowing**	**Fixed rate borrowing**	**Total Borrowings**	**Floating rate borrowing**	**Fixed rate borrowing**	**Total Borrowings**	**Floating rate borrowing**	**Fixed rate borrowing**
Borrowings	76,420.02	51,058.14	25,361.88	44,632.71	12,021.13	32,611.58	46,258.90	7,484.42	38,774.48
Total	**76,420.02**	**51,058.14**	**25,361.88**	**44,632.71**	**12,021.13**	**32,611.58**	**46,258.90**	**7,484.42**	**38,774.48**

Sensitivity analysis

Interest rate sensitivity for floating rate borrowings (impact of increase in 100 bps)

Particulars	**31 March 2021**	**31 March 2020**	**31 March 2019**
Impact in profit before tax	(427.95)	(64.04)	(30.00)

Interest rate sensitivity for floating rate borrowings (impact of decrease in 100 bps)

Particulars	**31 March 2021**	**31 March 2020**	**31 March 2019**
Impact in profit before tax	427.95	64.04	30.00

iv. Liquidity risk

Liquidity risk is the risk that the Group will not be able to meet its financial obligations as they become due. The Group manages its liquidity risk by ensuring, that it always have sufficient liquidity to meet its liabilities when due, under both normal and stressed conditions, without incurring unacceptable losses or risk to the Group's reputation.

The Group has obtained both fund based and non-fund based working capital loans from various banks. The Group also constantly monitors, as and when required, funding options available in the debt and capital markets with a view to maintain financial liquidity. The Group also enjoys A1+ ratings from CRISIL on short term facilities from banks indicating very strong degree of safety regarding timely payment of financial obligations and carries lowest credit risk.

Exposure to liquidity risk

The table below analyses the Group's financial liabilities into relevant maturity groupings based on their contractual maturities for all non derivative financial liabilities

	Contractual cash flows				
As at 31 March 2021	**Total**	**1 year or less**	**1-2 years**	**2-5 years**	**More than 5 years**
Non-derivative financial liabilities					
Borrowings	88,571.23	24,470.43	14,916.08	33,857.42	15,327.30
Other non-current financial liabilities	625.31	-	625.31	-	-
Trade payables	9,075.61	9,075.61	-	-	-
Lease Liability	2,114.38	731.19	489.61	471.96	421.62
Other current financial liabilities	8,524.34	8,524.34	-	-	-

	Contractual cash flows				
As at 31 March 2020	**Total**	**1 year or less**	**1-2 years**	**2-5 years**	**More than 5 years**
Non-derivative financial liabilities					
Borrowings*	53,499.84	17,976.85	12,134.05	18,121.97	5,266.97
Other non-current financial liabilities	527.65	-	527.65	-	-
Trade payables	7,872.86	7,872.86	-	-	-
Lease Liability	579.63	195.02	157.26	200.83	26.52
Other current financial liabilities	6,459.62	6,459.62	-	-	-

* No repayment schedule has been specified for Inter Corporate Deposits, hence not included above

	Contractual cash flows				
As at 31 March 2019	**Total**	**1 year or less**	**1-2 years**	**2-5 years**	**More than 5 years**
Non-derivative financial liabilities					
Borrowings*	52,522.62	15,652.85	10,836.00	15,890.68	10,143.09
Other non-current financial liabilities	527.65	-	527.65	-	-
Trade payables	7,647.37	7,647.37	-	-	-
Lease Liability	688.23	176.22	164.43	297.55	50.03
Other current financial liabilities	5,765.55	5,765.55	-	-	-

* No repayment schedule has been specified for Inter Corporate Deposits, hence not included above

46. Netting off disclosure

The Group engages the services of CFA agents for selling the cement. As per the terms of the agreement, Group has a right to offset balances with CFA against debtors balances if debtor has not paid for a period of 90 days. Hence such amounts have been offset in the balance sheet. The amount of CFA assignment, as on reporting date, is not material.

47. Capital management

The Group's policy is to maintain a strong capital base so as to maintain investors, creditors and to sustain future development of the business. The Group carefully monitors cash and bank balances, deployment of surplus funds and regularly assesses any debt requirements.

The Group's adjusted net debt to equity ratio is as follows.

	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
Total borrowings along with accrued interest	76,420.02	44,632.71	46,258.90
Less : Cash and bank balances & Current Investments	(9,119.39)	(5,108.56)	(5,803.10)
Adjusted net debt	67,300.63	39,524.15	40,455.80
Equity	3,150.89	2,423.62	2,000.00
Other equity	70,086.32	50,368.94	47,882.66
Total equity	**73,237.21**	**52,792.56**	**49,882.66**
Adjusted net debt to equity ratio	**0.92**	**0.75**	**0.81**

Nuvoco Vistas Corporation Limited

Annexure VII Notes to Restated Consolidated Ind AS Summary Statements

(All amounts are in Rs millions, unless otherwise stated)

48. Segment

A. General Information

For management purposes, the Group is organised into business units based on its products and has two reportable segments, as follows:

• Segment-1 Cement Division

• Segment-2 Concrete Division

Others - All the segments other than segments identified above are collectively included in this segment.

The Chief Operating Decision Maker ("CODM") evaluates the Group's performance and allocates resources based on an analysis of various performance indicators by operating segments.

Segment performance is evaluated based on profit or loss and is measured consistently with profit or loss in the financial statements.

Transfer prices between operating segments are on arm's length basis in a manner similar to transaction with third parties.

B. Information about reportable segments

Particulars	Reportable segments						Others			Total		
	Cement			Concrete								
	For the year ended 31 March 2021	For the year ended 31 March 2020	For the year ended 31 March 2019	For the year ended 31 March 2021	For the year ended 31 March 2020	For the year ended 31 March 2019	For the year ended 31 March 2021	For the year ended 31 March 2020	For the year ended 31 March 2019	For the year ended 31 March 2021	For the year ended 31 March 2020	For the year ended 31 March 2019
Revenue												
External sales	71,083.87	56,851.39	58,280.01	3,804.53	11,051.08	12,144.87	-	29.92	96.46	74,888.40	67,932.39	70,521.34
Inter segment sales	241.80	1,038.68	180.41	-	-	-	-	5.08	93.36	241.80	1,043.76	273.77
Total	71,325.67	**57,890.07**	**58,460.42**	**3,804.53**	**11,051.08**	**12,144.87**	**-**	**35.00**	**189.82**	**75,130.20**	**68,976.15**	**70,795.11**
Less : Eliminations	(241.80)	(1,038.68)	(180.41)	-	-	-	-	(5.08)	(93.36)	(241.80)	(1,043.76)	(273.77)
Net Revenue	**71,083.87**	**56,851.39**	**58,280.01**	**3,804.53**	**11,051.08**	**12,144.87**	**-**	**29.92**	**96.46**	**74,888.40**	**67,932.39**	**70,521.34**
Segment Results	7,393.13	7,928.66	4,065.14	(670.02)	(168.12)	263.12	(55.97)	(67.87)	(130.45)	6,667.14	7,692.67	4,197.81
Financial expense										(6,640.29)	(4,192.21)	(4,569.34)
Financial income										338.53	367.05	537.54
Profit before tax										**365.38**	**3,867.51**	**166.01**
Tax expenses										(624.57)	(1,374.96)	(430.89)
Profit after tax										**(259.19)**	**2,492.55**	**(264.88)**
OTHER INFORMATION												
Segment assets	1,89,399.82	1,23,008.87	1,21,589.90	7,542.83	9,602.97	9,142.40	147.06	185.78	294.79	1,97,089.71	1,32,797.62	1,31,027.09
Un-allocated assets	-	-	-	-	-	-	-	-		1,985.99	1,645.60	1,589.94
Total Assets	**1,89,399.82**	**1,23,008.87**	**1,21,589.90**	**7,542.83**	**9,602.97**	**9,142.40**	**147.06**	**185.78**	**294.79**	**1,99,075.70**	**1,34,443.22**	**1,32,617.03**
Segment liabilities	28,509.08	17,554.05	17,747.46	2,050.11	3,693.67	3,406.49	49.74	1,351.72	1,391.07	30,608.93	22,599.44	22,545.02
Un-allocated liabilities	-	-			-	-	-	-		95,229.56	59,051.22	60,189.35
Total Liabilities	**28,509.08**	**17,554.05**	**17,747.46**	**2,050.11**	**3,693.67**	**3,406.49**	**49.74**	**1,351.72**	**1,391.07**	**1,25,838.49**	**81,650.66**	**82,734.37**
Capital Expenditure												
Tangible assets	5,795.82	6,293.03	6,678.16	1.35	25.20	114.79	-	-	-	5,797.17	6,318.23	6,792.95
Intangible assets	431.53	36.65	15.37		-	1.28	-	-	-	431.53	36.65	16.65
Depreciation / Amortization	7,640.49	4,955.84	4,593.03	261.89	278.60	301.98	35.49	44.33	83.99	7,937.87	5,278.77	4,979.00
Other non cash expense/(income)	(197.27)	2.54	(566.67)	(7.45)	99.53	123.60	-	(7.98)	8.53	(204.72)	94.09	(434.54)

C. Geographic information

All assets of the Group are domiciled in India. Further the Group does not have any single customer contributing more than 10 % of revenue. The breakup of total revenue into domestic revenue and exports is as follows :

Particulars	For the year ended 31 March 2021	For the year ended 31 March 2020	For the year ended 31 March 2019
Domestic	74,888.40	67,932.39	70,521.34
Export	-	-	-
Total	**74,888.40**	**67,932.39**	**70,521.34**

49. Contingent Liabilities

Contingent Liabilities not provided for in respect of:	**As at 31 March 2021**	**As at 31 March 2020**	**As at 31 March 2019**
i. Claims against the Group not acknowledged as debts: -			
a. Disputed demands in respect of Sales Tax/VAT/GST by various tax authorities	639.00	618.24	597.33
b. Disputed demand in respect of Entry Tax by various tax authorities	412.10	384.69	545.05
c. Disputed demand in respect of Excise Duty *	298.13	278.14	1,929.54
d. Disputed demand in respect of Service Tax	74.32	27.39	33.38
e. Stamp Duty paid under protest for change of name from GKW to LRCL	18.00	18.00	18.00
f. Disputed demands in respect of Custom duties	144.42	144.42	144.42
g. In respect of Income Tax	3,255.56	3,151.83	2,784.24
h. Other claims	248.69	238.79	272.30
Against these, payments under protest/adjustments made by the Group	1,325.31	1,348.75	1,377.39

* The Supreme Court in its judgement dated November 27, 2019 in case of Civil appeal no.10193 of 2017 Commissioner of central Excise Vs M/s Madras Cements Ltd. along with the Company, dismissed the appeal filed by the Commissioner of Central Excise. Accordingly, the Company is now entitled to concession rate of excise duty for sales made to Institutional consumer or industrial consumer. The Company believes that identical matters amount to Rs 1,589.30 million pending before various forums are squarely covered by the aforesaid judgment of the Hon'ble Supreme Court and treated as remote.

ii. The State of Chhattisgarh has filed a Revision Application challenging the adjudication order of the District Registrar and Collector of Stamps; Janjgir -Champa for alleged under-valuation of the properties, which the Company acquired from Raymond Ltd. Against this, Raymond Ltd. has filed a Special Leave Petition before the Hon'ble Supreme Court, which has stayed the proceedings before the Board of Revenue.	Amount not determinable	Amount not determinable
iii. The Collector of Stamps, Raipur has commenced enquiry proceedings under Section 47 (A)(3) of the Indian Stamp Act, 1899 questioning the amount of stamp duty paid by The Tata Iron and Steel Company Limited (TISCO) on transfer of the immovable properties at Sonadih from TISCO to the Company. The Company has filed a Writ Petition in the Hon'ble High Court of Bilaspur, Chhattisgarh challenging the enquiry commenced by the Collector of Stamps. The matter is pending before the High Court.	Amount not determinable	Amount not determinable

The Company's liability, if at all arises, in both the above cases, is restricted to 50% by virtue of business transfer agreement between Lafarge and Raymond Ltd/TISCO.

iv. In June 2012, the Competition Commission of India (CCI) passed an Order levying a penalty of Rs. 4,900.01 million on the Company in connection with a complaint filed by the Builders Association of India against leading cement companies (including the Company) for alleged violation of certain provisions of the Competition Act, 2002. The Company filed an appeal before the Competition Appellate Tribunal (COMPAT) for setting aside the said Order of CCI. The COMPAT granted stay on levying the penalty imposed on the Company by CCI against deposit of 10% of the penalty amount. In December 2015, the COMPAT finally set aside the said Order of CCI and remanded back to CCI for fresh adjudication of the issues and passing of fresh Order. However, in August 2016 the case was reheard by CCI and it passed an Order levying a penalty of Rs. 4,900.01 million on the Company. The Company had filed an appeal against the Order before the COMPAT. The COMPAT has granted a stay with a condition to deposit 10% of the penalty amount, which was deposited and levy of interest of 12% p.a. in case the appeal is decided against the appellant (the "Interim order"). COMPAT was replaced by the National Company Law Appellate Tribunal (NCLAT) effective May 26, 2017, who vide its judgment dated July 25, 2018, dismissed the Company's appeal and upheld the CCI's order. Against the above judgment of NCLAT, the Company appealed before the Hon'ble Supreme Court, which by its order dated October 5, 2018 had admitted the appeal of the Company and directed that the interim order passed by the tribunal in this case will continue in the meantime. Based on the reimbursable rights available with the Company backed by legal opinion, no provision is considered necessary.

v. The Subsidiary company had availed stamp duty exemption as available under the Chhattisgarh Industrial Policy, 2009-2014, subject to commencing of operations of the plant within a period of 5 years which could not be completed due to delay in land possession by the concerned State Authority, against which the office of the collector of stamps, Baloda Bazar, Chhattisgarh has issued a demand notice on account of stamp duty (including interest and penalty) for ₹ 4.43 million. Since the delay was not due to any reasons attributable to the Subsidiary company, the matter was appealed before the Hon'ble High Court of Chhattisgarh, which in turn has redirected the case to Board of Revenue, Bilaspur. The Board of Revenue dismissed the revision filed by the Subsidiary company and upheld the order passed by the Collector of Stamps, Baloda Bazar, Chhattisgarh. The Subsidiary company has appealed before Hon'ble High Court of Chhattisgarh against order of the Board of revenue. The Hon'ble High Court of Chhattisgarh stayed the recovery order passed by collector of stamp till final decision on the writ petition.

vi. The stamps department of Rajasthan has demanded differential stamp duty of ₹ 4,541.10 million (plus penalty and interest) in respect of the two mining lease agreements executed by the subsidiary company, which has been calculated considering the estimated value of resources (limestone) contained in the two pieces of land covered under the mining leases. Since appropriate stamp duty as directed by the Asst. Mining Engineer, Deh, has already been paid by the subsidiary company, this demand has been challenged by the by way of a writ petition in the Rajasthan High Court at Jodhpur. After examination of all statutory provisions and facts pertaining to this matter, the subsidiary company is of the view that the demand is not sustainable and expects a favorable judgment from the Rajasthan high court.

vii. **Particulars**

	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
For bank guarantee	4,076.91	666.30	856.50
For Letter of Credit	868.33	901.72	326.78

50. Capital and other commitments

Particulars	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
Estimate amount of contracts remaining to be executed on capital account and not provided for (net of advances)	1,477.19	4,820.05	2,765.80

51. Details of dues to micro and small enterprises as defined under the MSMED Act, 2006

	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
i) The principal amount and the interest due thereon remaining unpaid to any supplier as at the end of each accounting period/year (including capex vendors)			
Principal amount due to micro and small enterprises	601.31	148.75	64.54
Interest due on above	6.57	2.34	1.29
ii) The amount of interest paid by the buyer in terms of section 16 of the MSMED Act, 2006 along with the amounts of the payment made to the supplier beyond the appointed day during each accounting period/year			
Principal	1,894.63	651.58	607.55
Interest on above	-	-	-
iii) The amount of interest due and payable for the period of delay in making payment (which have been paid but beyond the appointed day during the period/year) but without adding the interest specified under the MSMED Act, 2006.	40.50	10.58	8.62
iv) The amount of interest accrued and remaining unpaid at the end of each accounting period/year	47.07	12.92	9.91
v) The amount of further interest remaining due and payable even in the succeeding years, until such date when the interest dues as above are actually paid to the small enterprise, for the purpose of disallowance as a deductible expenditure under section 23 of the MSMED Act , 2006.	-	-	-

52. Business combination

A. Acquisition of Nu Vista Limited

On July 14, 2020 ("Acquisition date"), the Group has acquired 100% stake in Nu Vista Limited (formerly "Emami Cement Limited"). Nu Vista Limited (NVL) is engaged in manufacturing, selling and distribution of Cement.

NVL has a capacity of 3 MMTPA of cement production in the state of Chattisgarh comprising an integrated unit and 5.3 MMTPA of cement production in the state of West Bengal, Odissa and Bihar comprising grinding units.

This acquisition continues to create value for shareholders as the acquisition adds additional ready to use capacity in the highly growing market in Eastern and Central India.

The acquisition was accounted in the Restated Consolidated Ind AS Summary Statement of the Group in accordance with Ind AS 103 Business Combination by applying the acquisition method. All identifiable assets (including intagibles), liabilities and contingent liabilities of Nu Vista Limited were measured and accounted at the fair value as on the date of acquisition. Fair values have been determined by an independent valuer. The excess of cost of acquisition over the fair value of the assets acquired and liabilities assumed is recongnised as goodwill.

Calculation of Goodwill

Particulars	**Amount**
Consideration Paid on Acquisition (A)	22,712.32
Fair value of assets acquired and liabilities assumed on Aqcuisition date	
Tangible assets	34,519.99
Intangible assets	9,733.00
Intangible assets under development	41.76
Capital work-in-progress	2,846.79
Right of use assets	1,611.36
Other financial assets	1,660.84
Other assets	1,905.71
Deferred tax asset	962.50
Income tax asset	20.90
Inventories	2,462.50
Trade receivable	1,035.41
Cash and cash equivalents	262.99
Bank balances other than Cash and cash equivalents	354.00
Borrowings	(27,433.63)
Other liabilities	(2,050.34)
Trade payable	(2,526.98)
Other financial liabilities	(5,523.47)
Provisions	(213.58)
Deferred tax liabilities on Fair valuation	(5,303.50)
Net assets acquired (B)	**14,366.25**
Goodwill on Acquisition (A-B)	8,346.07

This goodwill is attributed to the expected synergies in cement prices and its costs.

a) Acquired Receivables

Trade receivables with a fair value of Rs 1,035.41 million had gross contractual amounts of Rs 1,061.00 million. The best estimate of the contractual cash flows not expected to be collected on acquisition date is Rs. 25.59 million.

b) Contingent Liabilities

The Group has assumed nil contingent liability.

c) Acquisition related costs

The acquisition related costs including the stamp duty on assets transferred amounting to Rs. 10.60 million (March 2020: Rs.26.70 million) have been excluded from the consideration paid and recognised as an expense in the current period under other expenses in the Restated Consolidated Ind AS Summary Statement of Profit and Loss

d) Impact of acquisition on the results of the Group:

Revenue from operations of Rs. 18,832.22 Million (before Intra group elimination) and Loss after tax of Rs. 487.05 Million of Nu Vista Limited has been included in the current year Restated Consolidated Ind AS Summary Statement of Profit and Loss

52. Business combination

B. Merger of Nimbol cement unit of Nirma Limited

The Scheme of Arrangement ("Scheme") for transfer of cement division of Nirma Limited ("Demerged undertaking") with the Group with effect from 1 June 2019, ("the appointed date") was approved by the National Group Law Tribunal, Mumbai Bench vide Order dated 9 January 2020. In the Audited Consolidated Ind AS financial statements of the Group for year ended March 31, 2020, impact of the merger was given by restating prior year numbers (1 April 2018 to 31 March 2019).

As required under the ICDR Regulations, the Restated Consolidated Ind AS Summary Statements (including for the stub period if applicable) should be restated to ensure consistency of presentation, disclosures and the accounting policies for all the periods presented in line with that of the latest financial year/stub period presented. Accordingly, the comparative figures for each of the years presented in these Restated Consolidated Ind AS Summary statement have been adjusted in accordance with the policy mentioned in Significant accounting policies and explanatory notes to Restated Consolidated Ind AS Summary Statements.

As explained in detail in Note B. I of Annexure V, the Group has restated prior year information for the Common Control transaction by assuming that the acquistion was effective from 1 April 2017 to keep the figures for the year ended 31 March 2019 consistent to those presented in Restated Consolidated Ind AS Summary Statements included in the DRHP .

The impact of giving effect to the Scheme approved by NCLT by restaing prior year comparative information (assuming the acqusition date to be April 2017 and carrying forward these adjustments to 31 March 2018) is given below:

(i) The merger has been accounted as prescribed under Appendix C of Indian Accounting Standard (Ind AS) 103 – Business Combinations.

(ii) As required by Ind AS-103 "Business Combinations", this arrangement has been accounted under the pooling of interest method. As the transaction was between two entities under "common control" the said Ind AS requires that the figures of the cement division of Nirma Ltd. be incorporated in the comparative statements for all the previous periods presented.

(iii) All assets, liabilities, income and expenditure of demerged undertaking have been recorded in the books at their respective carrying amounts after eliminating intra group balances and transactions. Necessary adjustments have been made to ensure proper allocation of common assets and liabilities and common bank account between demerged undertaking and Nirma Limited through which receipt and payment have been routed.

(iv) The excess of assets over liabilities taken over on 1 April 2018 has been credited to Capital Reserve. In consideration of merger of cement business, the Group has issued 42,361,787 fully paid up equity shares of Rs. 10/- each to the equity shareholders of the Nirma Limited in proportion of their holding in the Nirma Limited and the same has been adjusted against Capital Reserve as of 1 April 2018. The corresponding impact of 4,23,61,787 fully paid up equity shares to be issued to the equity shareholders of the Nirma Limited when the scheme was effective is presented as equity share pending allotment in the Restated Consolidated Ind AS summary statement of changes in equity

Calculation of Capital Reserve

Particulars	Amount	Note
Issue of new equity shares of NVCL as per merger scheme	(423.62)	Refer SOCIE
Ind AS 103 carrying values derived from carve out financial statements of Nirma Limited (Cement unit):		
Tangible assets	14,078.04	
Intangible assets	135.76	
Capital work-in-progress	8.10	
Investment	0.50	
Cash and cash equivalents	0.79	
Bank balances other than Cash and cash equivalents	201.20	
Working Capital*	1,229.46	
Borrowing	(6,364.28)	
Deferred tax liability	(2,200.10)	
Capital reserve on Merger	**6,665.85**	Refer SOCIE
Capital Reserve on issue of shares	**423.62**	Refer SOCIE

* excluding Rs. 188.20 relating to adjustments for allocation of common liabilities presented seperately in Restated Consolidated Ind AS Summary Statement of Changes in Equity

Nuvoco Vistas Corporation Limited

Annexure VII Notes to Restated Consolidated Ind AS Summary Statements

(All amounts are in Rs millions, unless otherwise stated)

53. Disclosures required by Indian Accounting Standard (Ind AS) 37 - Provisions

Particulars	Site Restotation expense			Dealer discount provisions			Indirect taxes and litigations			Provision for contractors' charges			Total		
	31 March 2021	31 March 2020	31 March 2019	31 March 2021	31 March 2020	31 March 2019	31 March 2021	31 March 2020	31 March 2019	31 March 2021	31 March 2020	31 March 2019	31 March 2021	31 March 2020	31 March 2019
Carrying amount at the beginning of the year	335.45	318.56	309.15	1,120.68	1,066.14	912.09	1,818.21	1,808.06	1,858.21	281.76	281.75	258.44	3,556.10	3,474.51	3,337.89
Adjustment on account of Business Combination (Refer note 52A)	0.50	-	-	908.84	-	-	5.35	-	-	-	-	-	914.69	-	-
Additional provision made during the year	351.01	29.43	28.32	1,481.03	804.32	817.31	188.29	146.13	143.59	0.80	9.63	23.31	2,021.13	989.51	1,012.53
Amounts used during the year	(15.71)	(12.54)	(18.91)	(1,500.38)	(691.98)	(663.26)	(41.54)	(135.98)	(193.74)	(3.76)	(9.62)	-	(1,561.39)	(850.12)	(875.91)
Amounts written back during the year	(4.30)	-	-	(82.91)	(57.80)	-		-	-	(176.96)	-	-	(264.17)	(57.80)	-
Carrying amount at the end of the year #	**666.95**	**335.45**	**318.56**	**1,927.26**	**1,120.68**	**1,066.14**	**1,970.31**	**1,818.21**	**1,808.06**	**101.84**	**281.76**	**281.75**	**4,666.36**	**3,556.10**	**3,474.51**

This includes current and non current portion.

i. Site Restoration expense

The Group provides for the expenses to reclaim the quarries used for mining. The total estimate of reclamation expenses is apportioned over the estimate of mineral reserves and a provision is made based on the minerals extracted during the year. Mines reclamation expenses are incurred on an ongoing basis and until the closure of the mine. The actual expenses may vary based on the nature of reclamation and the estimate of reclamation expenditure.

ii. Dealer discount provisions

The provision for discounts is on account of various promotion and incentive schemes proposed to be announced to dealers on products sold by the Group. The provision is based on the historic data/ estimated figures of discounts passed on. The timing and amount of the cash flows that will arise will be determined as and when these schemes are formalised and pay-offs approved by management, which is generally 12 to 18 months.

iii. Indirect taxes and legal cases

Provision for indirect tax and legal cases includes disputed cases of excise tax, value added tax, sales tax, entry tax and other disputed legal cases.

iv. Provision for contractor charges

Provision for contractors' charges pertains to gratuity amount payable by contractor to its employees which as per the terms of the contract shall be reimbursed by the Group.

Note - 54

The Company had installed a Fly Ash classifier at its Mejia Cement Plant in earlier years and has a claim of Rs.122.20 million (31 March 2020 - Rs.122.20 million, 31 March 2019 - Rs.122.20 million) on Damodar Valley Corporation (DVC) towards their share of the capital expenditure on such Fly Ash classifier in terms of the agreement, which along with certain operational settlements are currently under discussion with DVC. Pending resolution on the matters, the Company has not recognized the above claims in its books. Further, the management is confident that the use of the Fly Ash classifier and operational settlements shall be amicably resolved with the party.

Note - 55

As per the limit specified under Section 135 of the Companies Act, 2013, the Group was required to spend Rs 46.92 million for the year ended 31 March 2021, Rs 34.80 million in FY 19-20 and Rs 50.43 million in FY18-19 on account of Corporate Social Responsibility (CSR). However, the actual amount spent Rs 98.19 million for the year ended 31 March 2021 (Including Rs 37.70 million spent by subsidiary company), Rs 41.67 million in FY19-20 and Rs 29.50 million in FY 18-19.

Note - 56

A. The Group is entitled to Industrial Promotional Assistance related to the Mejia Cement Plant (MCP) of 75% of the VAT and CST paid by it, for a period of 12 years, from the Government of West Bengal under the West Bengal Incentive Scheme 2004 with effect from 23 April 2008. Accordingly, the Group has accrued such fiscal incentive in its books up to 31 March 2019 (outstanding claim balance as of balance sheet date is Rs 4,271.38 million). The authorities disputed the claim of the Group, pursuant to which, the Group filed a writ petition against the Industry, Commerce & Enterprise department, Government of West Bengal during the year 2017-18 in the Honourable High Court of Kolkata (High Court). The High Court passed an order on 27 June 2018 directing Principal Secretary of the State of West Bengal to re-consider the claim and contention lodged by the Group. The Additional Chief Secretary to the Government of West Bengal had rejected the Group's claim for incentive vide order dated 18 March 2019, following which the Group has filed a writ petition against said Order in the High Court of Kolkata on 25 July 2019. While the Group, based on advice of legal counsel, is confident of the ultimate recovery of balances accrued till date, the Group on a conservative basis on account of ongoing litigation as stated above, has discontinued the accrual of such incentive in the books from 1 April 2019. (Refer note 28)

B. Government of West Bengal under the "West Bengal State Support for Industries Scheme, 2013" ('WBSSIS 2013') had notified certain financial support incentives for setting up new industrial projects in the State in 2013. The Group had set up a Cement Grindinig Unit in Panagarh, West Bengal and started the commercial production in the month of November 2017. The Group applied for the registration of its Panagarh plant under WBSSIS 2013 and has been granted preliminary registration certificate (RC-I) under the said scheme by the Directorate of Industries, West Bengal on 27th June, 2017.
The Group in accordance with WBSSIS 2013 and as per the conditions of RC-I, had initiated the process of applying for final registration certificate (RC-II) in 2017. However, due to pending inspection of the Panagarh plant by the government officials despite repeated requests by the Management, the process of RC-II application is pending since then.
Further, as per the WBSSIS 2013, one of the major incentive for new industries was in the form of refund of VAT ('Value Added Tax') payment made by them to the extent of 80%. However, since the Panagarh plant commenced operations in November 2017 i.e. under GST regime, the quantum of incentives depend on the proportion of CGST and/or SGST allowed by the Commerce and Industries Department by amending the WBSSIS 2013 to give this effect. Currently, management is accruing the value of incentives to the extent of 80% of SGST paid to the government.
Accordingly, as per their internal assessment carried out and based on the legal opinion obtained by the Group from its lawyers, management believes that all the terms and conditions of the said scheme have been complied with and is accordingly confident of recovery of such incentives accrued till date amounting to Rs 1,646.58 million as at 31 March, 2021 (including Rs 441.60 million accrued during the year ended 31 March 2021).

Note - 57

The Company, Niyogi Enterprise Private Limited ('Holding Company'), and Kotak Special Situations Fund ("Kotak") entered into a Debenture Holders and Shareholders Agreement, Debenture Subscription Agreement and a Springing Share Pledge Agreement ("the agreements") on July 3, 2020. In terms of the above agreements, Kotak subscribed to 50,000,000 Compulsory and Mandatorily Convertible Debentures (CCDs) of the Company of Rs. 100 each. CCDs carry 0.001% interest per annum which is to be paid annually on the anniversary of the date of issue until maturity. CCDs do not carry any voting rights.
CCDs will be automatically converted into equity shares of the Company on maturity or earlier on occurrence of certain events specified in the agreements. The number of equity shares to be issued on conversion of CCDs is based on the conversion price calculated as per the formula given in the debenture subscription agreement. The conversion price is dependent upon number of parameters including Earnings Before Interest, Taxes, Depreciation, and Amortisation (EBITDA), Entry multiple, Enterprise Value, maximum and minimum conversion price, anti-dilution adjustments etc. In addition to the above, the Company has an option of early conversion at any time during the tenure of the CCDs. In case of exercise of early conversion option, the Company will have to deliver shares at a floor valuation (i.e. maximum number of shares).
The Company has performed assessment of the CCD instrument to determine whether these should be accounted for entirely as debt or equity or split into an equity component and a debt component. The assessment identified Company's right to early conversion of the CCDs as an important criterion in this regard and the economic substance of this right was examined. The Company has a control and ability to settle for a fixed number of shares under the terms of the agreements. The Company determined that the terms of the agreement are substantive as there are legitimate corporate objectives (which, amongst various considerations, could include maintaining capital structure, credit ratings, complying with covenants, etc,) that could cause the Company to seek early conversion of the CCDs, especially when the financial results and position of the Company could be impacted by Covid. On the basis of this assessment, the mandatory convertible debenture are accounted for as a compound financial instrument.
Accordingly, Net proceeds of Rs 4,972.25 million, consisting of gross proceeds of Rs 5,000.00 million less transaction costs of Rs 27.75 million directly related to the issuance, were received from the issuance of the CCDs. The amount determined for the liability component at issuance was Rs 0.32 million which was calculated as the present value of the coupon payments due, less allocated transaction costs of Rs 0.002 million that are accounted for as a debt component. The remaining net proceeds of Rs 4971.93 million (including allocated transaction costs of Rs 27.75 million) was recognized as equity.

The Board of Directors in its meeting dated July 24, 2021 approved the conversion of 5,00,00,000 Compulsorily and Mandatorily Convertible Debentures (CCDs) of the Company having a face value of Rs.100/- per CCD at par aggregating Rs.5000 million on a preferential basis into 1,57,51,303 Equity Shares of Rs.10/- each at a conversion price of Rs. 317.43 per CCD to Kotak Special Situations Fund.

Note - 58

Government of India's code for social security 2020 (the code) received the assent from the president in September 2020. However, the date from when the code will become applicable and the Rules have not yet notified. The Group will assess the impact of the code and account for the same once the effective date and rules are notified.

Note - 59

The impact of Covid -19 pandemic was felt across the economy and business segments. The Group has considered the possible impact of COVID-19 in preparing the financial statement including the recoverable value of its assets and its liquidity position based on internal and external information up to the date of approval of Restated Consolidated Ind AS summary statement.

Nuvoco Vistas Corporation Limited
Annexure VII Notes to Restated Consolidated Ind AS Summary Statements
(All amounts are in Rs millions, unless otherwise stated)

60. Additional Information, as required under Schedule III to the Companies Act, 2013, of enterprises consolidated as Subsidiary / Joint Venture:

Name of the Entity	Net Assets, i.e. total assets minus total liabilities				Share of restated Profit/(Loss)				Share of restated Other comprehensive Income			
	As a % of consolidated net assets	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019	As a % of consolidated Profit/(Loss)	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019	As a % of consolidated Other comprehensive income	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
Parent												
Nuvoco Vistas Corporation Limited	101%	73,723.11	52,792.56	49,882.66	-88%	227.83	2,492.55	(264.88)	98%	28.60	(30.37)	(15.86)
Subsidiaries		-	-	-		-	-	-		-	-	-
Rima Eastern Cement Limited	0%	-	-	-	0%	-	-	-	0%	-	-	-
Nu Vistas Limited	6%	4,473.03	-	-	8%	(20.34)	-	-	2%	0.69	-	-
Non-controlling interest in subsidiary	0%	-	-	-	0%	-	-	-	0%	-	-	-
Joint Ventures		-	-	-		-	-	-		-	-	-
Wardha Vaalley Coal Field Private Limited	0%	-	-	-	0%	-	-	-	0%	-	-	-
Adjustment on account of consolidation	-7%	(4,958.93)	-	-	180%	(466.68)	-	-	0%	-	-	-
Total	**100%**	**73,237.21**	**52,792.56**	**49,882.66**	**100%**	**(259.19)**	**2,492.55**	**(264.88)**	**100%**	**29.29**	**(30.37)**	**(15.86)**

Note: The above figures are before eliminating intra group transactions. The loss of Joint venture not recognised for in books is Rs. 0.78 million (31 March 2020 Rs 0.72 million, 31 March 2019 Rs 0.69 million). The group's interest in joint venture has been reduced to zero and the group does not have any legal or constructive obligations or made payments on behalf of joint venture.

Significant Judgment : Existence of joint control and classification of joint arrangement

The joint venture agreement in relation to Wardha Vaalley Coal Field Private Limited require unanimous consent from all parties for all relevant activities, hence there is a joint control. Further the parties having joint control have the rights to the net assets of the joint arrangement. Hence it has been classified as joint venture.

Note - 61

The figures of the previous year have been regrouped wherever necessary to conform to current year's classification.

As per our report of even date attached

For MSKA & Associates
Chartered Accountants
Firm Registration No. 105047W

Siddharth Iyer
Partner
Membership No. 116084

Place : Mumbai
Date : July 24, 2021

For and on behalf of the Board of Directors of Nuvoco Vistas Corporation Limited

CIN: U26940MH1999PLC118229

Jayakumar Krishnaswamy
Managing Director
DIN: 02099219

Bhavna Doshi
Director
DIN: 00400508

Maneesh Agrawal
Chief Financial Officer

Shruta Sanghavi
Company Secretary

Place : Mumbai
Date : July 24, 2021

INDEPENDENT AUDITOR's ASSURANCE REPORT ON THE COMPILATION OF UNAUDITED PROFORMA CONSOLIDATED FINANCIAL INFORMATION COMPRISING OF CONSOLIDATED TOTAL COMPREHENSIVE INCOME INCLUDED IN RED HERRING PROSPECTUS

The Board of Directors,
Nuvoco Vistas Corporation Limited,
Equinox Business Park
Tower 3, East Wing, 4th Floor
LBS Marg, Kurla (West)
Mumbai 400 070

Report on the compilation of unaudited proforma consolidated financial information comprising of unaudited proforma consolidated statement of profit and loss (including other comprehensive income) for the year ended March 31, 2021 included in the Red Herring Prospectus ("RHP") and Prospectus

1. This report is issued in accordance with the terms of our engagement letter dated February 01, 2021.

   We have completed our assurance engagement to report on the compilation of unaudited proforma consolidated financial information of Nuvoco Vistas Corporation Limited (hereinafter referred to as the "Company" and together with its subsidiary referred to as "the Group") prepared by the Management of the Company. The unaudited proforma consolidated financial information which consists of unaudited proforma consolidated statement of profit and loss (including other comprehensive income) for the year ended March 31, 2021 and select explanatory notes (together referred to as "unaudited proforma consolidated financial information") is prepared for the purposes of inclusion in the RHP and Prospectus as described in Note 2 to the unaudited proforma consolidated financial information. The applicable criteria based on which the Company has compiled the unaudited proforma consolidated financial information are specified in the Article 11-01 and 11-02 of Regulation S-X of the U.S. Securities Act and described in Note 2 to the unaudited proforma consolidated financial information.

2. The unaudited proforma consolidated financial information has been compiled by the Management of the Company to illustrate the impact of the acquisition of Nu Vista Limited (formerly Emami Cement Limited, hereinafter referred to as "NVL") as set out in Note 2 to the unaudited proforma consolidated financial information, on the Group's unaudited financial performance for the year ended March 31, 2021 as if the acquisition had taken place as on April 1, 2020. As part of this process, information about the Group's financial performance has been extracted by the Management from the Group's restated consolidated Ind AS Summary Statements as at and for the year ended March 31, 2021 on which our examination report has been included elsewhere in the RHP and Prospectus. Information about NVL has been compiled by the management of the Company from the special purpose interim condensed financial statements of NVL as at July 13, 2020 and for the period April 01, 2020 to July 13, 2020.

   We have audited the special purpose interim condensed financial statements of NVL as at July 13, 2020 and for the period April 01, 2020 to July 13, 2020 on which we issued an unmodified audit opinion vide our report dated February 04, 2021.

Management's Responsibility for the unaudited proforma consolidated financial information

3. The Management is responsible for compiling the unaudited proforma consolidated financial information on the basis set out in the Note 2 to the unaudited proforma consolidated financial information. This responsibility includes the responsibility for designing, implementing and maintaining internal control relevant for compiling the unaudited proforma consolidated financial information on the basis as set out in Note 2 to the unaudited proforma consolidated financial information that is free from material misstatement, whether due to fraud or error. The Management is also responsible for identifying and ensuring that the Group complies with the laws and regulations applicable to its activities, including compliance with the provisions of the laws and regulations for the compilation of unaudited proforma consolidated financial information. The unaudited proforma consolidated financial information was approved by the Board of Directors of the Company at their meeting held on July 03, 2021 for the purpose of inclusion in the RHP and Prospectus.

Auditor's Responsibilities

4. Our responsibility is to express an opinion whether the unaudited proforma consolidated financial information has been compiled, in all material respects, by the Management on the basis set out in the Note 2 to the unaudited proforma consolidated financial information.

5. We conducted our engagement in accordance with Standard on Assurance Engagements (SAE) 3420, Assurance Engagements to Report on the Compilation of Proforma Financial Information included in the Prospectus, issued by the Institute of Chartered Accountants of India. This Standard requires that the auditor comply with ethical requirements and plan and perform procedures to obtain reasonable assurance about whether the Management has compiled, in all material respects, the unaudited proforma consolidated financial information on the basis set out in the Note 2 to the unaudited proforma consolidated financial information.

6. For purposes of this engagement, we are not responsible for updating or reissuing any reports or opinions on any historical financial information used in compiling the unaudited proforma consolidated financial information, nor have we, in the course of this engagement, performed an audit or review of the financial information used in compiling the unaudited proforma consolidated financial information.

7. The purpose of unaudited proforma consolidated financial information included in the RHP and Prospectus is solely to illustrate the impact of the above mentioned acquisition of NVL on the unaudited proforma consolidated statement of profit and loss (including other comprehensive income) for the year ended March 31, 2021 of the Group as if the acquisition of NVL had occurred at an earlier date selected for purposes of the illustration. Accordingly, we do not provide any assurance that the actual outcome of the above mentioned acquisition at April 1, 2020 would have been as presented.

8. A reasonable assurance engagement to report on whether the unaudited proforma consolidated financial information has been compiled, in all material respects, on the basis of the applicable criteria involves performing procedures to assess whether the applicable criteria used by the Management in the compilation of the unaudited proforma consolidated financial information, provide a reasonable basis for presenting the significant effects directly attributable to the above mentioned acquisition, and to obtain sufficient appropriate evidence about whether:

   a. The related proforma adjustments give appropriate effect to those criteria; and
   b. The unaudited proforma consolidated financial information reflects the proper application of those adjustments to the unadjusted financial information.

9. The procedures selected depend on the auditor's judgment, having regard to the auditor's understanding of the nature of the Group, the event or transaction in respect of which the unaudited proforma consolidated financial information has been compiled, and other relevant engagement circumstances.

10. The engagement also involves evaluating the overall presentation of the unaudited proforma consolidated financial information.

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

Opinion

12. In our opinion, the unaudited proforma consolidated financial information has been compiled, in all material respects, on the basis set out in Note 2 to the unaudited proforma consolidated financial information.

Restriction of use

13. Our report is intended solely for use of the Board of Directors for inclusion in the RHP and Prospectus to be filed with Securities and Exchange Board of India, BSE Limited, National Stock Exchange of India Limited and Registrar of Companies, Maharashtra at Mumbai in connection with the proposed initial public offering of equity shares of the Company. Our report should not be used, referred to, or distributed for any other purpose except with our prior consent in writing. The unaudited proforma consolidated financial information is not a complete set of financial statements of the Group in accordance with the Indian

Accounting Standards prescribed under section 133 of the Act, as applicable and is not intended to give a true and fair view of the consolidated statement of profit and loss (including other comprehensive income) of the Group for the year ended March 31, 2021 in accordance with the Indian Accounting Standards prescribed under section 133 of the Act, as applicable. As a result, these unaudited proforma consolidated financial information may not be suitable for any other purpose. Accordingly, we do not accept or assume any liability or any duty of care for any other purpose or to any other person to whom this report is shown or into whose hands it may come without our prior consent in writing.

For **MSKA & Associates**
Chartered Accountants
Firm Registration Number: 105047W

Siddharth Iyer
Partner
Membership No.: 116084
UDIN: 21116084AAAABR3333

Place: Mumbai
Date: July 03, 2021

Nuvoco Vistas Corporation Limited

Unaudited Proforma Consolidated Statement of profit and loss for year ended March 31, 2021

(All amounts are in Rs million, unless otherwise stated)

Particulars	Proforma Adjustment Note No.	Restated consolidated – Nuvoco Vistas Corporation Limited	Nu Vista Limited *	Proforma Adjustment	Intra group elimination	Total
INCOME						
Revenue from operations	3e	74,888.40	6,135.38	-	(48.49)	80,975.29
Other income		338.53	53.76	-	-	392.29
Total Income		**75,226.93**	**6,189.14**	**-**	**(48.49)**	**81,367.58**
EXPENSES						
Cost of materials consumed	3e	10,322.96	645.19	-	(48.49)	10,919.66
Purchase of stock in trade		476.03	-	-	-	476.03
Changes in inventories of finished goods, work-in-progress and stock-in-trade		1,268.74	(28.47)	-	-	1,240.27
Power and fuel		13,563.36	1,186.52	-	-	14,749.88
Freight and forwarding charges		20,294.18	1,771.51	-	-	22,065.69
Employee benefits expense		4,820.37	300.02	-	-	5,120.39
Finance costs	3b	6,640.29	1,035.39	217.15	-	7,892.83
Depreciation and amortization expense	3a	7,937.87	592.13	199.12	-	8,729.12
Other expenses	3c	9,537.75	1,192.45	(389.58)	-	10,340.62
Total expenses		**74,861.55**	**6,694.74**	**26.69**	**(48.49)**	**81,534.49**
Profit/(Loss) before tax		365.38	(505.60)	(26.69)	-	(166.91)
Tax expenses:						
1. Current tax	3d	464.72	-	60.25	-	524.97
2. Deferred tax	3d	272.95	(103.73)	(69.58)	-	99.64
3. Tax expense relating to earlier years		(113.10)	-	-	-	(113.10)
Total tax expense		**624.57**	**(103.73)**	**(9.33)**	**-**	**511.51**
Loss for the period		**(259.19)**	**(401.87)**	**(17.36)**	**-**	**(678.42)**
OTHER COMPREHENSIVE INCOME (OCI)						
i. Remeasurements gains/(loss) of post-employment benefit obligation		45.76	(3.07)	-	-	42.69
ii. Income tax related to above		(16.47)	1.07	-	-	(15.40)
		29.29	**(2.00)**	**-**	**-**	**27.29**
Other comprehensive income/(loss) for the period / year		29.29	(2.00)	-	-	27.29
Total comprehensive income/(loss) for the period/ year		**(229.90)**	**(403.87)**	**(17.36)**	**-**	**(651.13)**
Earnings per equity share (Face value of Rs 10 each)						
1. Basic (Rs)		(0.82)				(1.99)
2. Diluted (Rs)		(0.82)				(1.99)
Weighted avarage number of Equity Shares outstanding (basic and diluted)	4	31,81,89,602				34,08,29,723

* for the period from 1 April 2020 to 13 July 2020

The above statement should be read with notes to Unaudited Proforma Consolidated Financial Information

As per our report of even date attached

For **MSKA & Associates**
Chartered Accountants
Firm Registration No. 105047W

Siddharth Iyer
Partner
Membership No. 116084

Place : Mumbai
Date : July 3, 2021

For and on behalf of the Board of Directors of Nuvoco Vistas Corporation Limited

CIN: U26940MH1999PLC118229

Jayakumar Krishnaswamy
Managing Director
DIN: 02099219

Bhavna Doshi
Director
DIN: 00400508

Maneesh Agrawal
Chief Financial Officer

Shruta Sanghavi
Company Secretary

Place : Mumbai
Date : July 3, 2021

1. **Introductory Paragraph:**

Nuvoco Vistas Corporation Limited ("the Company", "NVCL") is a limited company domiciled and headquartered in India and incorporated under the provisions of the Companies Act, 1956. The registered office is located at Equinox Business Park, Tower-3, 4th Floor, LBS Marg, Off BKC, Kurla (West), Mumbai – 400070. The Company is principally engaged in the business of manufacturing and sale of Cement and Ready Mix along with trading and manufacturing of other building materials. The Company caters mainly to the domestic market. The Company together with its subsidiary is referred to as "the Group"

On July 14, 2020 ("Acquisition date"), NVCL acquired 100% stake in Nu Vista Limited (formerly "Emami Cement Limited"). Nu Vista Limited (NVL) is engaged in manufacturing and selling of Cement. NVL has a capacity of 3 MMTPA of cement production in the state of Chhattisgarh comprising an integrated unit and 5.3 MMTPA of cement production in the state of West Bengal, Odisha and Bihar comprising grinding units. This acquisition continues to create value for shareholders as the acquisition adds additional ready to use capacity in the highly growing market in Eastern and Central India.

The acquisition was accounted in the Restated Consolidated Ind AS Summary Statement of the Company in accordance with Ind AS 103 Business Combination by applying the acquisition method. All identifiable assets (including intangibles), liabilities and contingent liabilities of Nu Vista Limited were measured and accounted at the fair value as on the date of acquisition. Fair values have been determined by an independent valuer. The excess of cost of acquisition over the fair value of the assets acquired and liabilities assumed is recognized as goodwill.

Notes to unaudited proforma consolidated financial information for the year ended 31 March 2021:

2. **Basis of Presentation**

The unaudited proforma consolidated financial information for the year ended 31 March 2021 of the Group comprises of unaudited proforma consolidated statement of profit and loss (including other comprehensive income) for the year ended March 31, 2021, read with the notes to the unaudited proforma consolidated financial information (together referred to as "unaudited proforma consolidated financial information").

The unaudited proforma consolidated financial information is prepared for the purposes of inclusion in the Red Herring Prospectus ('RHP") and Prospectus in connection with the offering of the equity shares of the Company to persons reasonably believed to be "qualified institutional buyers" ("**QIBs**") as defined in Rule 144A under the U.S. Securities Act of 1933, as amended ("U.S. Securities Act"), as part of the overall proposed initial public offering (the "**Offering**") of equity shares of the Company as per the provisions of Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the "**SEBI ICDR Regulations**")

The unaudited proforma consolidated financial information have been prepared in accordance with Article 11-01 and 11-02 of Regulation S-X of the U. S. Securities Act to reflect the material acquisition of NVL.

Because of their nature, the unaudited proforma consolidated financial information addresses a hypothetical situation and, therefore, do not represent NVCL's actual consolidated financial information. They purport to indicate the results of operations that would have resulted had the acquisition been completed at the beginning of the year presented (April 1, 2020). The proforma adjustments are based upon available information and assumptions that the management of NVCL believes to be reasonable. The unaudited proforma consolidated statement of profit and loss (including other comprehensive income) for the year ended March 31, 2021 is presented for illustrative purposes only and does not reflect the costs of any integration activities or cost savings or synergies that may be achieved as a result of the acquisition. Actual results may differ materially from the results reflected in unaudited proforma consolidated financial information.

As per the requirement of the U.S. Securities Act, a proforma balance sheet as of the most recent balance sheet date of the registrant/issuer should be included in the registration statement/offer document, unless the acquisition is already reflected in the historical balance sheet included in the registration statement/offer document. Accordingly, a proforma balance sheet would only be required if the historical balance sheet of the registrant/issuer included in the registration statement/offer document does not reflect the consummated business combination. The restated consolidated Ind AS summary statements of the Group, which is included elsewhere in the RHP and Prospectus, reflects the impact of the material business combination of NVL from July 14, 2020 being the acquisition date and accordingly a proforma balance sheet as at March 31, 2021 have not been prepared and presented in the unaudited proforma consolidated financial information.

Further, proforma statement of profit and loss (including other comprehensive income) should generally be included for the most recent fiscal year and interim period in the registration/offer document of the registrant/issuer, unless the business combination is already reflected in the historical income statement for the entire period. Thus, based on the requirement of the U.S. Securities Act, the unaudited consolidated proforma financial information for the year ended March 31, 2021 have been prepared and presented in the registration/offer document.

The unaudited proforma consolidated financial information combine Group's Restated Consolidated Ind AS Summary Statements of Profit and Loss (including other comprehensive income) for the year ended March 31, 2021 included elsewhere in the RHP and Prospectus with NVL's special purpose Interim Condensed Statement of Profit and Loss (including other comprehensive income) for the period from April 1, 2020 to July 13, 2020 respectively, as if the acquisition occurred on April 1, 2020. In other words, the unaudited proforma consolidated financial information has been prepared by combining the restated consolidated Ind AS summary statement of profit and loss (including other comprehensive income) of NVCL for the year ended March 31, 2021 included elsewhere in the RHP and Prospectus, which incorporates the financial performance of NVL for the period starting from July 14, 2020 to March 31, 2021 (i.e. period after acquisition date) with the special purpose Interim Condensed Statement of Profit and Loss (including other comprehensive income) of NVL for the period April 1, 2020 to July 13, 2020 and giving impact to the proforma adjustments as explained in Note 3 below.

3. **Proforma Adjustments:**

a) **Depreciation on the value upliftment on account of fair valuation of Property, Plant and Equipment (PPE) and intangible assets as on acquisition date:**
The historical information of the Group (i.e. the restated consolidated Ind AS summary statement of Profit and loss (including other comprehensive income) for the year ended March 31, 2021) included elsewhere in the RHP and Prospectus already reflects the amount of depreciation after the acquisition date (i.e. for the period July 14, 2020 to March 31, 2021) on the value upliftment of PPE and intangible assets as per the Purchase Price Allocation (PPA) report of an independent valuer. The unaudited proforma consolidated financial information has been prepared as if the acquisition has taken place on April 1, 2020. Therefore, the proforma adjustments for the depreciation/amortisation amounting to INR 199.12 million for the year ended March 31, 2021 were made in the unaudited proforma consolidated financial information as an addition under the head "Depreciation and amortisation expense".

b) **Finance costs**
The financing of the transaction was done partly by way of, inter alia, borrowings (as mentioned in the table below) which were used to discharge the purchase consideration for the acquisition of "Nu Vista Limited" (Formally "Emami Cement Limited"). The interest expense on such borrowings for the period from July 14, 2020 till March 31, 2021 has already been considered in the restated consolidated Ind AS summary statement of Profit and loss (including other comprehensive income) for the year ended March 31, 2021 included elsewhere in the RHP and Prospectus. An interest expense for the period beginning April 1, 2020 to July 13, 2020 (i.e. before acquisition period) of INR 217.15 million on these loan amounts have been recorded in the unaudited proforma consolidated financial information as an addition under the head "Finance Costs". For the purposes of calculating interest expense on such borrowings, the loans are assumed to have been taken on April 1, 2020.

Details of borrowings taken to finance the acquisition:

Particulars	Amount in million
8.75% Secured listed non-convertible debenture	3,812.30
Inter-corporate Deposit from Niyogi Enterprise Private Limited	4,000.00
Term Loan from Axis Bank Limited	5,700.00
	13,512.30

c) **Direct, incremental costs of the acquisition –**

In case of direct, incremental costs of the acquisition which are reflected in the historical financial statements of either NVCL or NVL, an adjustment is made to remove those costs from the unaudited proforma consolidated financial information for the year ended March 31, 2021 as these are material non-recurring charges that result directly from the acquisition. Thus the decrease under the head "Other Expenses" amounting to INR 389.58 million in the unaudited proforma statement of Profit and loss (including other comprehensive income) for the year ended March 31, 2021, reflects the expenses incurred for the transactions-related costs associated with the acquisition of NVL, incurred by both NVCL and NVL, including success-based investment banker fees, professional fees and other costs. These amounts does not include estimates for the fees that are not readily determinable or factually supportable.

These costs are excluded from the unaudited pro forma consolidated financial information as they are non-recurring charges directly attributable to the acquisition.

d) **Tax impact of proforma adjustments given in point a), b) and c) above-**

Proforma adjustment	**Tax impact for the year ended 31 March 2021**
a) Depreciation on the value upliftment on account of fair valuation of PPE and intangible assets as on acquisition date	Deferred tax credit of Rs. 69.58 million
b) Finance cost	Current tax credit of Rs. 75.89 million
c) Direct incremental costs of the acquisition	Current tax charge of Rs. 136.14 million

e) **Intra group eliminations:**
This represents intra group elimination adjustments in respect of transactions between NVCL and NVL that have been eliminated from the unaudited proforma consolidated financial information as stated below:

Particulars	**For the year 31 March 2021 (INR in million)**
Revenue from operation	48.49
Consumption of Raw Material	48.49

4. <u>Earnings per share (EPS):</u>

The Company issued 54,545,455 and 18,181,819 number of equity shares in June 2020 and July 2020 respectively. Out of which, funds from issue of 51,818,637 and 18,181,819 number of equity shares respectively have been used to fund the acquisition.

Further, the Company issued 50,000,000 numbers of Compulsory and Mandatorily Convertible Debentures (CCDs) of Rs. 100 each. Proceeds of this issue have been used to fund the acquisition.

Proforma basic EPS calculation for the year ended March 31, 2021 have been based on unaudited proforma consolidated financial information and the weighted average number of equity shares and the CCD outstanding during the year, assuming that the equity shares and CCDs to fund the acquisition were issued on the 1st day of the earliest year presented (1st April 2020).

5. Other than as mentioned above, no additional adjustments have been made to the unaudited proforma consolidated financial information to reflect any operation results or other transactions of the Company entered into subsequent to March 31, 2021.

As per our report of even date attached

For **MSKA & Associates**
Chartered Accountants
Firm Registration No. 105047W

Siddharth Iyer
Partner
Membership No. 116084

Place : Mumbai
Date : July 3, 2021

For and on behalf of the Board of Directors of
Nuvoco Vistas Corporation Limited
CIN: U26940MH1999PLC118229

Jayakumar Krishnaswamy
Managing Director
DIN: 02099219

Bhavna Doshi
Director
DIN: 00400508

Maneesh Agrawal
Chief Financial Officer

Shruta Sanghavi
Company Secretary

Place : Mumbai
Date : July 3, 2021

OTHER FINANCIAL INFORMATION

The audited standalone financial statements of our Company and the Subsidiary as at and for the year ended March 31, 2021, March 31, 2020, and March 31, 2019 and the reports thereon dated May 21, 2021, June 24 2020 and May 7, 2019, respectively ("**Standalone Financial Statements**") are available at www.nuvoco.com. Our Company is providing a link to this website solely to comply with the requirements specified in the SEBI ICDR Regulations. The Standalone Financial Statements do not constitute, (i) a part of the Draft Red Herring Prospectus, (ii) this Red Herring Prospectus, or (iii) the Prospectus, a statement in lieu of a prospectus, an offering circular, an offering memorandum, an advertisement, an offer or a solicitation of any offer or an offer document to purchase or sell any securities under the Companies Act, 2013, the SEBI ICDR Regulations, or any other applicable law in India or elsewhere in the world. The Standalone Financial Statements should not be considered as part of information that any investor should consider to subscribe for or purchase any securities of our Company, or any entity in which it or its shareholders have significant influence (collectively, the "**Group**") and should not be relied upon or used as a basis for any investment decision. Due caution is advised when accessing and placing reliance on any historic or other information available in the public domain. None of the Group or any of its advisors, nor any Book Running Lead Managers or the Promoter Selling Shareholder, nor any of their respective employees, directors, affiliates, agents or representatives, accept any liability whatsoever for any loss, direct or indirect, arising from any information presented or contained in the Standalone Financial Statements, or the opinions expressed therein.

Set forth below are the details of accounting ratios as at Fiscals 2021, 2020 and 2019 calculated on the basis of the Restated Financial Statements:

(in ₹ million, except otherwise stated)

Particulars	Fiscal 2021	Fiscal 2020	Fiscal 2019
Net worth	69,594.46	54,149.49	51,269.44
Less: reserve on revaluation on land	NIL	NIL	NIL
Net worth as per regulation 2(1)(hh) of SEBI ICDR Regulations	69,594.46	54,149.49	51,269.44
Profit attributable to the owners of the company	(259.19)	2,492.55	(264.88)
Weighted average no. of Equity Shares outstanding during the period / year			
- For basic earnings per Equity Share (₹)	318,189,602	242,361,787	242,361,787
- For diluted earnings per Equity Share (₹)	318,189,602	242,361,787	242,361,787
Restated basic earnings per share (₹)	(0.82)	10.28	(1.09)
Restated diluted earnings per share (₹)	(0.82)	10.28	(1.09)
Return on net worth (%)	(0.37%)	4.60%	(0.52%)
Net assets value per Equity Share of face value ₹ 10 (₹)	232.43	217.83	249.41
EBITDA	14,943.54	13,338.49	9,714.35

Notes:

1. *The above ratios are calculated as under:*
   a. *Basic earnings per share = Net profit attributable to equity shareholders/ Weighted average number of shares outstanding during the year*
   b. *Diluted earnings per share = Net profit attributable to equity shareholders/ Weighted average number of diluted potential shares outstanding during the year*
   c. *Return on net worth (%) = Net profit attributable to equity shareholders/ Net worth as the end of the year*
   d. *Net asset value (₹) = Total Equity/ Number of equity shares as the end of the year*
   e. *Net worth = Net worth as per regulation 2(1)(hh) of SEBI ICDR Regulations*

2. *Earnings per share (EPS) calculation is in accordance with Indian Accounting Standard (Ind AS 33 - Earnings per share).*

3. *EBITDA stands for earnings before interest, taxes, depreciation and amortisation (Restated profit/ (loss) for the year + tax expense + exceptional items + Finance costs + depreciation and amortisation).*

4. *The following table shows the working for Net worth as per regulation 2(1)(hh) of SEBI ICDR Regulations:*

(in ₹ million)

Particulars	*Fiscal 2021*	*Fiscal 2020*	*Fiscal 2019*
Equity share capital	*3,150.89*	*2,423.62*	*2,000.00*
Securities premium	*36,913.82*	*21,966.22*	*21,971.97*
Capital redemption reserve	*233.33*	*233.33*	*233.33*
General reserve	*900.00*	*900.00*	*900.00*

Particulars	***Fiscal 2021***	***Fiscal 2020***	***Fiscal 2019***
Statutory reserve under section 45IC of the Reserve Bank of India Act, 1934	*0.12*	*0.12*	*0.12*
Retained earnings	*28,396.30*	*25,999.99*	*21,228.95*
Debenture redemption reserve	*-*	*2,626.21*	*4,935.07*
Net worth as per SEBI ICDR Regulations	***69,594.46***	***54,149.49***	***51,269.44***

Depending on the date of the listing of the Equity Shares on the Stock Exchanges, our Company may be required to publish our unaudited financial statements for the three months ended June 30, 2021 in accordance with SEBI Listing Regulations.

CAPITALISATION STATEMENT

The following table sets forth our Company's capitalisation as at March 31, 2021, on the basis of the Restated Financial Statements, and as adjusted for the Offer. This table should be read in conjunction with the sections titled "***Risk Factors***", "***Financial Statements***" and "***Management's Discussion and Analysis of Financial Condition and Results of Operations***", on pages 25, 250 and 357, respectively.

(in ₹ million, except ratio)

Particulars	Pre-Offer as at March 31, 2021	As adjusted for the Offer
Borrowings:		
Current borrowings	1,977.83	[●]
Non-current borrowings (A)	55,612.28	[●]
Current maturities of long-term debt (B)	18,829.91	[●]
Total borrowings (C)	**76,420.02**	[●]
Equity:		
Equity share capital	3,150.89	[●]
Other equity	70,086.32	[●]
Total equity (D)	**73,237.21**	[●]
Ratio: Non-current borrowings (including current maturities of long-term debt) (A+B) /Total equity (D)	1.02	[●]
Ratio: Total borrowings (C)/ Total equity (D)	1.04	[●]

Notes:

3. As per the Restated Financial Statements.

4. The corresponding post capitalisation data for each of the amounts given in the above table is not determinable at this stage pending the completion of the Book Building Process and hence the same have not been provided in the above statement.

FINANCIAL INDEBTEDNESS

We avail loans in the ordinary course of business for meeting our working capital and business requirements. We have obtained the necessary consents and issued the necessary intimations required under the relevant loan documentation for undertaking activities, such as, among others, change in the Board of Directors and change in the shareholding pattern.

Pursuant to the Articles of Association and applicable provisions of the Companies Act, 2013 and pursuant to the resolution dated April 7, 2021 passed by the Board and the special resolution dated April 7, 2021 passed by the Shareholders, the Board is entitled to borrow money, as and when required, including without limitation, from any bank, financial institution, foreign lender, body corporate, entity, either in rupees or in such other foreign currencies as may be permitted by law from time to time and in any manner, in any form, long/short-term borrowings, fund based/non-fund based working capital facility (including consortium banking, if any), issue of securities/debentures, external commercial borrowings, with or without providing security or in any other manner and upon such terms and conditions, as may be deemed appropriate by the Board for an aggregate amount not exceeding a sum of ₹ 100,000 million, notwithstanding that the money so borrowed together with the monies already borrowed by our Company, if any (apart from the temporary loans obtained or to be obtained from time to time from the bankers in the ordinary course of business and remaining outstanding) exceed the aggregate of the paid-up share capital, free reserves and securities premium of our Company.

The details of aggregate indebtedness of our Company and the Subsidiary as on June 30, 2021 is set forth below:

Particulars	Sanctioned amount as on June 30, 2021 *(in ₹ million)*	Outstanding amount as on June 30, 2021 *(in ₹ million)*
Fund based		
Secured		
Term loans$	56,095.40	44,370.64
Working capital facilities*		
-Fund based**	10,764.28	1,758.82
Non-convertible debentures	16,500.00	17,143.03
Unsecured		
Non-convertible debentures	6,000.00	6,535.62
Commercial Papers	1,500.00	1,494.07
Working capital facilities*		
-Fund based	389.81	-
Total (A)	**91,249.49**	**71,302.18**
Non-fund based		
Secured		
Working capital facilities*		
-Non-fund based***	3,155.72	2,515.76
Other Non-fund based facilities	1,808.60	1,692.10
Unsecured		
Working capital facilities*		
Non-fund based	310.19	310.19
Total (B)	**5,274.51**	**4,518.05**
Total (A+B)	**96,524.00**	**75,820.23**

** Fund based limits are interchangeable with non-fund based limits for the Company.*

*** Kotak Mahindra Bank's fund based limits (₹ 695.00 million) are interchangeable with non-fund based limits of ₹ 500.00 million with letter of credit of the Company.*

**** Out of the ₹ 375.00 million sanctioned by State Bank of India, ₹ 97.80 million has been carved out and allocated for the dedicated e-rail freight account and other location payment accounts for carrying out the day to day operation of the Company.*

Principal terms of the borrowings availed by our Company and the Subsidiary

The details provided below are indicative and there may be additional terms, conditions and requirements under the various borrowing arrangements entered into by us:

1. ***Interest:*** In terms of the loans availed by us, the interest rate is typically tied to a base rate/MCLR as specified by respective lenders with varying reset options. The base rate/MCLR may vary from lender to lender. In terms of the cash credit facilities/working capital facilities availed by us, the interest rate is typically tied to MCLR or is fixed as on a particular date.

   Our Company has also issued rated, secured, listed and redeemable NCDs in compliance with the SEBI Debt Listing Regulations. For such borrowings, our Company enters into certain borrowing documentation including debenture trust deeds, and in terms such borrowing documentation, a specified coupon rate is to be paid per annum.

2. ***Validity/Tenor:*** The tenor of the term loan availed by us ranges from 42 months to about 144 months and tenor of working capital facilities (including bank guarantee facilities) ranges from 30 days to 60 months, with an option of renewal. The tenor of some of the term loans include a moratorium period from the date of first disbursement as stipulated under relevant financing documents.

   The tenor of the NCDs issued by our Company typically ranges from 12 months to 60 months (calculated from the date of deemed allotment).

3. ***Security:*** In terms of borrowings availed by us where security needs to be created, such security typically includes:

   (a) Charge by way of hypothecation on movable fixed assets, book debts (to the extent permitted by law), stock, and all other current assets, both present and future; and

   (b) Charge by way of mortgage on movable fixed assets and immovable assets, owned or leased, both present and future.

   There may be additional requirements for creation of security under the various borrowing arrangements entered into by us.

4. ***Repayment:*** The term loans availed by us are typically repayable in equal quarterly instalments and the working capital facilities (including our overdraft facilities) are typically repayable on demand. Further, in terms of the NCDs, the redemption period typically ranges from 12 months to 60 months.

5. ***Prepayment Penalty:*** Some of the loan facilities availed by us do not permit us to prepay such loans for certain stipulated period, without attracting a prepayment penalty. Some of the facilities availed by us carry a prepayment penalty which typically ranges from 0.25% to 3.00% on the pre-paid amount or on the outstanding amount, as applicable, or such other penalty as may be levied at the discretion of the lenders. Certain facilities availed by our Company allow prepayment without any prepayment penalty, subject to such prepayment being made during a stipulated period or such prepayment being made from out of the internal accruals of our Company or the Net Proceeds or permitted mezzanine debt. Similarly, certain facilities availed by the Subsidiary allow prepayment without any prepayment penalty, subject to such prepayment being made during a stipulated period or such prepayment being made from out of the internal accruals of the Subsidiary.

6. ***Penal Interest***: The terms of the facilities availed by us prescribe penalties for delayed payment or default in the repayment obligations, delay in creation of the stipulated security or certain other specified obligations, which typically ranges from 0.25% to 2.00% over and above the applicable interest rate.

7. ***Key Covenants:*** Several of borrowing arrangements entered into by us with various lenders entail various restrictive covenants and conditions restricting certain corporate actions, and we are required to take the prior approval of, or provide prior intimation to, the respective lender before carrying out such actions, including for:

   (a) any change or modification in our ownership;

   (b) any change or modification in our capital structure;

   (c) any alteration in our constitutional documents;

(d) any change in our management;

(e) any circumstance adversely affecting the financial position of the subsidiaries/ group companies or companies in which we have invested, including any action taken by any creditor;

(f) any change in general nature in business or undertake any expansion or invest in any other entity leading to material effect on our financial capability; and

(g) any change in shareholding resulting in the shareholding of the promoters to fall below 51% of our total share capital.

Please note that the above mentioned list is indicative and there may be additional restrictive or financial covenants (such as fixed assets coverage ratio, net debt to EBITDA, debt service coverage ratio, net debt / tangible net worth, interest service coverage ratio, etc.) and conditions where we may be required to take prior written consent or intimate the respective lender under the various borrowing arrangements entered into by us.

8. ***Events of Default:*** In terms of borrowing arrangements for the facilities availed by us, the occurrence of any of the following events, among others, constitute an event of default:

i. non-payment or defaults of any amount including the principal, interest or other charges;

ii. cross default;

iii. change in ownership, management, and/or control, resulting in the shareholding of the promoters to fall below 51% of the total share capital of our Company, without prior written consent of the lender;

iv. all or substantially all of the undertakings, assets or properties or the interest therein being nationalised, expropriated or compulsorily acquired by the authority of the government;

v. failure to create, perfect or maintain security in the opinion of the lender as provided for the secured borrowings;

vi. upon any distress, attachment, execution, or other process or enforcement of any of the securities;

vii. use of facilities for a purpose other than for which they were sanctioned;

viii. breach of any representation, warranty, declaration, covenant or undertaking furnished by us under the loan documentation or such representation and warranty being proven untrue, incorrect or misleading in any materially adverse respect at the time it was made; and

ix. upon happening of any circumstance or event which would or is likely to prejudicially or adversely affect in any manner the capacity to repay the loan.

Please note that the abovementioned list is indicative and there may be additional terms that may amount to an event of default under the various borrowing arrangements entered into by us.

9. ***Consequences of occurrence of events of default:*** In terms of borrowing arrangements entered into by us with various lenders, for the facilities availed by us, upon the occurrence of events of default, the concerned lenders may:

(a) suspend or cancel any of the obligations for any advance under the loan documentation;

(b) enforce security provided by us;

(c) require us to obtain their prior written consent to declare or pay any dividend to the shareholders during any Financial Year, unless the dues of such lender have been paid or satisfactory provisions for payment thereof have been made;

(d) accelerate payment of all or part of the facility or declare payment of all or part of the facility on demand;

(e) carry out technical, legal and/or financial inspection of our business, facilities and books of account with the assistance of our representative at our cost;

(f) charge penal interest on the outstanding amounts.

Please note that the abovementioned list is indicative and there may be additional terms that may amount to an event of default under the various borrowing arrangements entered into by us.

Further, our Company has also issued Kotak CCDs as a part of external fund raising for the purpose of acquisition of the Subsidiary, NU Vista. For details with respect to the Kotak CCDs, see "***Capital Structure***", "***History and Certain Corporate Matters - Summary of Material Agreements***" and "***Financial Statements - Note 52***" on pages 91, 215 and 336, respectively. Further, under the terms of the NCDs issued by the Promoter Selling Shareholder, the Promoters are subject to certain restrictive covenants including in relation to the shareholding of the Promoters in our Company. By letters dated April 28, 2021, the NCD holders, have given consent to the Promoter Selling Shareholder for the sale of the Offered Shares as part of the Offer for Sale and other Offer related actions.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

*Investors should read the following discussion in conjunction with our Restated Consolidated Ind AS Summary Statement as of and for Fiscals ended March 31, 2021, 2020 and 2019, including the related annexures. The Restated Consolidated Ind AS Summary Statement have been prepared under Indian Accounting Standards ("**Ind AS**") notified under the Companies (Indian Accounting Standards) Rules, 2015, as amended, read with Section 133 of the Companies Act, 2013 to the extent applicable.*

Our Fiscal ends on March 31 of each year. Accordingly, all references to a particular Fiscal are to the 12-month period ended March 31 of that year.

*This discussion contains forward-looking statements that involve risks and uncertainties and reflects our current view with respect to future events and financial performance. Actual results may differ from those anticipated in these forward-looking statements as a result of factors such as those set forth under "**Forward-looking Statements**" and "**Risk Factors**" on pages 16 and 25, respectively.*

*In July 2020, we completed the acquisition of NU Vista Limited (formerly known as Emami Cement Limited), the Subsidiary. The Proforma Financial Statements included in this Red Herring Prospectus and referred to in this section have been prepared to reflect the impact of the inclusion of the Subsidiary by us (on a consolidated basis) for Fiscal 2021. For further information, see "**Summary Financial Information**" and "**Financial Statements**" on pages 76 and 250, respectively.*

In this section, unless otherwise indicated or the context requires, a reference to "we", "us" or "our": (1) for any period prior to July 14, 2020 is a reference to the Group (excluding the Subsidiary) and (2) for any period post July 14, 2020 is a reference to the Group, including the Subsidiary (on a consolidated basis). Except as otherwise indicated, all operational data presented in this section is presented for the Group on a consolidated basis (including the Subsidiary) as of/for Fiscals 2021, and for the Group, excluding the Subsidiary, as of/for Fiscal 2020 and Fiscal 2019. Further, the restated financial statements as of and for Fiscal 2021 reflect the acquisition of the Subsidiary for the period July 14, 2020 to March 31, 2021.

The industry-related information contained in this section is derived from the CRISIL Report. We commissioned a report titled "Overview of Indian Cement Industry" released in April 2021 prepared by CRISIL Research for the purposes of confirming our understanding of the industry in connection with the Offer. Neither we, nor any other person connected with the Offer, including the BRLMs, has independently verified the information in the CRISIL Report or other publicly available information cited in this section.

Overview

We are the fifth largest cement company in India and the largest cement company in East India in terms of capacity. (*Source: CRISIL Report).* As of December 31, 2020, our cement production capacity constituted approximately 4.2% of total cement capacity in India, 17% of total cement capacity in East India and 5% of total cement capacity in North India, and we are one of the leading ready-mix concrete manufacturers in India (*Source: CRISIL Report*).

We are promoted by Dr. Karsanbhai K. Patel, who is a successful entrepreneur and is associated with the Nirma Group. The Nirma Group is a diversified conglomerate that manufactures products ranging from chemicals to detergents, soaps, healthcare products and real estate development. The Nirma Group forayed into the cement business in 2014 through a greenfield cement plant in Nimbol. Thereafter, as a part of the Nirma Group we have grown the cement businesses, through acquisitions such as the acquisition of the Indian cement business of LafargeHolcim in 2016 and in 2020 by acquiring NU Vista. Earlier, in February 2020, we completed the merger of the cement undertaking of Nirma Limited located at Nimbol, Rajasthan with our Company. We have grown from being solely cement based to a building materials company with a vision to "Build a Safer, Smarter and Sustainable world".

As of March 31, 2021, we have 11 Cement Plants (eight in East India and three in North India). Our Cement Plants are in the states of West Bengal, Bihar, Odisha, Chhattisgarh and Jharkhand in East India and Rajasthan and Haryana in North India, while our RMX Plants are located across India. As of March 31, 2021, our Cement Plants have an installed capacity of 22.32 MMTPA. Three of our plants in East India are integrated units and five plants are grinding units. Two of our plants in North India are integrated units and the third is a blending unit. We have waste heat recovery systems at all our integrated plants with a total capacity of 44.7 MW, solar

power plants with a total capacity of 1.5 MW and captive power plants with generation capacity of 105 MW. As of March 31, 2021, these generate 50.43% (on a proforma basis) of our total power requirements.

As of March 31, 2021, we operate 49 RMX Plants which are in key states in India, enhancing our pan-India presence. See "***Business - Raw Materials, Power and Fuel Production***" on page 188 for details of our mining reserves.

Our Cement Plants are strategically located with road and rail connectivity to our key markets of East India and North India. Our plants are also located in proximity to our limestone reserves and other raw materials, such as slag and fly ash. We transport clinker from our integrated Cement Plants to our grinding units via rail and road. Gypsum, coal, slag and pet coke, which are essential raw materials for the manufacture of cement and generation of power for our captive power plants, are sourced via rail and road. We have captive railway sidings at six of our plants, these give us a significant competitive advantage in transporting raw materials and finished products from these plants.

We are the fastest growing cement company in terms of capacity addition on percentage terms with installed capacity doubling over the last five years post the acquisition of NU Vista (Source: CRISIL Report). According to CRISIL, we were one of the players to increase market share in the last two years. For Fiscals 2021, 2020 and 2019, the total capacity utilisation of our plants in North India, calculated on the basis of total production capacity, was 72.67%, 83.79% and 85.59% respectively. During the same periods, the total capacity utilisation of our plants in East India, calculated based on total production capacity, was 79.16%, 93.39% and 97.12% respectively. For Fiscals 2021, 2020 and 2019, the total capacity utilisation of all our plants across India, calculated based on total production capacity, was 77.57%, 90.05% and 92.99% respectively. During the same periods, our total cement-to-clinker ratio across all units was 1.73, 1.73 and 1.72 respectively.

We distribute our products through the trade segment, which mainly caters to individual home buyers ("**Trade Segment**"), and the non-trade segment, which is mainly via direct sales to institutional and bulk buyers ("**Non-trade Segment**"). Our focus is on the Trade Segment, where our distribution channels are a mix of wholesale and retail dealers and a sub-dealer network. We have developed strong relationships with our channel partners over the years and built a loyal base of customers across our operational markets with the aim to achieve both our customers' and our own growth objectives. We operate through a range of distribution channels and direct sales to improve our reach to customers. As at March 31, 2021, we have 244 CFAs (162 in East India and 82 in North India) and 16,076 dealers in India (10,091 in East India and 5,985 in North India). Our institutional and corporate clients undertake bulk and large volume purchases. In Fiscal 2021, based on our proforma financials, our sales from the Trade Segment of the market constituted 73% (East India - 76%, North India - 56%, Central India - 79%) of total cement sales volume, whilst sales from the Non-trade Segment constituted 27% (East India - 24%, North India - 44% and Central India - 21%) of total cement sales volume.

We offer a range of over 50 products across cement, RMX and modern building materials. Our diversified portfolio includes products and brands as follows:

Cement

Our cement portfolio includes different types of Cement like Ordinary Portland Cement (OPC), Portland Slag Cement (PSC), Portland Pozzolana Cement (PPC) and Portland Composite Cement (PCC). As a part of our cement portfolio we have leading brands with multiple products under each brand including Concreto, Duraguard, Premium Slag Cement, Nirmax, Double Bull, Infracem and Procem. Our key brands include Concreto, Concreto Green, Duraguard, Duraguard Microfiber, Duraguard Waterseal, Duraguard Silver, Duraguard Rapidx Xtra, Premium Slag Cement, Nirmax Cement, Infracem Cement, Double Bull Cement, Procem Cement, Double Bull Master and Double Bull Subh. After being launched in 2004 Concreto has been one our best-selling brands, while Concreto and Duraguard are market leaders in terms of cement prices in the respective segment as well as regions (*Source: CRISIL Report).*

Ready Mix Concrete (RMX)

Our brand portfolio in our ready-mix concrete business includes Concreto, Instamix, Artiste and X-Con range of products. This portfolio includes products such as self-compacting concrete, decorative concrete, ready-to-use concrete, crack-resistant concrete, concrete with steel fibers, and lean concrete, as well as concrete with varied characteristics for specialty uses.

Modern Building Materials

Our modern building material products are a key differentiator for us. Our suite of products under this category include a range of construction chemicals, tile adhesives, wall putty, dry plaster, cover blocks and ready-mix dry concrete. Our modern building material products are marketed and sold under the "Zero M" and "Instamix" brands.

One of our key differentiators is our focus on innovation to introduce new and differentiated products that fulfill the gaps in the marketplace and so meet our customer requirements. We have a dedicated Construction Development and Innovation Centre ("**CDIC**") located in Mumbai. This NABL-accredited facility serves as the incubation centre for innovative products across the Cement, Ready Mix and Modern Building Materials businesses. For further information see *"**Business - Our Strengths - Strong research and development and technological capabilities**"* on page 164.

From Fiscal 2019 to 2021, our EBITDA for the year grew at a CAGR of 24.03%. The following table sets out our key financial metrics and ratios for the periods indicated:

Particulars	Restated Financial Statements and other information as of/for		
	Fiscal 2021	Fiscal 2020	Fiscal 2019
Total Income (₹ million)	75,226.93	68,299.44	71,058.88
EBITDA (₹) (1)	14,943.54	13,338.49	9,714.35
PAT (₹ million)(2)	(259.19)	2,492.55	(264.88)
EBITDA Margin (%)(3)	19.86%	19.53%	13.67%
PAT Margin (%)(4)	(0.34)%	3.65%	(0.37)%
ROE(%)(5)	(0.35)%	4.72%	(0.53)%
ROCE(%)(6)	4.21%	7.66%	4.30%
Net Debt (₹ million)(7)	67,300.63	39,524.15	40,455.80
Debt Equity Ratio(8)	0.92	0.75	0.81
Cement EBITDA per tonne (₹)(9)	966.00	1,082.54	732.96
Net Debt to EBITDA ratio	4.50	2.96	4.16

Particulars	Proforma Financial Statements and other information as of/for Fiscal 2021
Total Income (₹ million)	81,367.58
EBITDA (₹) (1)	16,455.04
PAT (₹ million)(2)	(678.42)
EBITDA Margin (%)(3)	20.22%
PAT Margin (%)(4)	(0.83%)
Cement EBITDA per tonne (₹)(9)	977.93

*(1) We define EBITDA as earnings before finance cost, income taxes and depreciation and amortisation. For further details and a reconciliation of EBITDA to our profit/(loss) for the year from our Restated Consolidated Ind AS Summary Statement or our Proforma Financial Statements for the years presented in the table above, please see "**- Non-GAAP Measures and Ratios**" on page 380.*

(2) PAT refers to our profit/(loss) for the years from our Restated Consolidated Ind AS Summary Statement or our Proforma Financial Statements for the years presented in the table above.

(3) EBITDA Margin is the ratio of our EBITDA to Total Income for the years presented in the table above, expressed as a percentage.

(4) PAT Margin is the ratio of our PAT to Total Income for the years presented in the table above, expressed as a percentage.

(5) ROE is the ratio of our restated profit/loss for the years to our restated total equity for the years presented in the table above, expressed as a percentage.

*(6) ROCE is the ratio of our earnings before interest and tax ("**EBIT**") to our capital employed (which is the difference between assets and liabilities) for the years presented in the table above, expressed as a percentage. For further details and reconciliations our EBIT to our restated profit/(loss) for the years and capital employed to our total assets and liabilities from our Restated Consolidated Ind AS Summary Statement for the years presented in the table above, please see "**- Non-GAAP Measures and Ratios**" on page 380.*

*(7) We define net debt as our total borrowings (along with accrued interest) reduced by cash and bank balances and current liquid investments. For further details and a reconciliation of Net debt to our Restated Consolidated Ind AS Summary Statement for the years presented in the table above, please see "**- Non-GAAP Measures and Ratios**" on page 380.*

(8) We define debt to equity ratio as the ratio of our net debt to our restated total equity.

(9) Cement EBITDA means the EBITDA of the cement business which includes total Financial Income.

Note regarding non-comparability of financial statements

On July 14, 2020, we completed the acquisition of NU Vista Limited. As a result, our consolidated statement of profit and loss for Fiscal 2021 consolidates the results of operations of NU Vista Limited for the period July 14, 2020 to March 31, 2021. Further, our consolidated balance sheet as of March 31, 2021 consolidates the assets

and liabilities of NU Vista Limited as of such date. As a result, our financial statements for Fiscal 2021 are not directly comparable with our financial statements for Fiscal 2020 and Fiscal 2019.

Significant Factors Affecting our Results of Operations

Our results of operations and financial condition are affected by a number of important factors including:

Macroeconomic conditions and the impact of the COVID-19 pandemic

Since late 2019, the outbreak of COVID-19 has resulted in a global health crisis and triggered a global economic downturn and contraction. Governments across the world instituted measures in an effort to control the spread of COVID-19, including lockdowns, quarantines, shelter-in-place orders, school closings, travel restrictions, and closure of non-essential businesses. In order to contain the spread of COVID-19, the Government of India initially announced a 21-day lockdown on March 24, 2020, which, after being subject to successive extensions, has been progressively relaxed. State governments in India also announced state level lockdowns. In compliance with the lockdown orders announced by the governments of the states where our plants are located, we temporarily closed our Cement Plants and RMX Plants. We gradually re-opened our cement plants in compliance with state level directives over the months of April and May 2020 and all our Cement Plants were operational by May 2020. We also gradually restarted RMX operations from June 2020 onwards. The closure of our plants and movement restrictions imposed by governments adversely affected our sales and production volumes during this period. However, with the gradual re-opening of our plants from May 2020 onwards, we were able to ramp up our production levels and capacity utilisation. As a result, while our production and sales volumes remained low for the quarter ended June 30, 2020, they started to revive from the quarter ended September 30, 2020 and reached pre-pandemic levels during the quarter ended December 31, 2020. On a pro forma basis, our actual cement production and capacity utilisation for Fiscal 2021 was 16.80 million MT and 75.30%, respectively.

Further, even during the period of closure of our plants, we continued to incur fixed and semi-variable costs, which adversely impacted our profitability for March 31, 2021. According to government regulations, we were required to continue paying our employees and contract labour even during the periods that our plants and facilities were not operating (due to lockdown restrictions). We also continued to incur costs towards equipment hire and rentals during this period. These costs adversely impacted our profitability and margins for Fiscal 2021.

We also undertook various cost reduction measures, such as re-negotiation of contracts with our suppliers, optimisation of shutdown days and reduction in stores and spares consumption, which were aimed at managing our costs during March 31, 2021. We also took various measures to improve our liquidity by focusing more on a "cash-and carry" business model for our RMX business (i.e., reducing credit terms), evaluation of capital expenditure undertaken by us and robust inventory management. In recent months, our business has been impacted by the second wave of COVID-19 in India as a result of which several state governments in India re-imposed lockdowns, curfews and other restrictions to curb the spread of the virus. As a result, our production and sales volumes in the months of April and May 2021 were adversely impacted.

Further, substantially all of our business is directly related to construction activity and infrastructure developments in India and demand for our products is largely dependent on the output of the construction and real estate industries. The performance of these sectors is influenced by the general economic conditions prevalent in India. Overall economic growth and an increase in GDP are likely to result in an increase in demand for our products, thereby positively impacting our financial condition and results of operations. Conversely, a slowdown in the Indian economy could adversely affect our business, especially if such a slowdown were to be continued and prolonged. As a result of the COVID-19 related slowdown, residential construction activity and infrastructure projects had slowed down during the first half of Fiscal 2021. According to CRISIL Research, demand for cement revived post the festive season in the second half of Fiscal 2021 as a result of rural demand, increased government spending on infrastructure and housing segments and labour availability at construction sites. Additionally, key infrastructure projects on road, metros, irrigation and government thrust to revive housing segment would drive potential cement demand in near term *(Source: CRISIL Report)*. In addition, in East India, our sales are primarily to the trade segments (i.e., individual home buyers). While the sales to the non-trade segment slowed down significantly due to the impact of COVID-19, sales to the trade segment in East India continued to remain robust, thereby contributing to the growth in our revenues during Fiscal 2021.

Demand and Supply for Products in Eastern, Northern and Central India

Our sales volumes and results of operations are affected by the demand for and supply of cement in eastern and northern India, where we have historically made almost all our sales and where most of our cement operations are concentrated. We currently operate eight Cement Plants in East India and three Cement Plants in North India. These locations allow us to effectively sell and market our products in East and North India as well as access to select key markets in Central India. Since our manufacturing plants are located in the eastern and northern regions of India, our business and results of operations are dependent on the economic growth in these regions. The level of economic activity is influenced by a number of factors, including political and regulatory policy, funding received for housing and infrastructure projects from the central and state governments and climatic conditions such as monsoon and drought.

East India is the fastest growing markets for cement in India (*Source: CRISIL Report*). Our presence in this growth market enables us to benefit from the increased demand from these markets and ensure that our plants are highly utilised and ready to meet the demands of our customers. Further, CRISIL Research expects that East and Central India will continue to drive cement demand in India in the medium term, on the back of continued government focus on infrastructure and housing in the region (*Source: CRISIL Report*). Our manufacturing presence in East, North and Central India allows us to take advantage of this opportunity and sell our products in this market.

On the other hand, any slowdown in the economy in East, Central and North India or the overall Indian economy (in particular in the demand for housing and infrastructure) could adversely affect our business and results of operations.

Cost and Availability of Raw Materials and Power and Fuel

Our cost of materials consumed and power and fuel costs constitute a significant component of our cost structure. For Fiscals 2021, 2020 and 2019, the cost of materials consumed amounted to 13.72%, 18.65% and 19.67%, respectively, of our total income and power and fuel amounted to 18.03%, 17.94% and 19.34% of our total income. As we continue to grow our operations, we would need to procure additional volumes of raw materials and also incur power and fuel expenses towards the operation of our plants.

For the manufacture of cement, we grind clinker, which is produced from limestone. We have captive limestone mines across India which provide our manufacturing facilities with a secure and standard supply of high-quality limestone at low transportation costs. We have obtained the requisite mining leases from the relevant state government to mine the limestone deposits, under which we are subject to various obligations and restrictions. In addition to limestone, the principal raw materials that we require for our operations are iron ore, gypsum, fly ash and slag. While we have entered into long-term agreements for the purchase of slag and fly ash, we do not have any contractual arrangements for the purchase of balance slag, fly ash and other raw materials. We typically source such materials from third-party suppliers or the open market. We are thus exposed to fluctuations in availability and prices of our raw materials and we may not be able to effectively pass on all increases in cost of raw materials to our customers, which may affect our margins, results of operations and cash flows.

In relation to power and fuel, we have long-term arrangements for the supply of coal. We also source power from our captive power plants. Further, during Fiscal 2020, we installed waste heat recovery systems ("**WHRs**") at our Chittorgarh Cement Plant, Arasmeta Cement Plant and Sonadih Cement Plant and additional captive power plants at our Chittorgarh Cement Plant during Fiscal 2020, as a means to reducing our power and fuel expenses. WHRs channelise released energy into the plans and thereby save power costs. We are also constructing additional captive power plants in Arasmeta and Jojobera. These measures will help us in optimising our power and fuel costs going forward.

Our Recent Acquisitions and our Expansion Plans

Our recent acquisition of NU Vista and the merger of Nimbol were made with a view to expand our business and grow our manufacturing capacity, sales and distribution network and market position. Through organic growth and these strategic acquisitions, we have increased our cement production capacity from 11.74 MMTPA to 22.32 MMTPA as on March 31, 2021. In addition, our acquisitions have also allowed us to expand our distribution network and brand portfolio. The capacity addition and extension of distribution reach has resulted in higher capacity utilisation at our plants (except for the period impacted by the COVID-19 related lockdowns, as discussed above), increased overall revenues and profitability. We are also in the process of implementing certain projects to increase our manufacturing capacities and improve our operational efficiencies. For example,

we are undertaking a capacity expansion exercise at our Jojobera Cement Plant to increase its capacity to 6.45 MT per annum and at our Bhabua Cement Plant to increase its capacity to 2 MT per annum. We intend to undertake clinker debottlenecking at some of our integrated units located at Risda, Nimbol and Sonadih, with the aim of increasing clinker capacity by at least 5% by Fiscal 2023.

Further, we also have the option to undertake expansion in West India by utilising our limestone reserves in Chittapur, Gulbarga in Karnataka. We expect that our expansion plans will allow us to meet the anticipated increase in cement demand in the future, enable us to supply growing markets more efficiently and drive growth.

Competition and Pricing Pressure

The cement industry in India is highly competitive and we compete with domestic cement companies, as well as companies that operate as joint ventures with international cement companies. Our competitors may also make strategic acquisitions or establish co-operative relationships among themselves or with third parties, including dealers of cement, thereby increasing their ability to address the needs of our target customers. We depend on the strength of our brand to sell our products. We will be required to compete effectively with our existing and potential competitors, to maintain and grow our market share and in turn, our results of operations.

An increase in competition may also lead to lower cement prices and profit margins. Our pricing policy is based on several factors including the cost of operations and raw materials, our competitive position and the pricing of certain products in the markets. In the first quarter of Fiscal 2020, we implemented a price acceleration programme, which focuses on three elements:

- identifying warehouses through which we are able to sell our products at higher prices and increasing sales through these warehouses;
- reviewing discounts provided to our customers and benchmarking these to those provided by our competitors in the local markets; and
- focusing on premium products which command higher prices.

Our price acceleration programme has helped us increase the price realisation of our products and we expect will help with improving price realisation going forward as well.

Seasonal Variations

In line with the general trend in the cement/building materials industry, our business is subject to seasonal variations on account of lower demand for building materials during the monsoon season. Consequently, our revenues recorded during the months of June to September are typically lower compared to other periods. During the monsoons, construction activity is curtailed and we generally plan major repairs and maintenance of our plants and equipment during such times, to take advantage of the reduced demand, so as to ensure that plants and equipment are working efficiently when the demand usually picks up subsequent to the monsoons in the third quarter of a Fiscal.

Consequently, seasonal variations and adverse weather conditions may adversely affect our manufacturing and sales volumes and could therefore have a disproportionate impact on our results of operations during the relevant period.

Government Incentives

We are eligible to avail various incentives pursuant to the industrial policies of the governments of the states where our Cement Plants are located. In Fiscals 2021, 2020 and 2019, we availed of industrial promotional assistance amounting to ₹ 771.06 million, ₹ 474.59 million and ₹ 812.84 million, respectively, which is recognised in our revenue from operations. This does not include power subsidies, which are adjusted against our monthly power bills. We have also applied for incentives in relation to the capacity expansion at our Jojobera Cement Plant in Jharkhand.

These incentives are available to us for the periods stated in the respective policies (typically for periods of seven to ten years). These incentives are recognised in our revenue from operations and help in improving our overall profitability. There is no assurance that we will continue to enjoy these benefits in the future or will be able to obtain timely disbursement of such benefits. Further, state governments may also delay in the disbursement of subsidies under such schemes.

The growth of our RMX business

For Fiscals 2021 and 2020, sales of our RMX products amounted to 4.99% and 16.54% of our total sale of products. According to CRISIL Research, the RMX market in India is still in a nascent stage, as a relatively small percentage of cement production is converted into RMX, as against more than 50% in major developed countries. However, in the long run, RMX demand is expected to improve, as real estate demand sees a revival along with continued spending on infrastructure by the central government (*Source: CRISIL Report*). We believe that our presence in the RMX market provides us with an opportunity to grow our revenues in the future, as the market expands. Further, the prices of RMX products are more directly related to input costs, as compared to the price of cement, which is impacted by the competition in the relevant markets.

Recent Developments – impact of the 'second wave' of COVID-19

The second week of April 2021 saw a resurgence of COVID-19 in India, with a second wave of infections spreading across the country. In order to curb the spread of the virus, various state governments imposed lockdowns, curfews and other restrictions during the three months ended June 30, 2021. As a result, there was a slowdown in construction activity, which impacted the demand for cement in various parts of India. Consequently, our production and sales volumes were impacted (consistent with the industry as a whole) during the months of April and May 2021. Demand revived in the month of June 2021 (as the number of COVID-19 cases started reducing) leading to relaxations in restrictions imposed by governments.

Our production and sales volumes were lower for the three months ended June 30, 2021, compared to the immediately preceding quarter. For the three months ended June 30, 2021, our consolidated sales volume amounted to 4.23 million MT, as compared with 5.60 million MT for the three months ended March 31, 2021. There was an increase in our cement price per tonne (for the three months ended June 30, 2021, compared to the three months ended March 31, 2021) primarily driven by an increase in input costs.

There is no assurance that there will not be a further increase in COVID-19 cases in India, which could lead to further restrictions or other measures, resulting in an adverse impact on our business, financial condition and results of operations.

Critical Accounting Policies

Set forth below are the critical accounting policies used in the preparation of our financial statements:

Property, plant and equipment (PPE)

Property, plant and equipment are stated at cost comprising of purchase price and any initial directly attributable cost of bringing the asset to its working condition for its intended use, less accumulated depreciation (other than freehold land) and impairment loss, if any.

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

An item of spare parts that meets the definition of "PPE" is recognised as "PPE". The depreciation on such an item of spare part will begin when the asset is available for use i.e. when it is in the location and condition necessary for it to be capable of operating in the manner intended by management. In case of a spare part, as it may be readily available for use, it may be depreciated from the date of purchase of the spare part.

All other repairs and maintenance are charged to the statement of profit and loss during the reporting period in which they are incurred.

Capital work in progress ("**CWIP**") is stated at cost, net of accumulated impairment losses, if any. All the direct expenditure related to implementation including incidental expenditure incurred during the period of implementation of a project, till it is commissioned, is accounted as CWIP and after commissioning the same is transferred / allocated to the respective item of property, plant and equipment.

Pre-operating costs, being indirect in nature, are expensed to the statement of profit and loss as and when incurred. The present value of the expected cost for the decommissioning of an asset after its use is included in the cost of the respective asset if the recognition criteria for a provision are met.

Property, plant and equipment are eliminated from financial statement, either on disposal or when retired from active use. Gains or losses arising in the case of retirement of property, plant and equipment are recognised in the statement of profit and loss in the period of occurrence.

Depreciation methods, estimated useful lives and residual value

Depreciation (other than on mining land) is calculated on a straight-line basis to allocate the cost of assets, net of their residual values, over their estimated useful lives. Components having value significant to the total cost of the asset and life different from that of the main asset are depreciated over its useful life. The useful lives have been determined based on technical evaluation which are higher than those specified by Schedule II to the Companies Act, 2013, in order to reflect the actual usage of the assets. The useful lives so determined are as follows:

Asset Type	Useful life (in years)
Buildings and roads	1 to 60
Plant and machinery	1 to 50
Railway sidings and locomotives	30
Office equipment	1 to 20
Vehicles	5 to 10
Furniture and fixtures	1 to 15
Mining land	Amortised on the unit of production method based on extraction of limestone from mines

Cost of mineral reserve embedded in the cost of freehold mining land is depreciated in proportion of actual quantity of minerals extracted to the estimated quantity of extractable mineral reserves.

Depreciation on items of property, plant and equipment acquired / disposed of during the period is provided on pro-rata basis with reference to the date of addition / disposal.

Residual values, useful life of assets and methods of depreciation of property, plant and equipment are reviewed at the end of each financial period.

Intangible Assets

Intangible assets are recognised when it is probable that the future economic benefits that are attributable to the assets will flow to us and the cost of the asset can be measured reliably.

Intangible assets acquired separately are measured at cost on initial recognition. The cost of intangible assets acquired in a business combination is their fair value at the date of acquisition. Following initial recognition, intangible assets are carried at cost less any accumulated amortisation and accumulated impairment losses, if any.

Internally generated intangibles, excluding capitalised development costs, are not capitalised and the related expenditure is reflected in profit and loss in the period in which the expenditure is incurred.

Amortisation methods, estimated useful lives and residual value

Intangible assets are amortised on a straight line basis over their estimated useful lives based on underlying contracts where applicable, except for mining rights.

The useful lives of intangible assets are assessed as either finite or indefinite. The useful lives so determined are as follows:

Asset Type	Useful life/ Basis of amortisation
Mining Rights	Amortised on the unit of production method based on extraction of limestone from mines but restricted up to the lease period (in case of Leasehold and Freehold Land)
Supplier agreement	(Finite) Up to the validity of the Contract
Trademark	(Finite) 10 years
Software	(Finite) 4 to 15 years

The amortisation period and the amortisation method for an intangible asset with a finite useful life are reviewed at least at the end of each reporting period.

Intangible assets with indefinite useful lives are not amortised, but are tested for impairment annually, either individually or at the cash-generating unit level. The assessment of indefinite life is reviewed annually and change if any in useful life from indefinite to finite is made on a prospective basis.

Impairment of non-financial assets

We assess, at each reporting date, whether there is an indication that an asset may be impaired. If any indication exists, or when annual impairment testing for an asset is required, we estimate the asset's recoverable amount. An asset's recoverable amount is the higher of an asset's or cash-generating unit's (CGU) fair value less costs of disposal and its value in use. Recoverable amount is determined for an individual asset, unless the asset does not generate cash inflows that are largely independent of those from other assets or groups of assets. When 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. In determining fair value less costs of disposal, recent market transactions are taken into account. If no such transactions can be identified, an appropriate valuation model is used.

We base our impairment calculation on detailed budgets and forecast calculations, which are prepared separately for each of our CGUs to which the individual assets are allocated. These budgets and forecast calculations generally cover a period of five years. For longer periods, a long-term growth rate is calculated and applied to project future cash flows after the fifth year. In any case the growth rate does not exceed the long term average growth rate for the products/industries in which the entity operates.

Impairment losses, are recognised in the statement of profit and loss

Goodwill and intangible assets with indefinite useful lives are tested for impairment annually and when circumstances indicate that the carrying value may be impaired. Impairment is determined for goodwill and intangible assets with indefinite useful lives by assessing the recoverable amount of each CGU (or group of CGUs) to which it relates. When the recoverable amount of the CGU is less than its carrying amount, an impairment loss is recognised. Impairment losses relating to goodwill and intangible assets with indefinite useful lives cannot be reversed in future periods.

Leases:

We evaluate each contract or arrangement, whether it qualifies as lease as defined under Ind AS 116.

The Group as a lessee:

We assess, whether the contract is, or contains, a lease at the inception of the contract or upon the modification of a contract. A contract is, or contains, a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration.

At the commencement of the lease contract, we recognise a Right-of-Use (RoU) asset at cost and corresponding lease liability, except for leases with a term of twelve months or less (short-term leases) and leases for which the underlying asset is of low value (low-value leases). For these short-term and low-value leases, we recognise the lease payments as an operating expense on a straight-line basis over the term of the lease.

The cost of the right-of-use assets comprises the amount of the initial measurement of the lease liability, adjusted for any lease payments made at or prior to the commencement date of the lease, any initial direct costs incurred by us, any lease incentives received and expected costs for obligations to dismantle and remove right-of-use assets when they are no longer used.

Subsequently, the right-of-use assets is measured at cost less any accumulated depreciation and accumulated impairment losses, if any. The right-of-use assets are depreciated on a straight-line basis from the commencement date of the lease over the shorter of the end of the lease term or useful life of the right-of-use asset.

Right-of-use assets are assessed for impairment whenever there is an indication that the balance sheet carrying amount may not be recoverable using cash flow projections for the useful life.

For lease liabilities at commencement date, we measure the lease liability at the present value of the future lease payments from the commencement date of the lease to end of the lease term. The lease payments are discounted using the interest rate implicit in the lease or, if not readily determinable, our incremental borrowing rate for the asset subject to the lease in the respective markets.

Subsequently, we measure the lease liability by adjusting carrying amount to reflect interest on the lease liability and lease payments made.

We remeasures the lease liability (and makes a corresponding adjustment to the related right-of-use asset) whenever there is a change to the lease terms or expected payments under the lease, or a modification that is not accounted for as a separate lease The portion of the lease payments attributable to the repayment of lease liabilities is recognised in cash flows used in financing activities. Also, the portion attributable to the payment of interest is included in cash flows from financing activities. Further, Short- term lease payments, payments for leases for which the underlying asset is of low-value and variable lease payments not included in the measurement of the lease liability is included in cash flows from operating activities.

The Group as a lessor:

In arrangements where we are the lessor, it determines at lease inception whether the lease is a finance lease or an operating lease. Leases that transfer substantially all of the risk and rewards incidental to ownership of the underlying asset to the counterparty (the lessee) are accounted for as finance leases. Leases that do not transfer substantially all of the risks and rewards of ownership are accounted for as operating leases. Lease payments received under operating leases are recognised as income in the statement of profit and loss on a straight-line basis over the lease term or another systematic basis. We apply another systematic basis if that basis is more representative of the pattern in which benefit from the use of the underlying asset is diminished.

Loans and borrowings measured at amortised cost

After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortised cost using the EIR method. Gains and losses are recognised in profit or loss when the liabilities are derecognised as well as through the EIR amortisation process.

Amortised cost is calculated by taking into account any discount or premium on acquisition and fees or costs that are an integral part of the EIR. The EIR amortisation is included as finance costs in the statement of profit and loss.

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 and loss.

Off-setting 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.

Inventories

Inventories are valued at the lower of cost and Net Realisable Value (NRV).

Raw materials: cost includes cost of purchase and other costs incurred in bringing the inventories to their present location and condition. Cost is determined on weighted average basis.

Finished goods and work in progress: cost includes cost of direct materials and labour and a proportion of manufacturing overheads based on the actual level of production which approximates normal operating capacity, but excluding borrowing costs.

Stores, spares and other supplies: cost includes cost of purchase and other costs incurred in bringing the inventories to their present location and condition. Cost is determined on weighted average basis. An item of stores and spares that does not meet the definition of 'property, plant and equipment' is recognised as a part of inventories.

Traded goods: cost includes cost of purchase and other costs incurred in bringing the inventories to their present location and condition. Cost is determined on weighted average basis.

Net Realisable Value is the estimated selling price in the ordinary course of business, less estimated costs of completion and the estimated costs necessary to make the sale.

Revenue Recognition

Sale of goods:

Revenue is measured at the fair value of the consideration received or receivable, on the basis of approved contracts for the transfer of goods or services with the customer which the entity expects to be entitled in exchange for those goods or services. Revenue from sale of goods is recognised at a point in time net of returns and allowances, related discounts, incentives and volume rebates after the control over the goods sold are transferred to the customer, which is generally on dispatch/delivery of goods.

Returns, allowances, incentives, volume rebates, discounts etc. are estimated considering the terms of various schemes with customers using expected value method and revenue is only recognised to the extent that it is highly probable that significant reversal will not occur.

Significant financing component - Generally, we receive short-term advances from its customers. Using the practical expedient in Ind AS 115, we do not adjust the promised amount of consideration for the effects of a significant financing component if it expects, at contract inception, that the period between the transfer of the promised good or service to the customer and when the customer pays for that good or service will be one year or less.

An entity collects Goods and Services Tax ("**GST**") on behalf of the government and not on its own account. Hence it should be excluded from revenue, i.e. revenue should be net of GST.

We had adopted Ind AS 115 from April 1, 2017 using the modified retrospective approach by applying Ind AS 115 to all the contracts that were not completed on April 1, 2017. The application of Ind AS 115 did not have any material impact on recognition and measurement principles for all periods presented (including year-ended March 31, 2018). However, it resulted in additional presentation and disclosure requirements for us, which has been given for all periods presented (including year-ended March 31, 2018).

Interest income

For all interest bearing financial assets interest income is recorded using the effective interest rate (EIR), which is the rate that exactly discounts the estimated future cash receipts over the expected life of the financial instrument or a shorter period, where appropriate, to the gross carrying amount of the financial asset. Interest income is included in other income in the statement of profit and loss.

Government grants

Government grants are recognised where there is reasonable assurance that the grant will be received and all attached conditions will be complied with. All the grants related to an expense item are recognised as income on a systematic basis over the periods that the related costs, for which it is intended to compensate, are expensed. When grants relates to an assets it is recognised as income in equal amounts over the expected useful life of the related asset.

Borrowing costs

Borrowing costs that are attributable to the acquisition, construction or production of a qualifying asset are capitalised as part of the cost of the asset till such time the asset is ready for its intended use or sale. A qualifying asset is an asset that necessarily requires a substantial period of time (generally over twelve months) to get ready for its intended use or sale.

All other borrowing costs are expensed in the period in which they occur.

Borrowing costs consist of interest and other costs that we incur in connection with the borrowing of funds.

Income tax

The Income tax expense or credit for the period is the tax payable on the current period's taxable income based on the applicable income tax rate for each jurisdiction adjusted by changes in deferred tax assets and liabilities attributable to temporary differences.

Current income tax assets and liabilities are measured at the amount expected to be recovered from or paid to the taxation authorities, based on the rates and tax laws enacted or substantively enacted, at the reporting date in the country where the entity operates and generates taxable income.

Current income tax relating to items recognised directly in equity is recognised in equity and not in the statement of profit and loss.

Management periodically evaluates positions taken in the tax returns with respect to situations in which applicable tax regulations are subject to interpretation and establishes provisions where appropriate.

Deferred Tax

Deferred tax is provided using the balance sheet approach on temporary differences at the reporting date between the tax bases of assets and liabilities and their corresponding carrying amounts for the financial reporting purposes at the reporting date.

Deferred tax liabilities are recognised for all taxable temporary differences, except:

- When the deferred tax liability arises from the initial recognition of goodwill or an asset or liability in a transaction that is not a business combination and, at the time of the transaction, affects neither the accounting profit nor taxable profit or loss

- In respect of taxable temporary differences associated with investments in subsidiaries, associates and interests in joint arrangements, when the timing of the reversal of the temporary differences can be controlled and it is probable that the temporary differences will not reverse in the foreseeable future

- Deferred tax assets are recognised for all deductible temporary differences, the carry forward of unused tax credits and any unused tax losses. Deferred tax assets are recognised to the extent that it is probable that taxable profit will be available against which the deductible temporary differences, and the carry forward of unused tax credits and unused tax losses can be utilised, except:

- When the deferred tax asset relating to the deductible temporary difference arises from the initial recognition of an asset or liability in a transaction that is not a business combination and, at the time of the transaction, affects neither the accounting profit nor taxable profit or loss

- In respect of deductible temporary differences associated with investments in subsidiaries, associates and interests in joint arrangements, deferred tax assets are recognised only to the extent that it is probable that the temporary differences will reverse in the foreseeable future and taxable profit will be available against which the temporary differences can be utilised

The carrying amount of deferred tax assets is reviewed at each reporting date and reduced to the extent that it is no longer probable that sufficient taxable profit will be available to allow all or part of the deferred tax asset to be utilised. Unrecognised deferred tax assets are re-assessed at each reporting date and are recognised to the extent that it has become probable that future taxable profits will allow the deferred tax asset to be recovered.

Deferred tax assets and liabilities are measured at the tax rates that are expected to apply in the year when the asset is realised or the liability is settled, based on tax rates (and tax laws) that have been enacted or substantively enacted at the reporting date.

Deferred tax relating to items recognised outside profit and loss is recognised outside profit and loss (either in other comprehensive income or in equity). Deferred tax items are recognised in correlation to the underlying transaction either in other comprehensive income or directly in equity.

Deferred tax assets and deferred tax liabilities are offset if a legally enforceable right exists to set off current tax assets against current tax liabilities and the deferred taxes relate to the same taxable entity and the same taxation authority.

Minimum alternate tax (MAT) paid in a period is charged to the Statement of Profit and Loss as current tax. We recognise MAT credit available as a deferred tax asset only to the extent that there is convincing evidence that we will pay normal income tax during the specified period, i.e., the period for which MAT credit is allowed to be carried forward. We review the "MAT credit entitlement" asset at each reporting date and writes down the asset to the extent we do not have convincing evidence that it will pay normal income tax during the specified period.

Employee benefits

All employee benefits payable wholly within twelve months of rendering services are classified as short-term employee benefits. Benefits such as salaries, wages, short-term compensated absences, performance incentives etc., and the expected cost of bonus, ex- gratia are recognised during the period in which the employee renders related service.

Retirement benefit in the form of provident fund is a defined contribution scheme. We have no obligation, other than the contribution payable to the provident fund. We recognise contribution payable to the provident fund scheme as an expense, when an employee renders the related service.

We operate a defined benefit gratuity plan in India, which requires contributions to be made to a separately administered fund. We also have additional death benefit scheme for specific set of employees. This death benefit scheme is unfunded.

The cost of providing benefits under the defined benefit plan is determined using the projected unit credit method. Re-measurements, comprising of actuarial gains and losses, the effect of the asset ceiling, excluding amounts included in net interest on the net defined benefit liability and the return on plan assets (excluding amounts included in net interest on the net defined benefit liability), are recognised immediately in the balance sheet with a corresponding debit or credit to retained earnings through other comprehensive income in the period in which they occur. Re-measurements are not reclassified to profit or loss in subsequent periods.

Past service costs are recognised in profit or loss on the earlier of:

- The date of the plan amendment or curtailment, and
- The date that we recognise related restructuring costs

Net interest is calculated by applying the discount rate to the net defined benefit liability or asset. We recognise the following changes in the net defined benefit obligation as an expense in the statement of profit and loss:

- Service costs comprising current service costs, past-service costs, gains and losses on curtailments and non-routine settlements; and
- Net interest expense or income

Other Long-term employee benefits

Other long-term employee benefits are recognised as an expense in the statement of profit and loss for the period in which the employee has rendered services. The expenses are recognised at the present value of the amount payable determined using actuarial valuation technique. Actuarial gains and loss in respect of other long-term benefits are charged to the statement of profit and loss.

Compulsorily Convertible Debentures

Compulsorily Convertible Debentures are separated into liability and equity components based on the substance of the contractual arrangements and the definitions of a financial liability and an equity instrument. A conversion option that will be settled by the exchange of a fixed amount of cash or another financial asset for a fixed number of our own equity instruments is an equity instrument.

The debt component, which corresponds to the present value of the future interest payments, is deducted from the proceeds of the issue. The debt component is included in financial liabilities. This amount is measured at amortised cost (net of transaction costs) until it is extinguished on conversion or redemption.

The remainder of the proceeds is allocated to the conversion option that is recognised and included in equity since conversion option meets Ind AS 32 Financial Instruments presentation criteria for fixed to fixed classification. Transaction costs are deducted from equity, net of associated income tax. The carrying amount of the conversion option is not remeasured in subsequent years. The conversion option classified as equity will remain in equity until the conversion option is exercised, in which case, the balance recognised in equity will be transferred to other component of equity. No gain or loss is recognised in profit or loss upon conversion or expiration of the conversion option.

Transaction costs are apportioned between the liability and equity components of the convertible debentures shares based on the allocation of proceeds to the liability and equity components when the instruments are initially recognised. The portion allocated to the equity component is reduced from equity as these are incremental costs directly attributable to the equity transaction. The portion allocated to the liability component is deducted from the liability component balance and are amortised over the life of the coupon payments using the effective interest method.

Business combination

Business Combination under common control:

Business combinations involving entities that are controlled by us or ultimately controlled by the same party or parties both before and after the business combination, and that control is not transitory, are accounted for using the pooling of interests method as follows:

The assets and liabilities of the combining entities are reflected at their carrying amounts

No adjustments are made to reflect fair values, or recognise any new assets or liabilities. Adjustments are only made to harmonise accounting policies.

The financial information in the financial statements in respect of prior periods is restated as if the business combination had occurred from the beginning of the preceding period in the financial statements, irrespective of the actual date of the combination, however, where the business combination had occurred after that date, the prior period information is restated only from that date.

The balance of the retained earnings appearing in the financial statements of the transferor is aggregated with the corresponding balance appearing in the financial statements of the transferee or is adjusted against general reserve.

The identity of the reserves is preserved and the reserves of the transferor become the reserves of the transferee

Business Combination not under common control:

We account for our business combination under acquisition method of accounting. The cost of an acquisition is measured as the aggregate of the consideration transferred, which is measured at acquisition date fair value. Acquisition related costs are recognised in the consolidated statement of profit and loss as incurred.

Identifiable assets acquired and liabilities and contingent liabilities assumed in a business combination are, with limited exceptions, measured initially at their fair values at the acquisition date. We recognises any non-controlling interest in the acquired entity on an acquisition-by-acquisition basis either at fair value or at the non-controlling interest's proportionate share of the acquired entity's net identifiable assets

The excess of the

- consideration transferred,
- amount of any non-controlling interest in the acquired entity, and
- acquisition-date fair value of any previous equity interest in the acquired entity

- over the fair value of the net identifiable assets acquired is recorded as goodwill.

If the fair value of the net assets acquired is in excess of the aggregate consideration transferred, we re-assesses whether it has correctly identified all of the assets acquired and all of the liabilities assumed and reviews the procedures used to measure the amounts to be recognised at the acquisition date. If the reassessment still results in an excess of the fair value of net assets acquired over the aggregate consideration transferred, then the gain is recognised as capital reserve

After initial recognition, goodwill is measured at cost less any accumulated impairment losses. For the purpose of impairment testing, goodwill acquired in a business combination is, from the acquisition date, allocated to each of our cash-generating units that are expected to benefit from the combination, irrespective of whether other assets or liabilities of the acquiree are assigned to those units.

Revenue and Expenses

Our revenue and expenditure are reported in the following manner:

Revenue

Total Income. Total income comprises revenue from operations and other income.

Revenue from operations. Revenue from operations comprises finished goods (cement and ready-mix concrete) and traded goods (construction chemicals and others) and other operating revenue (comprising primarily industrial promotional assistance - fiscal incentives, scrap sales, recoveries of shortages and damages and sale of power and other services.

Other Income. Other income primarily comprises gain on sale of current investments and its fair valuation, interest income on bank deposits, interest income on others, Net gain on foreign currency transaction and translation, net gain on sale of property, plant and equipment and right of use assets and other non-operating income.

Expenses

Cost of material consumed. Cost of materials consumed comprises costs incurred towards the consumption of all the raw materials that we require for our manufacturing operations.

Purchase of stock in trade. Purchase of stock in trade primarily comprises the purchase of construction chemicals and others.

Change in inventories of finished goods and work-in-progress. Change in inventories of finished goods and work-in-progress primarily comprises the changes in inventory levels of finished and semi-finished goods and stock in trade.

Power and fuel. Power and fuel comprises our expenses towards power (grid power, captive power plant, waste heat recovery system and solar power) and fuel (fossil fuel and alternative fuels) at our facilities.

Freight and forwarding charges. Freight and forwarding charges comprise primary and secondary freight for dispatch of cement, ready-mix-concrete, modern building material to customers, internal handling and freight on transfer of clinker from integrated cement plants to grinding/ blending cement plants and warehousing cost.

Excise duty on sale of goods. Excise duty expenses comprise excise duty paid on the dispatches from cement and ready-mix concrete manufacturing plants. From July 1, 2017, excise duty was abolished and a goods and services tax regime was introduced in India. Accordingly, from this date, excise duty is not levied on our products.

Employee benefit expenses. Employee benefit expenses comprise salaries and wages, contribution to provident and other retirement benefits and staff welfare expenses.

Finance costs. Finance cost comprises interest expense on non-convertible debentures, term loans, inter-corporate deposits, compulsorily convertible debentures, security deposits from dealers, transporters and others.

Depreciation and amortisation expense. Depreciation and amortisation expenses comprises depreciation on tangible assets and investment property, amortisation of intangible assets and right of use assets.

Other expenses. Other expenses primarily comprise consumption of stores and spares, consumption of packing materials, equipment hire, labour and subcontract charges, repairs and maintenance to plant, machinery, building and others and advertisement and sales promotions.

Our Results of Operations

The following table sets forth select financial data from our restated consolidated statement of profit and loss for Fiscals 2021, 2020 and 2019, the components of which are also expressed as a percentage of total income for such periods:

Particulars	Fiscal 2021 *(in ₹ million)*[1]	*(% of Total Income)*	Fiscal 2020 *(in ₹ million)*	*(% of Total Income)*	Fiscal 2019 *(in ₹ million)*	*(% of Total Income)*
Income:						
Revenue from operations	74,888.40	99.55	67,932.39	99.46	70,521.34	99.24
Other income	338.53	0.45	367.05	0.54	537.54	0.76
Total Income	**75,226.93**	**100.00**	**68,299.44**	**100.00**	**71,058.88**	**100.00**
Expenses:						
Cost of Materials Consumed	10,322.96	13.72	12,738.21	18.65	13,974.04	19.67
Purchase of stock in trade	476.03	0.63	175.56	0.26	125.54	0.18
Change in inventories of finished goods and work - in-progress	1,268.74	1.69	(613.62)	(0.90)	347.17	0.49
Power and fuel	13,563.36	18.03	12,256.30	17.94	13,741.32	19.34
Freight and forwarding charges	20,294.18	26.98	17,761.39	26.01	19,832.11	27.91
Excise duty on sale of goods	—	—	—	—	—	—
Employee benefits expense	4,820.37	6.41	4,046.16	5.92	3,811.26	5.36
Finance costs	6,640.29	8.83	4,192.21	6.14	4,569.34	6.43
Depreciation and amortisation expense	7,937.87	10.55	5,278.77	7.73	4,979.00	7.01
Other expenses	9,537.75	12.68	8,596.95	12.59	9,513.09	13.39
Total Expenses	**74,861.55**	**99.51**	**64,431.93**	**94.34**	**70,892.87**	**99.78**
Profit/(Loss) before tax	**365.38**	**0.49**	**3,867.51**	**5.66**	**166.01**	**0.22**
Tax expenses:						
Current tax	464.72	0.62	896.21	1.31	642.09	0.90
Deferred tax	272.95	0.36	476.50	0.70	(11.37)	(0.02)
Tax expense relating to earlier years	(113.10)	(0.15)	2.25	0.003	(199.83)	(0.28)
Total tax expenses	**624.57**	**0.83**	**1,374.96**	**2.01**	**430.89**	**0.60**
Profit/ (Loss) for the period	**(259.19)**	**(0.34)**	**2,492.55**	**3.65**	**(264.88)**	**(0.38)**

(1) On July 14, 2020, we completed the acquisition of NU Vista Limited. As a result, our consolidated statement of profit and loss for Fiscal 2021 includes the results of NU Vista Limited for the period July 14, 2020 to March 31, 2021. As a result, our statement of profit and loss for Fiscal 2021 is not directly comparable with our statements of profit and loss for Fiscal 2020 and Fiscal 2019.

Fiscal 2021 compared to Fiscal 2020

Our results of operations for Fiscal 2021 were particularly affected by the following factors:

- We acquired NU Vista Limited on July 14, 2020.As a result our statement of profit and loss for Fiscal 2021 includes the results of operations of NU Vista limited from July 14, 2020 to March 31, 2021. On a consolidated basis, the reasons for movements in most line items below is principally due to the consolidation of NU Vista Limited's results of operations during Fiscal 2021. To the extent practicable, we have also provided below a discussion of the various line items on a standalone basis for our Company, to aid comparability with the results of operations from Fiscal 2020.

- the impact of the COVID-19 pandemic on our industry and business, which adversely affected the revenues and profitability of both our Company and NU Vista Limited in Fiscal 2021, as compared to Fiscal 2020.

Total Income

Our total income increased by 10.14% from ₹ 68,299.44 million for Fiscal 2020 to ₹ 75,226.93 million for Fiscal 2021, primarily as a result of the acquisition of NU Vista Limited in July 2020, which led to the consolidation of its income to our total income for the period from July 14, 2020 to March 31, 2021.

Revenue from Operations. Our revenue from operations increased by 10.24% from ₹ 67,932.39 million for Fiscal 2020 to ₹ 74,888.40 million for Fiscal 2021, primarily due to:

- a 8.77% increase in the sale of finished goods from ₹ 66,829.82 million for Fiscal 2020 to ₹ 72,692.94 million for Fiscal 2021, primarily as a result of the acquisition of NU Vista Limited, which led to the recognition of the sale of finished goods from NU Vista Limited in our consolidated financial statements for Fiscal 2021 (for the period July 14, 2020 to March 31, 2021). At a standalone level, our Company's revenue from operations were adversely affected by the impact of COVID-19 during Fiscal 2021, which led to a 15.27% decrease in our Company's sale of products (from ₹ 67,094.10 million for Fiscal 2020 to ₹ 56,851.62 million for Fiscal 2021). This decrease in the standalone sale of finished products was primarily due to the following factors:
    - a 67% decrease in RMX sales volume;
    - a 2% decrease in average cement prices; and
    - a 4% decrease in cement sales volume (in line with the overall industry performance),
- a 62.47% increase in fiscal incentives in the form of industrial promotional assistance from ₹ 474.59 million for Fiscal 2020 to ₹ 771.06 million for Fiscal 2021, primarily due to the consolidation of the industrial promotional assistance availed by NU Vista Limited; and
- a 206.28% increase in recoveries of shortages and damages from ₹ 101.40 million for Fiscal 2020 to ₹ 310.57 million for Fiscal 2021, primarily due to the receipt of insurance claims during Fiscal 2021.

Other income. Our other income decreased by 7.77% from ₹ 367.05 million for Fiscal 2020 to ₹ 338.53 million for Fiscal 2021, primarily due to a 66.14% decrease in the gain on sale of current investments to ₹ 67.37 million in Fiscal 2021 from ₹ 198.96 million in Fiscal 2020, which was partially offset by a 235.47% increase in interest income on bank deposits to 94.40 million in Fiscal 2021 from 28.14 million in Fiscal 2020.

Expenses

Cost of materials consumed. Our cost of materials consumed decreased by 18.96% from ₹ 12,738.21 million for Fiscal 2020 to ₹ 10,322.96 million for Fiscal 2021. At a standalone level, our Company's cost of materials consumed decreased by 37% (from ₹ 12,738.21 million for Fiscal 2020 to ₹ 8,071.30 million for Fiscal 2021), primarily on account of the decrease in RMX production in Fiscal 2021, compared to Fiscal 2020. In addition, the standalone cost of materials consumed was also lower due to a reduction in mineral gypsum prices, reduction in fly ash prices and reduction in the use of slag.

Purchase of stock in trade. The purchase of stock in trade, mainly construction chemicals, increased by 171.15% from ₹ 175.56 million for Fiscal 2020 to ₹ 476.03 million for Fiscal 2021, primarily due to procurement of traded goods for our modern building material business.

Change in inventories of finished goods and work-in-progress. Our net increase (gain) in inventories in Fiscal 2020 amounted to ₹ 613.62 million and net decrease (expense) in Fiscal 2021 amounted to ₹ 1,268.74 million. At a standalone level, our Company's finished goods inventories were higher as of March 31, 2020, due to the impact of COVID-19 and related lockdowns, which adversely affected the ability to sell/dispatch our goods in Fiscal 2020.

Power and fuel. We spent ₹ 13,563.36 million in Fiscal 2021 on power and fuel charges, which marks a 10.66% increase in such expenses from ₹ 12,256.30 million in Fiscal 2020. At a standalone level, our Company's power

and fuel costs decreased by 16% (from ₹ 12,256.30 million for Fiscal 2020 to ₹ 10,238.75 million for Fiscal 2021), due to the following factors:

- lower production levels of both cement and clinker in Fiscal 2021, compared to Fiscal 2020;
- reduction in the electricity tariff rate during Fiscal 2021; and
- commissioning of the captive power plant at our Sonadih Cement Plant and the ramp up of our existing captive power plants and WHRS during Fiscal 2021.

Freight and forwarding charges. Our freight and forwarding charges amounted to ₹ 20,294.18 million for Fiscal 2021, which marked a 14.26% increase in this category of expenses from ₹ 17,761.39 million for Fiscal 2020. At a standalone level, freight and forwarding charges decreased by 17% (from ₹ 17,761.39 million for Fiscal 2020 to ₹ 14,780.10 million for Fiscal 2021), primarily due to the following factors:

- lower levels of cement dispatch in Fiscal 2021, due to COVID-19 related lockdowns and movement restrictions;
- increase in direct sales dispatches by our Company; and
- reduction in freight rates in North India.

These decreases were partially offset by an increase in diesel prices during Fiscal 2021, compared to Fiscal 2020.

Employee benefit expense. Employee benefit expense increased by 19.13% to ₹ 4,820.37 million for Fiscal 2021 from ₹ 4,046.16 million for Fiscal 2020, primarily due to a 19.56% increase in salaries, bonus and wages from ₹ 3,394.59 million in Fiscal 2020 to ₹ 4,058.55 million in Fiscal 2021. This is primarily because of the addition of the additional workforce of NU Vista Limited, post its acquisition. At a standalone level, our Company's employee benefit expenses remained relatively flat for Fiscal 2021, compared to Fiscal 2020.

Finance costs. On a consolidated basis, our finance costs increased significantly by 58.40% from ₹ 4,192.21 million for Fiscal 2020 to ₹ 6,640.29 million for Fiscal 2021 on account of consolidation of NU Vista Limited from July 14, 2020. At a standalone level, our Company's finance costs increased by 23% (from ₹ 4,192.21 million for Fiscal 2020 to ₹ 5,169.04 million for Fiscal 2021), primarily due to additional borrowings taken in Fiscal 2021 to fund the acquisition of NU Vista Limited.

These increases were partially offset by lower interest paid on inter-corporate deposits during Fiscal 2021, due to repayments of such inter-corporate deposits during the first quarter of Fiscal 2021.

Depreciation and amortisation expenses. Our depreciation and amortisation expenses increased by 50.37% from ₹ 5,278.77 million for Fiscal 2020 to ₹ 7,937.87 million for Fiscal 2021, primarily due to a 44.66% increase in depreciation on tangible assets from ₹ 4,294.53 million in Fiscal 2020 to ₹ 6,212.39 million in Fiscal 2021. This was primarily due to the consolidation of NU Vista Limited during Fiscal 2021. At a standalone level, our Company's depreciation increased by 11% (from ₹ 5,278.77 million for Fiscal 2020 to ₹ 5,873.17 million for Fiscal 2021), primarily on account of capitalisation of our captive power plants.

Other expenses. Our other expenses increased by 10.94% from ₹ 8,596.95 million for Fiscal 2020 to ₹ 9,537.75 million for Fiscal 2021. This increase were primarily due to the consolidation of NU Vista Limited during Fiscal 2021. At a standalone level, our Company's other expenses decreased by 17% (from ₹ 8,596.95 million for Fiscal 2020 to ₹ 7,124.89 million for Fiscal 2021), due to the following factors:

- decrease in equipment hire, labour and subcontract charges primarily due to capitalisation of mining and raw material handling equipment lease contract charges (as a result of the coming into force of Ind AS 116) and lower limestone extraction in Fiscal 2021,
- lower advertisement and sales promotions spending in Fiscal 2021, as compared to Fiscal 2020;
- decrease in the consumption of stores an spares on account of lower production in Fiscal 2021, compared to Fiscal 2020;
- decrease in traveling and conveyance and legal and professional fees; and

Total tax expenses. Our overall tax expense decreased by 54.58% from ₹ 1,374.96 million in Fiscal 2020 to ₹ 624.57 million in Fiscal 2021. This is primarily on account of lower profits during Fiscal 2021, as compared to Fiscal 2020.

Profit/loss for the period

We had a loss of ₹ 259.19 million for Fiscal 2021 as compared to a profit of ₹ 2,492.55 million for Fiscal 2020.

Fiscal 2020 compared to Fiscal 2019

Total Income

Our total income decreased by 3.88% to ₹ 68,299.44 million for Fiscal 2020 from ₹ 71,058.88 million for Fiscal 2019, due to a decrease in revenue from operations and other income.

Revenue from Operations. Our revenue from operations decreased by 3.67% from ₹ 70,521.34 million for Fiscal 2019 to ₹ 67,932.39 million for Fiscal 2020, primarily due to:

- a 2.55% decrease in the sale of finished goods from ₹ 68,578.10 million for Fiscal 2019 to ₹ 66,829.82 million for Fiscal 2020, primarily due to a reduction in our sales volume of cement by 2% from 12.55 million MT to 12.24 million MT on account of the lockdowns imposed by the state governments where our cement plants are located in response to the COVID-19 outbreak. The lockdowns adversely impacted our sales volumes for the period of March 24, 2020 to March 31, 2020. The decrease in sales volumes was partially offset by an increase in prices of cement by 3%. The price of our cement products increased significantly in North India, as a result of the steps taken through our price acceleration programme;
- a 41.61% decrease in fiscal incentives in the form of industrial promotional assistance from ₹ 812.84 million for Fiscal 2019 to ₹ 474.59 million for Fiscal 2020, primarily due to discontinuation of the accrual of incentive from our Mejia Cement plant from April 1, 2019, as the incentives are currently the subject of a legal dispute between us and the government of West Bengal (for additional details, please see Note 56 to the Restated Consolidated Ind AS Summary Statement);
- a 86.81% decrease in provision/liabilities no longer required and written back, from ₹ 477.18 million for Fiscal 2019 to ₹ 62.93 million for Fiscal 2020; and
- a 93.65% decrease in the sale of power and other services, from ₹ 318.62 million for Fiscal 2019 to ₹ 20.22 million for Fiscal 2020, primarily due to the lower sale of excess power to the local grid from our Nimbol unit.

Our decrease in revenue from operations during Fiscal 2020 was partially offset by the increase in the scrap sales from ₹ 104.87 million for Fiscal 2019 to ₹ 179.15 million for Fiscal 2020, and the recoveries of shortages and damages from ₹ 27.77 million for Fiscal 2019 to ₹ 101.40 million for Fiscal 2020.

Other income. Our other income decreased by 31.72% to ₹ 367.05 million for Fiscal 2020 from ₹ 537.54 million for Fiscal 2019, primarily due to a 52.18% decrease in the interest income on others from ₹ 172.62 million in Fiscal 2019 to ₹ 82.55 million in Fiscal 2020 and a 24.27% decrease in the Gain on sale of current investments from ₹ 262.71 million in Fiscal 2019 to ₹ 198.96 million in Fiscal 2020. This was primarily due to interest received from refund of income tax and liquidation of mutual funds.

Expenses

Cost of materials consumed. Our cost of materials consumed decreased by 8.84% from ₹ 13,974.04 million for Fiscal 2019 to ₹ 12,738.21 million for Fiscal 2020, which was primarily on account of reduction in sourcing of external clinker in Fiscal 2020, compared with Fiscal 2019. In Fiscal 2019, we procured higher quantities of clinker from the open market, which led to higher costs of materials consumed.

Purchase of stock in trade. The purchase of stock in trade, mainly construction chemicals, increased by 39.84% from ₹ 125.54 million for Fiscal 2019 to ₹ 175.56 million for Fiscal 2020.

Change in inventories of finished goods and work-in-progress. There was a significant decrease in change in inventories of finished goods and work-in-progress from ₹ 347.17 million as expense on this for Fiscal 2019 to a net gain of₹ 613.62 million for Fiscal 2020. This is primarily attributable to due to higher cement stock at our warehouses in March 2020, on account of the country wide lockdown imposed by the government of India, as a result of which we were unable to sell our cement stock during the lockdown period.

Power and fuel. We expended ₹ 12,256.30 million on power and fuel charges in Fiscal 2020, which marks a 10.81% decrease in such expenses from ₹ 13,741.32 million in Fiscal 2019. This was primarily due to the commissioning of WHRs at our Chittorgarh Cement Plant, Arasmeta Cement Plant, Sonadih Cement Plant and the captive power plant at Chittorgarh Cement Plant in Fiscal 2020. These initiatives helped us in reducing the external procurement costs of power and fuel. In addition, the prices of coal and pet coke were also lower in Fiscal 2020, as compared with Fiscal 2019, which also contributed to the lower power and fuel expenses in Fiscal 2020.

Freight and forwarding charges. Our freight and forwarding charges amounted to ₹ 17,761.39 million for Fiscal 2020, which marked a 10.44% decrease in this category of expenses from ₹ 19,832.11 million for Fiscal 2019. This is primarily due to lower surcharges on rail freight during Fiscal 2020 and increase in direct sales dispatch to customers.

Employee benefit expense. Employee benefit expense increased by 6.16% to ₹ 4,046.16 million for Fiscal 2020 from ₹ 3,811.26 million for Fiscal 2019, primarily due to an increase in salaries, bonus and wages from ₹ 3,260.30 million in Fiscal 2019 to ₹ 3,394.59 million in Fiscal 2020. This is primarily because of annual increments.

Finance costs. Our finance costs decreased by 8.25% to ₹ 4,192.21 million for Fiscal 2020 from ₹ 4,569.34 million for Fiscal 2019, primarily due to a 24.45% decrease in interest on non-convertible debentures from ₹ 3,721.20 million for Fiscal 2019 to ₹ 2,811.34 million for Fiscal 2020, due to repayment of non-convertible debentures amounting to ₹ 12,500.00 million in Fiscal 2020.

Depreciation and amortisation expenses. Our depreciation and amortisation expenses increased by 6.02% from ₹ 4,979.00 million for Fiscal 2019 to ₹ 5,278.77 million for Fiscal 2020, primarily due to a 5.88% increase in depreciation on tangible assets from ₹ 4,056.12 million for Fiscal 2019 to ₹ 4,294.53 million for Fiscal 2020. This is primarily due to the capitalisation of WHRs and our captive power plant which were commissioned in Fiscal 2020.

Other expenses. Our other expenses decreased by 9.63% from ₹ 9,513.09 million for Fiscal 2019 to ₹ 8,596.95 million for Fiscal 2020. This is primarily due to a 21.43% decrease in consumption of stores and spares from ₹ 1,805.07 million in Fiscal 2019 to ₹ 1,418.23 million in Fiscal 2020 because of lower shutdown days in Fiscal 2020 in comparison to Fiscal 2019, and a 12.52% decrease in consumption of packing materials from ₹ 2,284.08 million in Fiscal 2019 to ₹ 1,998.06 million in Fiscal 2020, which happened because of reduction in granule prices.

Total tax expenses. We had a significant increase in our total tax expenses from ₹ 430.89 million in Fiscal 2019 to ₹ 1,374.96 million in Fiscal 2020, marking an increase of 219.10%. This is primarily on account of increase in profit in Fiscal 2020 and increase in tax expenses relating to earlier years from a gain of ₹ 199.83 million in Fiscal 2019 to expenses amounting to ₹ 2.25 million in Fiscal 2020.

Profit/loss for the period

We had a profit of ₹ 2,492.55 million for Fiscal 2020 as compared to a loss for the period of ₹ 264.88 million for Fiscal 2019.

Discussion of Certain Items from our Statement of Assets and Liabilities

Our net worth increased from ₹ 52,792.56 million as of March 31, 2020 to ₹ 73,237.21 million as of March 31, 2021, primarily as a result of:

- a rights issue of 72,727,274 equity shares amounting to ₹ 727.27 million;
- premium on the rights issue of shares amounting to ₹ 15,272.73 million;
- issue of compulsorily and mandatorily convertible debentures amounting to ₹ 4,999.68 million;

These increases were offset by:

- shares/ CCD issue expenses (net of tax) amounting to ₹ 325.13 million; and
- loss during the period: ₹ 259.19 million.

Our total current liabilities increased from ₹ 36,352.43 million as of March 31, 2020 to ₹ 49,065.12 million as of March 31, 2021, primarily as a result of:

- an increase in other current financial liabilities from ₹ 15,166.70 million as of March 31, 2020 to ₹ 27,354.25 million as of March 31, 2021, primarily due to the increase in current maturities of long term borrowings of the Company from ₹ 8,707.08 Million to ₹ 18,829.91 Million as of March 31, 2021 which comprises of NCDs and term loans, and an increase in security deposits from dealers, transporters and others from ₹ 4,530.57 million to ₹ 6,407.58 million as of March 31, 2021;
- an increase in other current liabilities from ₹ 3,338.42 million as of March 31, 2020 to ₹ 5,740.10 million as of March 31, 2021, primarily due to the increase in advance from customers from ₹ 797.55 million to ₹ 1,146.55 million as of March 31, 2021; and
- an increase in provisions from ₹ 3,215.81 million as of March 31, 2020 to ₹ 4,311.64 million as of March 31, 2021, primarily due to the increase in the provision for dealers' discount from 1,120.68 million to 1,927.26 million as of March 31, 2021.

Cash Flows

The following table sets forth our cash flows for the years indicated:

(in ₹ million)

Particulars	Fiscal 2021	Fiscal 2020	Fiscal 2019
Net cash flow generated from operating activities	17,173.62	10,247.73	8,600.99
Net cash flow (used) in investing activities	(29,241.07)	(3,101.41)	(1,486.08)
Net cash flow generated from/(used) in financing activities	14,197.01	(5,590.54)	(6,468.30)
Net increase/(decrease) in Cash and Cash Equivalents	2,129.56	1,555.78	646.61

Operating Activities

Net cash generated from operating activities was ₹ 17,173.62 million for Fiscal 2021. Our restated profit before tax was ₹ 365.38 million for Fiscal 2021, which was adjusted primarily for finance costs amounting to ₹ 6,640.29 million and depreciation and amortisation expense to ₹ 7,937.87 million to arrive at an operating profit before working capital changes of ₹ 17,566.24 million. Our changes in working capital for Fiscal 2021 primarily consisted of a decrease in inventories of ₹ 1,369.19 million and a decrease in loans and advances and other assets of ₹ 812.92 million.

Net cash generated from operating activities was ₹ 10,247.73 million for Fiscal 2020. Our restated profit before tax was ₹ 3,867.51 million for Fiscal 2020, which was adjusted primarily for finance costs amounting to ₹ 4,192.21 million and depreciation and amortisation expense amounting to ₹ 5,278.77 million to arrive at an operating profit before working capital changes of ₹ 13,258.91 million. Our changes in working capital for Fiscal 2020 primarily consisted of a decrease in trade payables of ₹ 1,077.08 million and increase in loans and advances and other non-current assets of ₹ 504.94 million

Net cash generated from operating activities was ₹ 8,600.99 million for Fiscal 2019. Our restated profit before tax was ₹ 166.01 million for Fiscal 2019, which was adjusted primarily for finance costs amounting to ₹ 4,569.34 million and depreciation and amortisation expense amounting to ₹ 4,979.00 million to arrive at an operating profit before working capital changes of ₹ 9,007.37 million. Our changes in working capital for Fiscal 2019 primarily consisted of an increase in trade / other payables, provisions and other liability of ₹ 1,413.81 million and increase in trade and other receivables of ₹ 891.01 million.

Investing Activities

Net cash used for investing activities amounted to ₹ 29,241.07 million for Fiscal 2021, primarily used for purchase of current investments amounting to ₹ 42,495.10 million and investment in the Subsidiary, NU Vista,

amounting to ₹ 22,712.32 million. These cash outflows were partially counteracted by net proceeds from sale of current investment ₹ 38,696.30 million and maturity of fixed deposits amounting to ₹ 2,611.87 million.

Net cash used for investing activities amounted to ₹ 3,101.41 million for Fiscal 2020, primarily due to a significant sum of ₹ 43,375.05 million used for the purchase of current investments and ₹ 5,694.77 million used for payment for the purchase and construction of property, plant and equipment. These cash outflows were partially counteracted by proceeds of ₹ 48,130.03 million from the sale of current investments.

Net cash used for investing activities amounted to ₹ 1,486.08 million for Fiscal 2019, primarily due to the use of ₹ 29,040.00 million for the purchase of current investments and ₹ 5,808.27 million for payment for the purchase and construction of property, plant and equipment. These cash outflows were partially counteracted by proceeds of ₹ 33,222.43 million from the sale of current investments.

Financing Activities

Net cash generated from financing activities was ₹ 14,197.01 million for Fiscal 2021, primarily comprising proceeds from long-term borrowings of ₹ 53,288.04 million and proceeds from issue of equity shares of ₹ 16,000.00 million, which was offset by repayment of long-term borrowings of ₹ 53,199.71 million offset by fresh long-term borrowing amount to ₹ 53,288.04 million and proceed from Right issue of shares amount to ₹ 16000.00 million.

Net cash used in financing activities was ₹ 5,590.54 million for Fiscal 2020, primarily comprising repayment of long-term borrowings of ₹ 12,500.00 million and ₹ 3,579.55 million paid as interest, partially offset by proceeds from long-term borrowings amounting to ₹ 10,300.00 million.

Net cash used in financing activities was ₹ 6,468.30 million for Fiscal 2019, primarily comprising repayment of long-term borrowings of ₹ 11,500.00 million and ₹ 3,849.08 million in interest paid, which was partially offset by proceeds from long-term borrowings of ₹ 7,500.00 million.

Financial Indebtedness

The following table sets forth our financial indebtedness as of March 31, 2021:

(in ₹ million)

Particulars	As of March 31, 2021
Long-term Borrowings	
Secured	49,669.72
Unsecured	5,942.56
Total long-term borrowings	55,612.28
Total current maturities of long-term debt	18,829.91
Short-term borrowings	
Secured	1,977.83
Unsecured	-
Total Short-Term Borrowings	1,977.83
Total Borrowings	76,420.02

Contractual Obligations and Commitments

The following table sets for the maturity profile of our contractual obligations as of March 31, 2021:

(in ₹ million)

Other contractual obligations	Payments due by period				
	Total	Less than 1 Year	1 -2 Years	2 - 5 Years	More than 5 years
Debt obligations	88,571.23	24,470.43	14,916.08	33,857.42	15,327.30
Other liabilities reflected on our balance sheet	20,339.64	18,331.14	1,114.92	471.96	421.62
Total	**108,910.87**	**42,801.57**	**16,031.00**	**34,329.38**	**15,748.92**

Capital Expenditure

For Fiscal 2021, we spent capital expenditure amounting to ₹ 6,228.70 million, primarily towards cement grinding unit and captive power plant. For Fiscal 2020, we spent capital expenditure amounting to ₹ 6,354.88 million, primarily towards WHR system, captive, captive power plant and cement grinding unit. For Fiscal 2019, we spent capital expenditure amounting to ₹ 6,809.60 million, primarily in WHR system and our captive power plant. During Fiscal 2022, we expect to incur planned capital expenditures of approximately ₹ 5,270 million mainly towards debottlenecking at our Risda, Sonadih and Nimbol plants.

Contingent Liabilities

As of March 31, 2021, our contingent liabilities that have not been provided for are as set out in the table below:

(*in ₹ million*)

Contingent Liabilities not provided for in respect of:	As at March 31, 2021
i) Claims against the Group not acknowledged as debts:	
a. Disputed demands in respect of Sales Tax/VAT/GST by various tax authorities	639.00
b. Disputed demand in respect of Entry Tax by various tax authorities	412.10
c. Disputed demand in respect of Excise Duty *	298.13
d. Disputed demand in respect of Service Tax	74.32
e. Stamp Duty paid under protest for change of name from GKW to LRCL	18.00
f. Disputed demands in respect of Custom duties	144.42
g. In respect of Income Tax	3,255.56
h. Other claims	248.69
Against these, payments under protest/adjustments made by the Group	1,325.31
* The Supreme Court in its judgement dated November 27, 2019 in case of Civil appeal no.10193 of 2017 Commissioner of central Excise Vs M/s Madras Cements Ltd. along with the Company, dismissed the appeal filed by the Commissioner of Central Excise. Accordingly, the Company is now entitled to concession rate of excise duty for sales made to Institutional consumer or industrial consumer. The Company believes that identical matters amount to ₹ 1,589.30 million pending before various forums are squarely covered by the aforesaid judgment of the Hon'ble Supreme Court and treated as remote.	
ii) The State of Chhattisgarh has filed a Revision Application challenging the adjudication order of the District Registrar and Collector of Stamps; Janjgir -Champa for alleged under-valuation of the properties, which the Company acquired from Raymond Ltd. Against this, Raymond Ltd. has filed a Special Leave Petition before the Hon'ble Supreme Court, which has stayed the proceedings before the Board of Revenue.	Amount not determinable
iii) The Collector of Stamps, Raipur has commenced enquiry proceedings under Section 47 (A)(3) of the Indian Stamp Act, 1899 questioning the amount of stamp duty paid by The Tata Iron and Steel Company Limited (TISCO) on transfer of the immovable properties at Sonadih from TISCO to the Company. The Company has filed a Writ Petition in the Hon'ble High Court of Bilaspur, Chhattisgarh challenging the enquiry commenced by the Collector of Stamps. The matter is pending before the High Court. The Company's liability, if at all arises, in both the above cases, is restricted to 50% by virtue of business transfer agreement between Lafarge and Raymond Ltd/TISCO.	Amount not determinable
iv) In June 2012, the Competition Commission of India (CCI) passed an Order levying a penalty of ₹ 4,900.01 million on the Company in connection with a complaint filed by the Builders Association of India against leading cement companies (including the Company) for alleged violation of certain provisions of the Competition Act, 2002. The Company filed an appeal before the Competition Appellate Tribunal (COMPAT) for setting aside the said Order of CCI. The COMPAT granted stay on levying the penalty imposed on the Company by CCI against deposit of 10% of the penalty amount. In December 2015, the COMPAT finally set aside the said Order of CCI and remanded back to CCI for fresh adjudication of the issues and passing of fresh Order. However, in August 2016 the case was reheard by CCI and it passed an Order levying a penalty of ₹ 4900.01 million on the Company. The Company had filed an appeal against the Order before the COMPAT. The COMPAT has granted a stay with a condition to deposit 10% of the penalty amount, which was deposited and levy of interest of 12% p.a. in case the appeal is decided against the appellant (the "Interim order"). COMPAT was	

replaced by the National Company Law Appellate Tribunal (NCLAT) effective May 26, 2017, who vide its judgment dated July 25, 2018, dismissed the Company's appeal and upheld the CCI's order. Against the above judgment of NCLAT, the Company appealed before the Hon'ble Supreme Court, which by its order dated October 5, 2018 had admitted the appeal of the Company and directed that the interim order passed by the tribunal in this case will continue in the meantime. Based on the reimbursable rights available with the Company backed by legal opinion, no provision is considered necessary.	
v) The Subsidiary company had availed stamp duty exemption as available under the Chhattisgarh Industrial Policy, 2009-2014, subject to commencing of operations of the plant within a period of 5 years which could not be completed due to delay in land possession by the concerned State Authority, against which the office of the collector of stamps, Baloda Bazar, Chhattisgarh has issued a demand notice on account of stamp duty (including interest and penalty) for ₹ 4.43 million. Since the delay was not due to any reasons attributable to the Subsidiary company, the matter was appealed before the Hon'ble High Court of Chhattisgarh, which in turn has redirected the case to Board of Revenue, Bilaspur. The Board of Revenue dismissed the revision filed by the Subsidiary company and upheld the order passed by the Collector of Stamps, Baloda Bazar, Chhattisgarh. The Subsidiary company has appealed before Hon'ble High Court of Chhattisgarh against order of the Board of revenue. The Hon'ble High Court of Chhattisgarh stayed the recovery order passed by collector of stamp till final decision on the writ petition.	
vi) The stamps department of Rajasthan has demanded differential stamp duty of ₹ 4541.10 million (plus penalty and interest) in respect of the two mining lease agreements executed by the subsidiary company, which has been calculated considering the estimated value of resources (limestone) contained in the two pieces of land covered under the mining leases. Since appropriate stamp duty as directed by the Asst. Mining Engineer, Deh, has already been paid by the subsidiary company, this demand has been challenged by the by way of a writ petition in the Rajasthan High Court at Jodhpur. After examination of all statutory provisions and facts pertaining to this matter, the subsidiary company is of the view that the demand is not sustainable and expects a favorable judgment from the Rajasthan high court.	
vii) **Particulars**	
For Bank guarantee	4,076.91
For Letter of Credit	868.33

For details, see "***Financial Statements - 49. Contingent Liabilities***" on page 334.

Off-Balance Sheet Commitments and Arrangements

Except as disclosed in this Red Herring Prospectus, we do not have any off-balance sheet arrangements, derivative instruments, swap transactions or relationships with affiliates or other unconsolidated entities or financial partnerships that would have been established for the purpose of facilitating off-balance sheet arrangements.

Related Party Transactions

We have engaged in the past, and may engage in the future, in transactions with related parties. For details of our related party transactions, see "***Financial Statements - 43. Related Party Relationships, Transactions and Balances***" on page 320.

Non-GAAP Measures and Ratios

EBITDA

We define EBITDA as earnings before finance cost, income taxes and depreciation and amortisation. EBITDA is included as supplemental disclosure as our management considers that it is a useful indicator of our operating performance. EBITDA is a well-recognised performance measure in the cement/concrete industry that is frequently used by companies, investors, securities analysts and other interested parties in comparing the operating performance of companies in our industry. However, because EBITDA is not determined in accordance with Ind AS, such measures are susceptible to varying calculations, and not all companies calculate the measures in the same manner. As a result, EBITDA as presented may not be directly comparable to similarly titled measures presented by other companies.

Non-Ind AS financial measures such as EBITDA have limitations as an analytical tool. Some of these limitations are: they do not reflect our cash expenditures or future requirements for capital expenditures or contractual

commitments; they do not reflect changes in, or cash requirements for, our working capital needs; they do not reflect the significant interest expense, or the cash requirements necessary to service interest or principal payments, on our debt, although depreciation and amortisation are non-cash charges, the assets being depreciated and amortised will often have to be replaced in the future, and these measures do not reflect any cash requirements for such replacements, and other companies in our industry may calculate EBITDA differently than we do, limiting their usefulness as a comparative measure. Because of these limitations, EBITDA should not be considered in isolation or as a substitute for performance measures calculated in accordance with Ind AS.

We believe that the comparable Ind AS measure to EBITDA is restated profit/(loss) before tax. Therefore, the tables below present a reconciliation of our EBITDA to restated profit/(loss) before tax for the periods indicated:

(in ₹ million)

Particulars	EBITDA (actual)			EBITDA (proforma)
	Fiscal 2021	Fiscal 2020	Fiscal 2019	Fiscal 2021 Consolidated
Profit/ (loss) for the year/ period	(259.19)	2,492.55	(264.88)	(678.42)
Add: Tax expenses	624.57	1,374.96	430.89	511.51
Add: Depreciation and amortisation expense	7,937.87	5,278.77	4,979.00	8,729.12
Add: Finance Cost	6,640.29	4,192.21	4,569.34	7,892.83
EBITDA	**14,943.54**	**13,338.49**	**9,714.35**	**16,455.04**

Return on Capital Employed ("ROCE")

We define return on capital employed as the ratio of earnings before interest and tax ("**EBIT**") to our capital employed (which is the difference between assets and liabilities). The following table shows the reconciliations of our EBIT to our restated profit/(loss) for the year/period and capital employed to our total assets and liabilities.

(in ₹ million)

Particulars	Fiscal 2021	Fiscal 2020	Fiscal 2019
Earnings before Interest and tax (EBIT)			
Restated profit/ (loss) for the year/ period	(259.19)	2,492.55	(264.88)
Add: Tax expenses	624.57	1,374.96	430.89
Add: Finance Cost	6,640.29	4,192.21	4,569.34
EBIT (A)	**7,005.67**	**8,059.72**	**4,735.35**
Capital employed			
Total Assets (I)	199,075.70	134,443.22	132,617.03
Liabilities:			
Noncurrent liabilities excluding non-current borrowings and Deferred tax liabilities	2,351.55	1,567.18	1,575.83
Current liabilities excluding current maturities of long term debt	30,235.21	27,645.35	20,969.19
Total liabilities (II)	32,586.76	29,212.53	22,545.02
Total Capital employed (I)-(II) (B)	1,66,488.94	**1,05,230.69**	**1,10,072.01**
Return on Capital Employed [ROCE] (A)/(B)	**4.21%**	**7.66%**	**4.30%**

Net debt

The following table shows the calculation of our net debt as of the dates mentioned:

(in ₹ million)

Particulars	Fiscal 2021	Fiscal 2020	Fiscal 2019
Non-current borrowings	55,612.28	29,312.54	33,183.28
Current borrowings	1,977.83	6,613.09	-
Current maturities of long term debt	18,829.91	8,707.08	13,075.62
Total (A)	**76,420.02**	**44,632.71**	**46,258.90**
Cash and Cash equivalent	4,931.09	2,538.54	982.76

Particulars	Fiscal 2021	Fiscal 2020	Fiscal 2019
Bank balances other than Cash and cash equivalents	346.55	2,570.02	264.33
Current Investments	3,841.75	-	4,556.01
Total (B)	**9,119.39**	**5,108.56**	**5,803.10**
Net debt (A)-(B)	**67,300.63**	**39,524.15**	**40,455.80**

Net worth

The table below sets forth the calculation of our net worth for the periods indicated, as per the SEBI ICDR Regulations:

(in ₹ million)

Particulars	Fiscal 2021	Fiscal 2020	Fiscal 2019
Equity share capital	3,150.89	2,423.62	2,000.00
Securities premium	36,913.82	21,966.22	21,971.97
Capital redemption reserve	233.33	233.33	233.33
General reserve	900.00	900.00	900.00
Statutory reserve under section 45IC of the Reserve Bank of India Act, 1934	0.12	0.12	0.12
Retained earnings	28,396.30	25,999.99	21,228.95
Debenture redemption reserve	-	2,626.21	4,935.07
Net worth as per SEBI ICDR regulations	**69,594.46**	**54,149.49**	**51,269.44**

Quantitative and Qualitative Disclosures about Market Risk

We are exposed to various types of market risks during the normal course of business.

Market risk

Market risk is the risk that the fair value or future cash flows of a financial instruments will fluctuate because of changes in market prices. Market risk comprises two types of risk: currency rate risk and interest rate risk. Financial instruments affected by market risk include loans and borrowings, deposits, investments, payables, derivatives financial instruments and other market changes that affect market risk sensitive instruments. Foreign currency risk is the risk that the fair value or future cash flows of financial instruments will fluctuate because of changes in foreign exchange rates. 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.

Foreign currency risks

Foreign currency risk is the risk of impact related to fair value or future cash flows of an exposure in foreign currency, which fluctuate due to changes in foreign exchange rates. Our exposure to the risk of changes in foreign exchange rates relates primarily to the import of fuels, raw materials, spare parts and capital expenditure. We evaluate exchange rate exposure arising from foreign currency transactions. We follow established risk management policies and standard operating procedures.

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. Our exposure to the risk of changes in market interest rates relates primarily to the long-term debt obligations and buyer's credit obligations with floating interest rates. We monitor the credit markets and rebalances its financing strategies to achieve an optimal maturity profile and financing cost.

Credit risk

Credit risk is the risk that the counterparty will not meet its obligations under a financial instrument or customer contracts leading to financial loss. We are exposed to credit risk from our operating activities (primarily trade receivables) and from our investing activities including deposits with banks, mutual funds and financial institutions and other financial instruments.

Trade receivables

We manage customer credit risk by each business location subject to our established policy, procedures and control relating to customer credit risk management. Credit quality of a customer is assessed and individual credit limits are defined in accordance with the assessment both in terms of number of days and amount. Wherever we assess the credit risk as high, the exposure is backed by either letter of credit, security deposits or curtailed by arrangement with third parties for the cement business.

Liquidity risk

Liquidity risk is defined as the risk that we will not be able to settle or meet our obligations on time or at reasonable price. Prudent liquidity risk management implies maintaining sufficient cash and marketable securities and the availability of funding through an adequate amount of credit facilities to meet obligations when due.

We monitor our risk to a shortage of funds using a recurring liquidity planning based on rolling forecasts of expected cash flows. This process considers the maturity of both its financial investments and financial assets (i.e. trade receivables, other financial assets) and projected cash flows from operations. Our objective is to maintain a balance between continuity of funding and flexibility through the use of working capital loans, letter of credit facility, bank loans and credit purchases.

Seasonality of Business

Our business is subject to seasonal variations on account of lower demand for building materials during the monsoon season. Consequently, our revenues recorded during the months of June to September could be lower compared to other periods. For further details, see "***Risk Factors - Our business is subject to seasonal variations and cyclicality that could result in fluctuations in our results of operations***" *and* "***- Significant Factors Affecting our Results of Operations - Seasonal Variations***" on pages 50 and 362, respectively.

Unusual or Infrequent Events or Transactions

Except as described in this Red Herring Prospectus, to our knowledge, there have been no unusual or infrequent events or transactions that have in the past or may in the future affect our business operations or future financial performance.

Known Trends or Uncertainties

Our business has been subject, and we expect it to continue to be subject, to significant economic changes arising from the trends identified above in "***- Significant Factors Affecting our Results of Operations***" on page 360 and the uncertainties described in "***Risk Factors***" on page 25. To our knowledge, except as disclosed in this Red Herring Prospectus, there are no known factors which we expect to have a material adverse effect on our income.

Future Relationship between Cost and Revenue

Other than as described in "***Risk Factors***", "***Business***" and "***Management's Discussion and Analysis of Financial Condition and Results of Operations***" on pages 25, 160 and 357, respectively, to our knowledge there are no known factors that may adversely affect our business prospects, results of operations and financial condition.

New Products or Business Segments

Other than as disclosed in this section and in "***Business***" on page 160, there are no new products or business segments that have or are expected to have a material impact on our business prospects, results of operations or financial condition.

Competitive Conditions

We operate in a competitive environment. Please refer to "***Risk Factors***", "***Industry Overview***" *and* "***Business***" on pages 25, 119 and 160, respectively, for further information on our industry and competition.

Significant developments subsequent to March 31, 2021

Except as disclosed above, and in this Red Herring Prospectus, to our knowledge no circumstances have arisen since the date of the last financial statements disclosed in this Red Herring Prospectus which materially and adversely affect or are likely to affect, our operations or profitability, or the value of our assets or our ability to pay our material liabilities within the next 12 months.

SECTION VI – LEGAL AND OTHER FINANCIAL INFORMATION

OUTSTANDING LITIGATION AND MATERIAL DEVELOPMENTS

*Except as disclosed in this section, there is no outstanding (i) criminal proceeding, (ii) action taken by regulatory or statutory authorities, (iii) claim related to direct and indirect taxes, and (iv) other pending litigation as determined to be material pursuant to the Materiality Policy in each case involving our Company, the Promoters, the Directors and the Subsidiary ("**Relevant Parties**"). Further, except as disclosed in this section, there are no disciplinary actions including penalties imposed by the SEBI or the stock exchanges against the Promoters in the last five financial years including any outstanding action.*

Further, there is no pending litigation involving the Group Companies, which has a material impact on our Company.

For the purpose of (iv) above, the Board in its meeting held on July 3, 2021 has considered and adopted the Materiality Policy for identification of material litigation to be disclosed by our Company in this Red Herring Prospectus.

In terms of the Materiality Policy, all pending litigation involving the Relevant Parties, other than criminal proceedings, actions by regulatory authorities and statutory authorities, disciplinary action including penalty imposed by SEBI or stock exchanges against the Promoters in the last five Financial Years including outstanding action, and tax matters, would be considered "material" if:

(a) the monetary amount of claim by or against the entity or person in any such pending proceeding is in excess of ₹ 374.44 million which is 0.50% of the total revenue for Fiscal 2021 as per the Restated Financial Statements; or

(b) the monetary liability is not quantifiable, however, the outcome of any such pending proceedings may have a bearing on the business, operations, performance, prospects or reputation of our Company.

*Except as stated in this section, there are no outstanding material dues to creditors of our Company. In terms of the Materiality Policy, outstanding dues to any creditor of our Company having monetary value of 5% or more of the total trades payable of the Company shall be considered as "material". Accordingly, for Fiscal 2021, any outstanding dues by the Company to micro, small and medium enterprise and other creditors of monetary value of ₹ 453.78 million or more have been considered as material outstanding dues for the purposes of disclosure in this section. Further, for outstanding dues to any party which is a micro, small or a medium enterprise ("**MSME**"), the disclosure will be based on information available with our Company regarding status of the creditor as defined under Section 2 of the Micro, Small and Medium Enterprises Development Act, 2006, as amended, as has been relied upon by the Statutory Auditors.*

It is clarified that pre-litigation notices (other than those issued by governmental, statutory or regulatory authorities) received by our Company, the Subsidiary, the Directors, the Promoters or the Group Companies shall not be considered as litigations until such time that any of our Company, the Subsidiary, the Directors, the Promoters or the Group Companies, as the case may be, is made a party to proceedings initiated before any court, tribunal or governmental authority, or is notified by any governmental, statutory or regulatory authority of any such proceeding that may be commenced.

I. Litigation involving our Company

A. Litigation filed against our Company

a. Criminal proceedings

1. The Labour Superintendent Assistant Inspector filed a criminal complaint against certain employees of Lafarge India Private Limited (now, our Company) for alleged violation of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, in relation to failure on the part of our Company to maintain requisite records of the contract labourers hired for the Jojobera Cement Plant in Jharkhand ("**Complaint**"). Our Company filed a quashing petition against the Complaint before the Jharkhand High Court. By an order dated January 4, 2018, the Complaint was withdrawn and proceedings were initiated before the Lok Adalat, Jamshedpur. This matter is currently pending.

2. The Deputy Chief Factory Inspector and the Factory Inspector filed four criminal complaints against

certain employees of Lafarge India Private Limited (now, our Company) in charge of the Jojobera Cement Plant and Arasmeta Cement Plant, for alleged violation of certain provisions of the Factories Act, 1948 in relation to the death of certain workers, by falling on the platform on the inlet side of the cement mill, during sweeping work, cleaning of silos, on the factory premises. These matters are currently pending.

3. Ganesh Jha filed a criminal complaint against two employees of our Company before the Additional Chief Judicial Magistrate Benipur ("**ACJM**"), under certain provisions of the Indian Penal Code, 1860 alleging, among others, wrongful restraint, theft, extortion by putting fear of death and grievous hurt. By way of an order dated October 22, 2019, the ACJM dismissed the application filed for discharge of the accused and ordered for the formation of charges against the accused. This matter is currently pending.

4. The State of Chhattisgarh filed an FIR on behalf of late Amar Kumar Gorle, against certain employees at the Arasmeta Cement Plant before the Mulmula Police Station, Janjgir Champa, under certain provisions of the Indian Penal Code, 1860, alleging common intention and negligence of the accused, resulting in a fatal accident of one of the contractor worker, Amar Kumar Gorle. This matter is currently pending.

5. Certain individuals filed four separate FIRs against certain employees at the Nimbol Cement Plant under certain provisions of the Scheduled Caste and Scheduled Tribe (Prevention of Atrocities) Act, 1989 alleging, among others, unlawful assembly, obstruction of public way, wrongful restraint, assault with an intent to outrage modesty, criminal trespass and robbery. These matters are currently pending.

6. The Legal Metrology Officer, Deoband (Saharanpur) filed a criminal complaint on May 20, 2018 against our Company (i) alleging violation of certain provisions of the Legal Metrology Act, 2009 and the relevant rules framed thereunder in relation to, among others, having cement bags with less cement than what is specified on the packaging, and (ii) levying a penalty of ₹ 0.04 million on our Company. This matter is currently pending.

7. A vendor filed an FIR on March 18, 2020 against certain employees at the RMX Plant of our Company located at Hubli before the Vidyagiri Police Station under certain provisions of the Indian Penal Code, 1860 and the Scheduled Caste and Scheduled Tribe (Prevention of Atrocities) Act, 1989, alleging, among others, outraging of modesty, intentional insult with an intent to provoke violence. The accused filed an anticipatory bail application on May 8, 2020 before the Court of the Additional District and Sessions and Special Judge, at Dharwad ("**District Court**"), which was allowed by the District Court, post imposition of certain conditions on the accused. This matter is currently pending.

8. Balvir Singh an individual, filed an FIR on July 20, 2019 against certain employees at the Nimbol Cement Plant under certain provisions of the Indian Penal Code, 1860 alleging theft, mischief causing damage, mischief by doing any act which causes or which is likely to cause an inundation or an obstruction to any public drainage, in relation to use of groundwater at the Nimbol Cement Plant for industrial purpose. This matter is currently pending.

b. Actions by regulatory and statutory authorities

1. The Office of District Magistrate and Deputy Commissioner, East Singhbhum, Jamshedpur, Jharkhand ("**DC**") issued two show cause notices dated July 16, 2016 and February 12, 2019 in relation to the alleged failure on the part of our Company to obtain consent of the State of Jharkhand for the use of land for the Jojobera Cement Plant, pursuant to the leave and license agreement dated November 1, 1999 entered into between a steel manufacturer and our Company. Our Company has replied to the show cause notices on October 15, 2016 and March 5, 2019 stating that in the absence of any restrictive provisions in the underlying documents for license to use, given that there is no sublease or transfer of interest in the land, consent is not required for the present arrangement and requesting DC to withdraw the show cause notice. This matter is currently pending.

2. The Regional P.F. Commissioner and Officer-In-charge ("**Commissioner**") issued a show cause notice on June 27, 2016 to the Nimbol Cement Plant alleging violation of the compliance mandated under its provident fund code ("**Code**") required to be followed by establishments covered under the Employees' Provident Fund & Miscellaneous Provisions Act, 1952. Our Company has responded to this notice on July 18, 2016 stating that it is in compliance with the Code and requesting the Commissioner to not

initiate further proceedings in this regard. The Commissioner issued a separate show cause notice on September 6, 2016 to the Nimbol Cement Plant alleging failure on the part of our Company to pay provident fund dues to its employees and sought among others, explanation from our Company. Our Company responded to the notice submitting documents evidencing compliance and sought for additional time to submit further documents. This matter is currently pending.

3. The Chief Inspectors of Factories and the Directorates of Industrial Safety and Health of Haryana, West Bengal, Karnataka and Andhra Pradesh, issued 11 show cause notices, from time to time, to our Company, from September 2017 to the date of this Red Herring Prospectus, (i) alleging violation of various provisions of the Factories Act, 1948 and the relevant rules ("**Act and Rules**") at certain RMX Plants in these states, and (ii) seeking the submission of various documents from our Company for compliance with the Act and Rules. Our Company has responded to all these show cause notices asserting compliance with the Act and Rules and ensured timely submission of the requisite documents sought by the concerned authorities. These matters are currently pending.

4. The Chief Inspectors of Factories and the Directorates of Industrial Safety and Health in the States of Chhattisgarh, West Bengal and Jharkhand issued 61 show cause notices and letters seeking information, during the period of April 2012 to the date of this Red Herring Prospectus to our Company alleging, among others, (i) violation of various provisions of the Factories Act,1948 and the relevant rules ("**Act and Rules**") at the Arasmeta Cement Plant, Sonadih Cement Plant, Jojobera Cement Plant and Mejia Cement Plant located in these states, and (ii) failure to provide adequate health facilities for the workers and safety measures as required, and sought details on (a) implementation of certain policies or directions passed by the regulatory authorities or judicial forums, and (b) occurrence of accident during the civil and construction work due to lack of safety measures. Our Company was also directed to submit various documents for compliance with the related provisions of the Act and Rules. Our Company has responded to these show cause notices asserting compliance with the Act and Rules and ensured timely submission of the requisite documents sought by the concerned authorities. These matters are currently pending.

5. The ESIC of Haryana and Vadodara issued six notices, to our Company, from time to time, by seeking submission of various documents including balance sheets, salary slips by our Company and three notices demanding an amount of ₹ 0.27 million, on account of alleged failure on the part of our Company to pay contributions in accordance with the provisions of the Employees' State Insurance (General) Regulations, 1950. Our Company has responded to such notices submitting the requisite documents and is in the process of responding to the ESIC of Vadodara. No further action has been initiated by ESIC of Haryana post our responses. These matters are currently pending.

6. The Goa Pollution Control Board ("**GPCB**") issued a direction dated May 26, 2021 to our RMX Plant located in Goa under the Environmental Protection Act 1986, directing our Company to display information outside the factory gate for generation of hazardous chemical and hazardous waste and submit compliance report within 15 days from the notice. The GPCB further stated that failure on the part of our Company to comply with directions will attract stringent legal action from GPCB. Our Company replied to the notice on June 30, 2021 stating that it is in compliance with the directions. This matter is currently pending.

7. The Superintending Engineer, Municipal Corporation Mohali ("**MCM**") issued a notice dated May 21, 2021 to our RMX Plant at Mohali stating that the industrial road in the area where the RMX Plant is located has been allegedly damaged due to movement of heavy vehicles comprising raw materials and transit mixer trucks. In this regard our Company had been instructed by the MCM previously to repair the damage to the roads, however there was allegedly no action taken by the Company. Our Company was called upon by the MCM to provide an explanation, failing which, the MCM will initiate legal action against our Company. Our Company responded to the notice on June 8, 2021 requesting the MCM to provide a proper drainage system in the area, in the absence of which it would be difficult to maintain the roads in a good condition. This matter is currently pending.

8. The Office of the Executive Engineer, Raipur issued a notice dated June 14, 2021 to our Sonadih Cement Plant in relation to alleged failure to complete the canal crossing structures by our Company at the Bhatpara canal and imposing a penalty of ₹ 0.67 million on our Company. Our Company has replied to the notice on June 22, 2021 stating that all the constructions which were required to be undertaken by our Company were in order.

9. The Competition Commission of India ("**CCI**") issued a notice on January 5, 2021 to our Company under Section 36(2) read with Section 41(2) of the Competition Act, 2002, in connection with the ongoing investigation proceedings seeking, among others, (i) brief profile of our Company, directors, top management, ownership, shareholding pattern, details of group companies/subsidiaries, (ii) name and contact details of official(s) looking after matters pertaining to marketing, production, distribution and pricing of cement of our Company, (iii) details of total installed capacity of cement, monthly production of cement, total sales, monthly net sales price for Fiscals 2018, 2019 and 2020, (iv) explanation of the logic used by our Company in making decisions regarding cement prices and production output, and (v) details of the officials of our Company who represent our Company at meetings organised by various trade associations such as Cement Manufacturers Association, Confederation of Indian Industry, Federation of Indian Chambers of Commerce and Industry and whether these individuals hold any honorary/official position in these or similar trade associations. The CCI further stated that our Company would liable to pay penalty for any failure by it to provide the information sought by CCI within the prescribed timeline. Our Company sought for an extension to provide its response to the notice and on February 1, 2021, our Company responded to this notice with the requisite information. This matter is currently pending. Also, see "***Risk Factors - Our business and activities are regulated by the Competition Act, 2002, which may restrain our flexibility in pricing our products.***" on page 50.

10. The District Stock Mining Officer, Patna issued a show cause notice dated January 16, 2020 to our Company, alleging illegal stocking of minor minerals by our Company at its RMX Plant located at Mustafar, Patna, Bihar and imposed a penalty of ₹ 1.76 million on our Company. Our Company has replied to this show cause notice on January 20, 2020 stating that the RMX Plant was outside the purview of the Bihar Minerals (Concession, Prevention of Illegal Mining, Transportation and Storage) Rules, 2019 and requesting the District Stock Mining Officer, Patna to withdraw the show cause notice. This matter is currently pending.

11. The Haryana State Pollution Control Board ("**HSPCB**") issued two show cause notices for closure dated July 18, 2018 and January 6, 2021, to our Company alleging non-compliance with the guidelines dated December 24, 2013 and guidelines for online monitoring devices, issued by the HSPCB, in relation to the RMX Plant located at Gurgaon, Haryana. Our Company has replied to the show cause notice on August 7, 2018 and January 15, 2021 addressing the allegations raised by the HSPCB and requesting the HSPCB to withdraw the show cause notice. These matters are currently pending.

12. The Haryana State Pollution Control Board ("**HSPCB**") issued a show cause notice dated January 6, 2021 to the Bhiwani Cement Plant alleging, among others, malfunctioning of the online continuous emission monitoring systems data transmission and improper connection leading to disruption in proper receipt of real time information of the plant. Our Company has responded to the show cause notice on January 15, 2021 addressing the allegations raised by HSPCB. This matter is currently pending.

13. The Telangana State Pollution Control Board ("**TSPCB**") issued two show cause notices on June 21, 2019 and December 8, 2020 to our Company (i) alleging violation of certain terms and conditions of the consent to operate ("**CTO**") granted to the RMX Plants located at Patancheru, Telangana ("**Patancheru RMX Plant**"), and Jeediametla, Telangana ("**Jeediametla Plant**"), (ii) alleging violation of the terms and conditions of the hazardous waste authorisation order ("**HWA Order**") issued to the Patancheru RMX Plant, and (iii) directing our Company to show cause as to why action should not be taken against our Company. Our Company replied to the show cause notices on June 28, 2019 and December 16, 2020 (i) stating measures being undertaken by our Company to ensure compliance with the CTO and the HWA Order, and (ii) requesting the TSPCB to withdraw the show cause notice and conduct a joint inspection of the Jeediametla RMX Plant. These matters are currently pending.

14. The Office of the Assistant Director of Mines and Geology, Hyderabad and the Department of Mines and Geology, Andhra Pradesh issued 14 notices, from time to time, to our Company, demanding (i) payment of seigniorage fee under the Andhra Pradesh Minor Mineral Concession Rules, 1966 aggregating to ₹ 0.55 million ("**Mineral Fee**"), and (ii) submission of documentary proof of payment of the Mineral Fee. Our Company has made the payment of such Mineral Fee and submitted the documentary evidence of such payment. These matters are currently pending.

15. The Karnataka Pollution Control Board issued a show cause notice dated February 28, 2019 to our Company alleging violation of certain provisions of the Water Act and the Air Act by our Company in

relation to the RMX Plant located at Hegde Nagar, Bengaluru, Karnataka. Our Company has replied to the show cause notice on March 8, 2019 stating compliance with all the requisite provisions of the Air Act and the Water Act. This matter is currently pending.

16. The Under Secretary to Government, Commerce and Industries, Government of Karnataka ("**Under Secretary**") issued an initial show cause notice on March 18, 2020 and a follow up notice on May 12, 2020, respectively, to our Company under Rule 24 of the Mineral (Other than Atomic and Hydro Carbons Energy Minerals) Concession Rules, 2016 for alleged failure on the part of our Company to, among others, (i) intimate the state government pursuant to changes in its name, (ii) intimate the state government upon amalgamation with Nirchem Cement Limited and directed our Company to show cause as to why action should not be initiated against our Company under the Minerals (Other than Atomic and Hydro Carbons Energy Minerals) Concession Rules, 2016 by termination of mining lease granted for mining limestone in various villages of Chittapur Taluk, Gulbarga District. Our Company replied to the show cause notice on May 18, 2020 denying all the allegations and seeking time to address the issues raised the state government in this regard. Further, our Company sent a detailed response on January 6, 2021 requesting the Under Secretary to, among others, (i) withdraw the notices, (ii) change its name from "Lafarge India Limited" to "Nuvoco Vistas Corporation Limited" in the mining lease granted for mining limestone in various villages of Chittapur Taluk, Gulbarga District, and (iii) extend the mining lease from November 17, 2028 to November 17, 2058. This matter is currently pending.

17. The Office of Deputy Inspector General, Registration and Stamps, Circle Pali, Government of Rajasthan ("**DIGR**") issued a notice dated December 24, 2020 to our Company seeking information regarding the stamp duty payable in Rajasthan, under the Rajasthan Stamp Act, 1998 in relation to the (a) amalgamation of Nirchem Cement Limited and Lafarge India Limited i.e. 2017 Scheme, (b) demerger of the Nimbol Cement Plant from Nirma Limited, and merger of the Nimbol Cement Plant with our Company i.e. 2020 Scheme and sought to initiate proceedings against our Company. By way of its letters dated December 30, 2020 and January 29, 2021, respectively, our Company has sought time to respond to the notices. This matter is currently pending.

18. The Maharashtra Pollution Control Board ("**MPCB**") issued two show cause notices dated March 6, 2020 ("**2020 Notice**") and July 12, 2021 ("**2021 Notice**") to our Company alleging violation of certain provisions of the Water Act and the Air Act by our Company's RMX plant located at Sky City Borivali, Maharashtra and Wadala, Mumbai Mahrashtra. Our Company has replied to the 2020 Notice on March 13, 2020 stating various steps undertaken by our Company to comply with the Water Act and the Air Act and requested the MPCB for closure of the show cause notice. Our Company is inthe process of replying to the 2021 Notice. These matters are currently pending.

19. The Geology and Mining Department, Gujarat, issued a notice dated February 15, 2020 to our Company in relation to the RMX Plant located at Harni, Gujarat alleging violation of certain provisions of the Gujarat Minerals (Prevention of Illegal Mining, Trafficking and Storage) Rules, 2017 and imposed a penalty of ₹ 0.33 million on our Company. Our Company has replied to this notice on March 13, 2020 stating that it has complied with the provisions of the Gujarat Minerals (Prevention of Illegal Mining, Trafficking and Storage) Rules, 2017 and has applied for the stock registration permits. This matter is currently pending.

20. Our Company has received 38 show cause notices from certain labour authorities including Office of Labour Commissioner and other labour authorities at our Arasmeta Cement Plant, Chittorgarh Cement Plant, Sonadih Cement Plant, Jojobera Cement Plant and Mejia Cement Plant located in the states of Chhattisgarh, West Bengal, Rajasthan and Jharkhand from August 2012 to the date of this Red Herring Prospectus, alleging, among others, (i) violation of certain provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the relevant rules, (ii) violation of certain provisions of the Payment of Gratuity Act, 1972 and Payment of Wages Act, 1936 and the relevant rules (iii) initiating enquiry under the Industrial Dispute Act,1947 (iv) seeking information on complaints raised by trade unions or contract workers on payment and service terms related concerns or demands and seeking other information related to contractors engaged and submission of statutory documents for compliance and applicability of Cement Wage Board and others. Our Company has responded to these show cause notices stating measures being undertaken by our Company to ensure compliance with the applicable regulations. These matters are currently pending.

21. The Central Pollution Control Board ("**CPCB**") issued directions dated September 6, 2017 and November 1, 2017 to our Company alleging non-compliance with the emission norms notified by the

MoEF ("**Emission Standards**") with respect to the Arasmeta Cement Plant and directing our Company to submit an action plan to comply with the Emission Standards. The CPCB also directed our Company to comply with the Emission Standards by March 31, 2018 and to submit a revised action plan evidencing such compliance. The Company has submitted the action plan in this regard by way of its letters dated October 10, 2017 and December 6, 2017. This matter is currently pending.

22. The Rajasthan State Pollution Control Board ("**RSPCB**") issued 11 show cause notices from October 2017 to the date of this Red Herring Prospectus to our Company alleging, among others, violation of the terms of the consent to operate granted to our Company ("**CTO**") and violation of certain provisions of the Water Act and the Air Act at the Chittorgarh Cement Plant and directing our Company to provide reasons for not revoking the CTO. Our Company has replied to these show cause notices providing necessary clarification sought and stating the measures taken by our Company to ensure compliance with all the terms and conditions of the CTO and requesting the RSPCB to withdraw the show cause notice. These matters are currently pending.

23. The Rajasthan State Pollution Control Board ("**RSPCB**") issued 13 show cause notices from July 2013 to the date of this Red Herring Prospectus to the Nimbol Cement Plant alleging, among others, non-compliance with the provisions of the Air Act, the Water Act, the Hazardous Waste (Management, Handling and Transboundary Movement) Rules, 2008, intending revocation of the consent to operate granted to the Nimbol Cement Plant. Our Company has replied to the show cause notices addressing the concerns raised by the RSPCB. These matters are currently pending.

24. The South East Central Railway, Bilaspur issued five demand notice to our Company during the period from December 2015 to the date of this Red Herring Prospectus, for a payment of ₹ 15.73 million towards payment of, among others, land license fee, cost of staff, re-railment charges and railway siding with regards to the Arasmeta Cement Plant. Our Company has replied to these notices denying its liability to pay these charges and requesting the South Eastern Central Railway, Bilaspur to withdraw such demand notice. These matters are currently pending.

25. The Office of District Magistrate, Chittorgarh issued five notices all dated August 21, 2020 (i) seeking clarification from our Company regarding the change of its name from "Lafarge India Private Limited" to "Nuvoco Vistas Corporation Limited", in relation to issuance of no-objection certificates, and (ii) requesting for submission of documents in this regard. Our Company is in the process of replying to these notices.

26. Chhattisgarh State Power Distribution Company Limited ("**CSPDCL**") issued a notice dated August 31, 2017 to our Company demanding payment of ₹ 169.86 million for energy supplied and other charges for the month of July 2017 ("**Electricity Charges**") with respect to the Sonadih Cement Plant and discontinuation of the power supply to such cement plant. Our Company replied to the notice on September 26, 2017 stating that it is presently contesting the Electricity Charges, by way of the writ petition before the Chhattisgarh High Court, to which proceedings CSPDCL is a party ("**2015 Writ Petition**") and any action taken by CSPDCL would be in violation of the interim orders dated December 18, 2015 and April 21, 2016, passed by the Chhattisgarh High Court in the 2015 Writ Petition. The interim orders had prohibited CSPDCL and other respondents from taking any coercive step against our Company with respect to any monetary demand or recovery ("**Stay Orders**"). CSPDCL issued a further notice dated March 22, 2021 to our Company, demanding an amount aggregating to ₹ 307.39 million ("**March Bill**") as charges for electricity supply for the month of February 2021, failing which electricity connection was to be discontinued. Our Company responded on March 30, 2021 stating it has periodically discharged its liability towards monthly invoices, excluding surcharges and other charges that have been added in the March Bill towards the impugned demand of cross subsidy for Fiscal 2014 only. Our Company further stated that any action taken by CSPDCL would be in violation of the Stay Orders. This matter and the 2015 Writ Petition are currently pending. For details on the 2015 Writ Petition, see "- ***Litigation involving our Company - Litigation initiated by our Company - Material civil proceedings***" on page 401.

27. The Indian Bureau of Mines ("**IBM**") issued 38 show cause notices, from January 2015 to the date of this Red Herring Prospectus, to our Company with regards to its limestone mines associated with the Arasmeta Cement Plant, Chittorgarh Cement Plant and Sonadih Cement Plant, alleging violation of certain provisions of the Metalliferous Mines Regulations, 1961, the Mineral Conservation and Development Rules, 1988 and the Mineral Conservation and Development Rules, 2017, as amended ("**Mineral Rules**") and alleging in particular, among others, (i) contravention of certain directives as

issued by the Directorate General of Mines Safety with regards to heavy earth moving machineries, explosive vans and others as used in the mines, (ii) failure to appoint geologists in accordance with requirements under the Mineral Rules. The IBM has also sought, among others, (i) clarification with regards to the proposed operational changes in the mining plans, (iii) records of bores and drills, and (iv) production details of the minerals excavated as per mining plan and any other related information or documentation pertaining to returns. Our Company has responded to these show cause notices stating measures taken by our Company to ensure compliance with the stipulated rules and regulations. Further, our Company has also received four letters at its Sonadih mines at Chhattisgarh, from the IBM during the period of 2006 to 2014 seeking information on the CSR initiatives and environment protection measures undertaken by the Company. All necessary information in this regard was duly provided by the Company and our Company has filed two revision applications before the Controller General of Mines, Indian Bureau of Mines (Delhi and Nagpur) against the notices dated May 25, 2021 issued by the IBM revoking the mining plans of Sonadih Limestone Mines (ML-2) and Sonadih Limestone Mines (ML-3). These matters are currently pending.

28. The Ministry of Environment, Forest and Climate Change, Impact Assessment Division, by way of its letter dated August 1, 2019 ("**2019 Letter**") to the Secretary, Department of Forest, Government of Chhattisgarh and to the Director, Chhattisgarh Environment Conservation Board ("**Departments**"), directed the Departments to take action against our Company due to alleged non-compliance of the project proponent and the environment clearance ("**EC**") issued to the Arasmeta mines on grounds of excess production and mining without transferring EC in new name of the project proponent issued for the Arasmeta mines. Our Company, by way of its letter dated January 9, 2020 to the Chhattisgarh Environment Conservation Board addressed the issues raised by the 2019 Letter. This matter is currently pending.

29. The Central Pollution Control Board ("**CPCB**") issued a show cause notice dated March 6, 2018 to our Company alleging failure to monitor emission standards and to comply with the emission norms notified by way of directions issued by various pollution control boards ("**Emission Standards**") with respect to the Jojobera Cement Plant. The CPCB directed our Company to show cause as to why the unit should not be directed to close operation if our Company fails to submit a response and an action plan for the Jojobera Cement Plant disclosing such compliance. Our Company responded to the show cause notice on March 27, 2018 detailing the stack emission report along with action plan to comply with emission norms notified by the CPCB. This matter is currently pending.

30. The West Bengal Pollution Control Board ("**WBPCB**") issued two show causes notice to Lafarge India Private Limited (now, our Company) alleging, among others (i) violation of the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 ("**Rules**") with respect to the Mejia Cement Plant by storing hazardous wastes onsite beyond the prescribed time, and (ii) improper connection of the Online Continuous Emission Monitoring Systems ("**OCEMS**") and transmission of data recorded at the WBPCB and disruption in proper receipt of real time information. Our Company has replied to both the show cause notices on February 16, 2018 and October 12, 2020 respectively, explaining the reason for delay in disposing of the hazardous waste generated and clarifying the disruption in OCEMS data transmission due to technicalities, thereby seeking for no further action. These matters are currently pending.

31. The Petroleum and Explosives Safety Organisation issued 14 show cause notices to Lafarge India Private Limited (now our Company) and two show cause notices to our Company at the Arasmeta Cement Plant, Chittorgarh Cement Plant and Sonadih Cement Plant, located in the states of Chhattisgarh and Rajasthan respectively, during the period of April 2002 to the date of this Red Herring Prospectus, seeking, among others, (i) information with regards to usage and storage of explosives, (ii) submission of certain documents to comply with the renewal and amendment in the license granted under the Explosives Rules, 2008 ("**Rules**") and alleging violation of certain provisions of the Explosives Act,1884 ("**Act**") and the Rules. Our Company has replied to these show cause notices clarifying the requirement and usage of such explosive in limestone mines related to these cement plants and has submitted the requisite documents, stating the measures undertaken to ensure compliance with the Act and Rules. These matters are currently pending.

32. The Directorate General of Mines Safety ("**DGMS**") issued six cause notices to our Company located in the State of Chhattisgarh during the period of August 2017 to the date of this Red Herring Prospectus (i) seeking submission of the safety management plan implemented by our Company ("**SMP**") for the Arasmeta mines and Kirari mines, and (ii) alleging, among others, violation of certain provisions of the

Metalliferous Mines Regulations, 1961, read with circular dated November 6, 2017 issued by DGMS pertaining to levels of illumination, appointment of adequate number of statutory personnel ("**Mines Regulations and Circular**"). Our Company has replied to these show cause notices submitting the SMP explaining in detail with necessary documents in support of the measures undertaken to ensure compliance with the Mines Regulations and Circular. These matters are currently pending.

33. The Chhattisgarh Environment Conservation Board ("**CGECB**") issued 15 show cause notices and directions from January 2018 to the date of this Red Herring Prospectus to our Company alleging, among others, (i) violation of the terms of the consent to operate granted to the Arasmeta Cement Plant and directing our Company to adopt measures to treat the waste generated from the Arasmeta Cement Plant and to maintain zero discharge conditions within the premises the Arasmeta Cement Plant, (ii) violation of certain provisions under the Hazardous Waste Management Rules, 2016 and also (i) seeking information on usage of petcoke and necessary details of maintaining the storage and emission norms for checking pollution levels and (ii) seeking clarification on the complaints received pursuant to environment assessment report for Captive Power Plant and Waste Heat Recovery projects and further directing to not commence work until a proper permission is issued in this regard. Our Company has replied to all such notices and letters providing necessary information and clarification and stating the measures taken by our Company to ensure compliance with all the terms and conditions of the consent to operate granted to the plant, thereby requesting the CGECB to withdraw the notices and directions. These matters are currently pending.

34. The Directorate General of Mines Safety ("**DGMS**"), pursuant to several inspections issued 45 show cause notices to the Arniya Joshi mines and Sonadih mines of our Company, located in the States of Rajasthan and Chhattisgarh respectively, for the period starting from January 2000 to the date of this Red Herring Prospectus, alleging, among others, (i) violation of certain provisions of the Mines Rules, 1955 and the Metalliferous Mines Regulations, 1961, (ii) violation of certain provisions of the Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2010, (v) violation of certain provisions pertaining to improper lightning in accordance with Regulation 148 read with DGMS Circular No. 03 of 2017 issued by the Directorate General ("**Mines Regulations Rules and Circulars**") Our Company replied to these show cause notices and explained the factual situation by providing necessary supporting and stating measures undertaken by our Company to ensure compliance with the Mines Regulations, Rules and Circulars. These matters are currently pending.

35. The Department of Mines and Geology, Rajasthan and Karnataka and the Mining Officer at Balodabazar issued nine letters and show cause notices for the Arniya Joshi mines, Chittapur mines and Sonadih mines of our Company, located in the States of Rajasthan, Karnataka and Chhattisgarh respectively, for the period starting from March 2013 to the date of this Red Herring Prospectus, alleging among others, (i) violation of provisions of Rajasthan Minor Mineral Concession Rules, 2017 in relation to discontinuation of mining activities in the 'Ahiro ka Kheda', (iii) violation of certain provisions of the Mineral Concession Rules, 1960 (iv) violation of provisions pertaining to Mineral Conservation and Development Rules,2017 and seeking certain information including (i) information about the welfare measures undertaking by our Company under the Mine Rules, 1955 and (ii) information on the delay in commencing the mining operations by our Company. Our Company has duly replied to these show cause notices and provided necessary documents necessary along with factual inputs and stating measures undertaken by our Company to ensure compliance with the stipulated regulations. These matters are currently pending.

36. The Rajasthan State Pollution Control Board ("**RSPCB**") issued a notice dated February 19, 2019 to our Company informing our Company of the decisions taken by the RSPCB in relation to the alleged discrepancies in the Online Continuous Emission Monitoring Systems ("**OCEMS**") at the Chittorgarh Cement Plant. Our Company replied to this notice on March 6, 2019 stating measures being undertaken by our Company to ensure compliance with the decisions taken by the RSPCB. This matter is currently pending.

37. The Rajasthan State Pollution Control Board ("**RSPCB**") issued two show cause notices each dated January 25, 2019 to our Company alleging irregularities in the ambient air quality and emission monitoring of the Arniya Joshi mines and Sitaram Ji Ka Khera mines ("**Mines**") associated with the Chittorgarh Cement Plant and directing our Company to provide reasons for not revoking the application made by our Company to obtain the consent to operate the Mines ("**Mines CTO**"). Our Company has replied to these show cause notices on June 11, 2019 stating the measures taken by our Company to ensure compliance with all the prescribed norms regarding emissions and ambient air

quality. These matters are currently pending.

38. The Chhattisgarh Environment Conservation Board ("**CGECB**") issued five directions from May 2017 to the date of this Red Herring Prospectus, alleging violation of the terms of the consent to operate granted to our Company ("**CTO**") for the Sonadih Cement Plant in both instances, and (i) directing our Company to close operations of the Sonadih Cement Plant, and (ii) stating that the concerned authorities would disconnect water, electricity and other facilities provided to the Sonadih Cement Plant with immediate effect ("**Directions**"). The CGECB provided a period of 15 days for our Company to reply to these Directions, failing which the Directions would be implemented with immediate effect. Our Company replied to these Directions stating measures undertaken by our Company to ensure compliance with the terms and conditions of the CTO. The CGECB issued a further direction on April 3, 2021 to the Sonadih Cement Plant alleging, among others, violation with certain provisions of the Air Act and directed our Company to close the Sonadih Cement Plant and power plant. Our Company has replied to this notice on April 14, 2021 addressing the issues raised by the CGECB. These matters are currently pending.

39. The Bureau of Indian Standards, Jaipur ("**BIS**") issued two notices dated April 9, 2019 and May 7, 2019 to our Company alleging violation of (i) Clause 10 read with Clause 2 of both Indian Standard 269:2015 and Indian Standard 1489 (Part 1):2015, and (ii) Clause 5 of IS 1489(Part 1):2015 in relation to standards for manufacture and sale of cement. Our Company replied to these notices on May 17, 2019 and July 8, 2019 seeking an extension of time from the BIS to resolve the alleged violations. These matters are currently pending.

40. The Board of Practical Training (Eastern Region) issued three show cause notices to Lafarge India Private Limited (now, our Company) and our Company alleging non-compliance with certain provisions of the Apprentices Act, 1961 and Apprentices (Amendment) Act, 1961, for the years 2018-2020. Our Company replied to the show cause notices seeking a period to complete the requisite process and initiate apprenticeship training programme in the Mejia Cement Plant, Jojobera Cement Plant and Chittorgarh Cement Plant. These matters are currently pending.

41. The Employees' Provident Fund Organisation ("**EPFO**") issued two show cause notices dated December 19, 2019 ("**2019 Notice**") and July 9, 2021 ("**2021 Notice**") to Sonadih Cement Plant, alleging violation of certain provisions of the Employees' Provident Fund & Miscellaneous Provisions Act, 1952 and the Employees Provident Fund Scheme of 1952 ("**EPF Act and Scheme**"). The 2019 Notice was arising out of a complaint dated December 17, 2019 received from one Brijesh Kumar Shukla. The EPFO further directed our Company to file its reply by December 30, 2019 and sought reasons to not initiate penal action under the provisions of the EPF Act and Scheme against our Company. Our Company replied to the show cause notice on December 29, 2019 clarifying that the complainant, Brijesh Kumar Shukla, was never employed by our Company and requesting EPFO to dismiss the complaint received from him. The 2021 Notice was arising out of a complaint received from Jagannath Rao regarding settlement of a provident fund claim. Our Company is in the process of replying to the 2021 Notice. This matter is currently pending.

42. The Petroleum and Explosives Safety Organisation ("**PESO**") issued a show cause notice and order dated July 14, 2015 to Lafarge India Private Limited (now, our Company) seeking surrender of the license granted for usage of ammonium nitrate, to the Arasmeta Cement Plant, under the Explosives Rules, 2008 ("**License**") as an interim measure and directing our Company to surrender the License. The PESO further stated that License was being suspended due to alleged unauthorised use of ammonium nitrate by our Company and directed our Company to show cause as to why the License should not be cancelled. Our Company replied to the show cause notice on August 10, 2015 stating that our Company was not using ammonium nitrate since 2010 and would use it once it receives the license to use ammonium nitrate under the Ammonium Nitrate Rules, 2012. Further, since there was no stock to use or dispose, our Company requested the PESO to not to cancel its existing License, pending its renewal. This matter is currently pending.

43. The Jharkhand State Pollution Control Board issued four show cause notices from December 2009 to the date of this Red Herring Prospectus to Lafarge India Private Limited (now, our Company) alleging violation of conditions specified in the consent to operate issued to the Jojobera Cement Plant in relation to, among others, ambient air quality monitoring and noise pollution. Our Company has responded to these show cause notices stating measures undertaken by our Company to ensure compliance with the terms and conditions of the consent to operate and the prescribed norms in relation to ambient air quality

monitoring. This matter is currently pending.

44. The Chhattisgarh Pollution Control Board ("**CGPCB**") issued three directions to the Arasmeta Cement Plant in the year 2017, to comply with, among others, (i) rules stipulated under the Plastic Waste Management Rules, 2016, (ii) the mandate to increase plantation pursuant to issuance of consent to operate, and (iii) filing procedures of annual returns under the Hazardous Waste Management Rules, 2016. Our Company has replied to all these directions providing necessary information and stating the measures taken by our Company to ensure compliance with all the directions. These matters are currently pending.

45. The Central Pollution Control Board ("**CPCB**") issued a direction dated July 24, 2015 to Lafarge India Limited (now, our Company) (i) directing our Company to show cause as to why the Sonadih Cement Plant should not be shut down since the Sonadih Cement Plant has not complied with the directions in relation to installation of Online Emission Monitoring System ("**OEMS**") by June 30, 2015, and (ii) directing our Company to submit documents showing the status of installation of the OEMS. Our Company replied to this show cause notice on September 10, 2015 stating that it had already installed the OEMS and assured the CPCB that our Company would comply with the directions issues by the CPCB at all times. This matter is currently pending.

46. The Petroleum and Explosives Safety Organisation, Directorate General of Mines Safety and the Indian Bureau of Mines issued 40 inspection reports and notices from February 2016 to the date of this Red Herring Prospectus pursuant to the inspection of the Sinla mines and Digrana mines of the Nimbol Cement Plant identifying various defects and alleging, among others, violation of certain provisions of the Metalliferous Mines Regulations, 1961, the Mineral Conservation and Development Rules 1988 and the Explosives Rules, 2008. Our Company has replied to all these inspection reports from time to time stating measures being undertaken by our Company to rectify these defects and alleged non-compliances. These matters are currently pending.

47. The Office of the Collector (Mineral Branch) Bilaspur, Chhattisgarh, issued two notices to our Company seeking, among others, advance payment of the rent amounting to ₹ 8.14 million and surface tax amounting to ₹ 0.54 million for the deed for the whole year and deposit of tax collected at source ("**TCS**") amounting to ₹ 0.84 million, failing which action would be initiated against our Company. Our Company replied to these notices stating that since the mined limestone falls in the category of "major minerals", our Company would deposit the amount as royalty and requesting the authority to grant exemption to our Company from payment of the deed rent and surface tax. Further, in relation to the payment of TCS, our Company confirmed that the payment was erroneously done in a different branch and stated that the payment challan would be uploaded on the online portal as required. These matters are currently pending.

48. The Eastern Railway, Asansol Division issued a joint note on September 5, 2020, to the Mejia Cement Plant, located in the State of West Bengal, pursuant to an inspection of the derailment of the railway wagon at the relevant siding, alleging failure on the part of our Company to prevent the derailment and holding the Company accountable for the same. Our Company responded to the joint note denying such allegations and requesting the authority to withdraw the joint note. This matter is currently pending.

49. The Department of Water Resources of Janjgir, Bilaspur and Raigarh issued three notices to our Company seeking payment aggregating to ₹ 5.07 million on account of groundwater tax. Our Company responded to these notices stating that the amount sought, being higher than expected, is unjustified and requesting the Department of Water Resources to reconsider the quantum of water charges. These matters are currently pending.

50. The Certificate Officer, East Singhbhum issued three demand notices to our Company seeking payment of motor vehicle tax aggregating to ₹ 0.19 million for vehicles used within the cement plants of our Company under the Bihar and Orissa Public Demands Recovery Act, 1914. Our Company is the process of responding to these demand notices and has sought time till May 30, 2021 to respond to the notices. The matter is currently pending.

51. The District Collector, Chittorgarh and the Sub Registrar, Nimbahera issued five letters to the Chittorgarh Cement Plant in the years February 2018 and 2020 and till the date of this Red Herring Prospectus, on account of conversion charges and imposition of land tax in 2020. All such notices have been challenged before the appropriate fora by our Company including filing of a suit for injunction

before the district court. These matters are pending.

52. The Civil Surgeon-Cum Chief Medical Officer, Jamshedpur issued a notice on September 4, 2019 to Jojobera Cement Plant directing our Company to obtain the registration of the Occupational Health Centre under the Clinical Establishments (Registration and Regulation) Act, 2010. The Company replied to the show cause notice by way of its letter dated September 6, 2019 explaining the non-applicability of the Clinical Establishments (Registration and Regulation) Act, 2010 to our Company. This matter is currently pending.

53. The Office of District Business and Industries Center, Chhattisgarh issued three show cause notices in the year 2018 to the Arasmeta Cement Plant pursuant to setting up of a captive power plant by our Company and objections raised by adjacent villages, misinformation in relation to the environment assessment report. All the letters have been duly replied to along with necessary clarification. These matters are currently pending.

54. The State Directorate of Revenue Intelligence, Jaipur ("**SDRI**") issued a notice on April 5, 2021 to our Company seeking submission of certain documents which are required to be submitted by our Company by virtue of being a "public office" under the provisions of the Rajasthan Stamp Act, 1998. The SDRI has stated that it is authorised to take action against our Company in case of any non-compliance or failure by our Company to submit the requisite information. Our Company replied to the notice on April 22, 2021 stating that the documents sought had already been provided as part of the adjudicating process, and resubmitting all the requisite information. This matter is currently pending.

55. The Damodar Valley Corporation ("**DVC**") issued six demand notices on April 15, 2021 and one demand notice on June 5, 2021 to the Mejia Cement Plant demanding payment aggregating to ₹ 63.22 million on account of cost sharing on a pro rata basis between our Company and DVC pursuant to an agreement dated April 6, 2005 entered into between our Company and DVC. This matter is currently pending.

56. The Office of the Assistant Engineer, Mines and Geology Department, Kotputli ("**Department**") issued a notice dated November 4, 2019 to our Company alleging violation of certain provisions of the Rajasthan Mineral Concession Rules 2017 by our Company. Our Company responded to the notice on November 16, 2019 addressing the allegation. Thereafter, the Department issued an order dated December 16, 2020, imposing a penalty of ₹ 3.40 million on our Company ("**Penalty Order**"). Our Company has responded to the Penalty Order on March 12, 2021 requesting the Department to conduct a joint inspection and re-verify the measures taken by our Company for compliance and to withdraw the Penalty Order. This matter is currently pending.

57. The ESIC, Durgapur issued an order on February 26, 2021 ("**Order**") under the Employees State Insurance Act, 1948 against our Company's RMX Plant at Durgapur, West Bengal alleging failure by the Company to comply with the provisions of the Employees State Insurance Act, 1948 in relation to payment of contribution in respect of all employees in the factory. By way of the order, our Company was directed to pay contribution under the Employees State Insurance Act, 1948 of an amount aggregating to ₹ 0.2386 million for the period from February 2016 to March 2019 and from March 2020 to July 2020. The Company paid the foregoing amount on May 6, 2021 for closure of the plant. Subsequently, the ESIC, Durgapur issued two separate notices, both dated May 11, 2021, in furtherance to the Order, levying damages for the period from February, 2016 until July, 2020 for an amount of ₹ 0.19 million and interest for delayed payment for an amount of ₹ 0.07 million. The Company is in the process of filing response. These matters are currently pending.

58. The Court Collector Stamp (Tax Evasion) Rajasthan Special Circle, Jaipur ("**Collector**") issued a notice dated March 15, 2021 to our Company in relation to the proceedings pending before the Collector Stamp Circle, Bhilwara received by the Collector in pursuance of the state government notification dated October 13, 2020, in compliance with the order of the Inspector General of Registration and Stamp Ajmer dated December 9, 2020 and seeking submission of documents from the Company, failing which it sought to take further action against our Company. Our Company responded to the notice on April 5, 2021 seeking further clarification on the subject matter. This matter is currently pending.

c. Material civil proceedings

1. A writ petition was filed on October 8, 2015 by Kabul Singh against Lafarge India Private Limited

(now, our Company), State of Haryana, Additional Chief Secretary, Government of Punjab, Industries and Commerce Department ("**Additional Chief Secretary**") and others, before the Punjab and Haryana High Court. The writ petition was filed challenging the order dated March 3, 2014 passed by the Additional Chief Secretary, allowing our Company to set up a cement plant in the Bhiwani District of Haryana, ("**Impugned Order**"). The petitioner has sought, among others, issuance of writs and/or directions (i) quashing the Impugned Order, (ii) directing the respondents to take appropriate action against our Company for causing pollution and spoiling the fertile land of the petitioner, and (iii) directing the other respondents to conduct an enquiry into the permits obtained by our Company for construction and operation of its cement plant. This matter is currently pending.

2. A writ petition was filed on October 14, 2019 by Uttam Kumar Jaiswal and others against our Company, State of Chhattisgarh and the Collector, Janjgir District before the Chhattisgarh High Court. The writ petition was filed challenging the order dated October 5, 2018, passed by the State of Chhattisgarh ("**Impugned Order**"), by way of which certain mining leases pertaining to land owned by the petitioners were renewed in favour of our Company, without intimating the petitioners and such revival was against the provision of the Mines and Minerals (Development & Regulation) Act, 1957. The petitions have sought, among others, issuance of writs and/or directions (i) setting aside the Impugned Order, and (ii) directing the respondent authorities to commence the process of mining lease afresh and pay compensation to the petitioners at the prevailing market rate. Our Company has filed an application before the Chhattisgarh High Court seeking ad interim relief in this matter. This matter is currently pending.

3. Our Company has been identified in ongoing labour proceedings filed before industrial and labour tribunals, district courts and high courts, in relation to, among others, alleged (i) deprivation of benefits, (ii) failure to pay compensation, and (iii) inappropriate termination from services, which are being contested by our Company and are currently pending before the respective tribunals, district courts and high courts.

4. Our Company is involved in ongoing legal proceedings pertaining to land parcels over which the Nimbol Cement Plant, Sinla mines and Digrana mines are located, including (i) conflicting ownership and possession claims over the same parcel of land, (ii) encroachment of land, (iii) discrepancies in relation to the title of the underlying land, (iv) cancellation of allotment of land by the government and the sale and lease deeds executed in relation to parcels of land, (v) suits filed for restraining the Company from constructing on the underlying land or to carry out mining activities, (vi) claims resulting from third party testamentary disputes, (vii) challenging mutation entries, (vi) suits filed for alleged non-agricultural use of agricultural land by our Company (vii) suits relating to fraudulent transfers, (vii) actions related to sale of land by scheduled castes /scheduled tribes, (ix) declaratory suits, (x) seeking injunctive reliefs with respect to land parcels, and (x) matters relating to transfer of property during the pendency of suit. These disputes are currently being contested by our Company and are pending before the respective courts/authorities such as Revenue Appeal Authority Pali, Revenue Board Ajmer, S.D.M Court, ADJ Court, JM/SJCM Court Jaitaran and Rajasthan High Court and various stages of adjudication.

5. The Chief Engineer (Commercial), Chhattisgarh State Power Distribution Company Limited ("**CSDPCL**") and others filed a writ petition on July 14, 2010 against Lafarge India Private Limited (now our Company) before the Chhattisgarh High Court challenging the orders dated May 14, 2010 and October 29, 2009 passed by the Electricity Consumer Grievance Redressal Forum, Bilaspur, by way of which a refund of ₹ 9.67 million was granted in favour of our Company due to excess billing by CSDPCL ("**Electricity Orders**"). CSDPCL has sought, among others, setting aside of the Electricity Orders. The matter is currently pending.

6. The Tehsildar, Jaitaran, Pali filed four suits under Section 177 of the Rajasthan Tenancy Act, 1955 against the Siddhi Vinayak Cement Private Limited (now, our Company) and certain others before the Sub-Divisional Magistrate Court and Assistant cum Executive Magistrate, Jaitaran in relation to use of agricultural land for a non-agricultural purpose by our Company. These matters are currently pending.

7. The Tehsildar Jaitaran, Pali filed six suits against the order dated November 22, 2017 passed by the Sub-Divisional Magistrate, Jaitaran by way of which, the original revenue suit filed by the Tehsildar seeking cancellation of the sale of certain land parcels to our Company, for the alleged violation of certain provisions of the Rajasthan Tenancy Act, 1955 and the relevant rules, was dismissed. These matters are currently pending.

8. Balveer, the original petitioner, filed an appeal against the order dated June 24, 2016 passed by the Revenue Board, Ajmer, by way of which the original suit filed by the appellant against the allotment of government land to Siddhi Vinayak Cement Private Limited (now our Company) was dismissed. This matter is currently pending.

9. An appeal was filed by Tulsiram Joshi on April 6, 2011, against Lafarge India Private Limited (now our Company) and another before the Bombay High Court. The appeal was filed against the order dated March 16, 2011, passed by a single judge bench of the Bombay High Court, by way of which the appellant was, among others, restrained from carrying out mining and crushing activities on the property, which was the subject matter of the original suit filed by Lafarge India Private Limited (now our Company) before the Bombay High Court, involving an amount aggregating to ₹ 290.00 million ("**Original Suit**"). The Original Suit was filed by our Company before the Bombay High Court against the appellant and another, seeking, among others, the specific performance of the boulder purchase agreement dated April 8, 2010 and the lease deed dated April 7, 2010 read with the deed of assignment dated April 8, 2010 which had been entered into among the parties to undertake mining activities. This matter is currently pending.

10. The State of Rajasthan through the Collector (Stamps), Circle Bhilwara filed a writ petition on March 31, 2021 against Lafarge India Private Limited (now our Company) before the Jodhpur High Court challenging the order dated January 23, 2017 ("**2017 Order**") passed by the Rajasthan Tax Board, Ajmer in relation to stamp duty paid on the transfer of property from GKW Cement Limited to Lafarge Rajasthan Cement Limited (which was subsequently amalgamated into Lafarge India Private Limited which is now our Company) while quashing the previous order dated January 23, 2012 ("**2012 Order**") passed by the petitioner in this regard. The 2012 Order had directed that stamp duty would need to be paid upon the change of name from GKW Cement Limited to Lafarge Rajasthan Cement Limited and again upon the latter's amalgamation into Lafarge India Private Limited. The petitioner has sought, among others, quashing, setting aside of the 2017 Order and revival of the 2012 Order. A stay petition against the 2017 Order has also been filed. This matter is currently pending.

11. Sinala Vikas Samiti filed an application before the National Green Tribunal, New Delhi ("**NGT**") against the Nimbol Cement Plant of our Company and certain others, alleging, among others, violation of the distancing guidelines issued by Rajasthan State Pollution Control Board and the extraction of ground water within the Nimbol Cement Plant without a valid no-objection certificate. The NGT passed an order dated May 19, 2021 ("**Order**") (i) directing the respondents to submit a reply within six weeks from the date of the Order by email; and (ii) calling for a report within six weeks from the Order from a joint committee comprising (a) the District Magistrate Pali, Rajasthan, (b) Regional Director, Central Ground Water Board, Jaipur and (c) Rajasthan Pollution Control Board, pursuant to a visit to the Nimbol Cement Plant. This matter is currently pending.

12. Our Company is involved in ongoing legal proceedings pertaining to land parcels over which its Nimbol Cement Plant and the Sinla mines and Digrana mines are located. For further details, see "- ***Litigation involving our Company - Litigation initiated by our Company - Material civil proceedings***" on page 405.

d. Tax proceedings

Particulars	Number of cases	Aggregate amount involved to the extent ascertainable (*in ₹ million*)
Direct Tax	17	3,255.56
Indirect Tax	193	3,051.27
Total	**210**	**6,306.83**

Material direct tax matters:

1. A draft assessment order dated December 22, 2016 was passed under Section 143(3) read with Section 144(C) read with Section 92CA(3) of the Income Tax Act by the Deputy Commissioner of Income Tax, Mumbai ("**DCIT**") for the assessment year 2013-14. The DCIT had disallowed, among others, a claim of deduction on account of reimbursement expenses and sales tax incentives of our Company. Aggrieved by the draft assessment order, our Company filed its objections before the Disputes Resolution Panel, Mumbai ("**DRP**"). By way of its direction dated September 25, 2017, the DRP rejected the objections filed by our Company, pursuant to which, our Company received a notice dated

November 20, 2017 under Section 156 of the Income Tax Act for a demand of an amount of ₹ 937.84 million along with the final assessment order dated November 20, 2017 under Section 143(3) of the Income Tax Act passed by the Assistant Commissioner of Income Tax, Mumbai ("**ACIT**") for the assessment year 2013-14. Further, a penalty notice was issued under Section 271(1)(c) of the Income Tax Act in relation to certain adjustments made to the total income of our Company. Aggrieved by the final assessment order, notice of demand and the penalty notice of the ACIT, our Company filed an appeal before the Income Tax Appellate Tribunal, Mumbai, on December 21, 2017. The matter is currently pending.

2. Our Company received a notice dated January 30, 2018 under Section 156 of the Income Tax Act for a demand of an amount of ₹ 213.18 million along with an assessment order dated January 30, 2018 under Section 143(3) of the Income Tax Act passed by the Assistant Commissioner of Income Tax, Mumbai ("**ACIT**") for the assessment year 2014-15. The ACIT disallowed, among others, a claim of deduction on account of power purchase made by our Company. Further, a penalty notice was issued under Section 274 read with Section 271(1)(c) of the Income Tax Act in relation to certain adjustments made to the total income of our Company. Aggrieved by the assessment order, notice of demand and the penalty notice of the ACIT, our Company has filed an appeal before the Commissioner of Income Tax (Appeals) on February 27, 2018. The matter is currently pending.

3. Our Company received a notice dated January 30, 2019 under Section 143(3) read with Section 144C(3) of the Income Tax Act for a refund of an amount of ₹ 41.74 million along with an assessment order dated January 30, 2019 under Section 143(3) of the Income Tax Act passed by the Deputy Commissioner of Income Tax, Mumbai ("**DCIT**") for the assessment year 2015-16. The DCIT has disallowed, among others, a claim of deduction on account of depreciation of intangible assets of our Company. Further, a penalty notice was issued under Section 271(1)(c) of the Income Tax Act in relation to certain adjustments made to the total income of our Company. Aggrieved by the assessment order, notice of demand and the penalty notice of the DCIT, our Company has filed an appeal before the Commissioner of Income Tax (Appeals), Mumbai on February 27, 2019. The matter is currently pending.

4. Our Company received a notice dated January 20, 2020 under Section 143(3) read with Section 144C(3) of the Income Tax Act for a demand of an amount of ₹ 208.00 million along with an assessment order dated January 20, 2020 was passed under Section 143(3) of the Income Tax Act by the Deputy Commissioner of Income Tax, Mumbai ("**DCIT**") for the assessment year 2016-17. The DCIT has disallowed, among others, a claim of deduction on account of expenditure and depreciation of intangible assets of our Company. Further, a penalty notice was issued under Section 271(1)(c) of the Income Tax Act in relation to certain adjustments made to the total income of our Company. Aggrieved by the assessment order, notice of demand and the penalty notice of the DCIT, our Company has filed an appeal before the Commissioner of Income Tax (Appeals), Mumbai on February 4, 2020. The matter is currently pending.

Material indirect tax matters:

5. The Commissioner of Central Excise & Service Tax, Jamshedpur ("**Commissioner**") issued a demand-cum-notice to show cause dated June 22, 2010 for alleged short payment and recovery of central excise duty of ₹ 328.41 million for clearance of portland cement from the Jojobera Cement Plant during the period from July 2009 to March 2010 and sought to impose interest and penalty under the Central Excise Act, 1944 and the rules thereunder ("**Central Excise Act**"). Our Company, by way of a letter dated June 23, 2010, has responded to the notice of the Commissioner stating, among others, (i) the non-applicability of certain provisions of the provisions of the Central Excise Act to portland cement; (ii) there is no requirement for declaring retail sale price for supply of cement bags to institutional and industrial customers, and (iii) payment of applicable excise duty on all clearances from its plant at therate of duty, as prescribed, since there is no prescribed procedure to apply the revised sales price on clearances and sales made and requested the Commissioner to not initiate proceedings against our Company. The matter is currently pending.

6. The Commissioner of Central Excise & Service Tax, Jamshedpur ("**Commissioner**") issued a demand-cum-notice to show cause dated May 3, 2011 for alleged short payment and recovery of central excise duty of ₹ 407.33 million for clearance of cement from the Jojobera Cement Plant during the period from April 2010 to January 2011 and sought to impose interest and penalty under the Central Excise Act, 1944 and the rules thereunder ("**Central Excise Act**"). Our Company, by way of a letter dated July 4, 2011, has responded to the notice of the Commissioner stating, among others, (i) the non-applicability

of the provisions of certain provisions of the Central Excise Act to portland cement, (ii) there is no requirement for declaring retail sale price for supply of cement bags to institutional and industrial customers, and (iii) payment of applicable excise duty on all clearances from its plant at the rate of duty, as prescribed, since there is no prescribed procedure to apply the revised sales price on clearances and sales made and requested the Commissioner to not initiate proceedings against our Company. The matter is currently pending.

B. Litigation filed by our Company

a. Criminal proceedings

1. Our Company has filed 222 complaints against various persons under the Negotiable Instruments Act, 1881, in relation to dishonour of cheques and recovery of dues. The matters are pending at different stages of adjudication before various fora. The aggregate amount involved in these matters is ₹ 188.97 million.

2. A quashing petition was filed on October 11, 2018 under the Code of Criminal Procedure, 1973 by one of the representatives of our Company with respect to the Jojobera Cement Plant, against the State of Jharkhand and another before the Jharkhand High Court, at Ranchi. The application was filed for seeking an order from the Jharkhand High Court to quash the entire criminal proceedings of C/2 case no. 41 of 2014 and order dated February 26, 2014 passed by the Court of Learned Judicial Magistrate, Jamshedpur against certain former directors and certain employees of our Company ("**Criminal Proceedings**") alleging possession of medicines/drugs by our Company without having the requisite license. The Jharkhand High Court, by way of an order dated November 26, 2019, granted a stay on the Criminal Proceedings. This matter is currently pending.

3. A quashing petition was filed on March 21, 2007 under the Code of Criminal Procedure, 1973 by Lafarge India Private Limited and an employee of our Company against the State of Odisha and Hemanta Kar, before the Odisha High Court, at Cuttack. The application was filed to quash the cognizance of the entire proceedings of I.C.C Case No. 19 of 2006, passed by the Judicial Magistrate First Class, at Barbil which was initiated by Hemanta Kar against our Company and its employee under Section 138 of the Negotiable Instruments Act, 1881, for alleged dishonour of a cheque which was issued by our Company in favour of Hemanta Kar. This matter is currently pending.

4. Certain employees of the Nimbol Cement Plant filed 36 separate FIRs against certain individuals under various Sections of the Indian Penal Code, 1860, certain provisions of the Scheduled Caste and Scheduled Tribe (Prevention of Atrocities) Act, 1989 and the Rajasthan Epidemic Diseases Act alleging, among others, criminal conspiracy, unlawful assembly, wrongful restraint, voluntarily causing hurt, cheating, assault with an intent to outrage modesty, criminal trespass. These matters are currently pending.

5. Siddhi Vinayak Cement Private Limited (now, our Company) filed three FIRs before the Jaitaran, Pali police station against certain individuals alleging encroachment on a land which was leased to our Company under mining lease. The accused have filed a quashing petition before the Rajasthan High Court at Jodhpur for quashing and setting aside the FIRs. These matters are currently pending.

b. Material civil proceedings

1. A writ petition was filed on January 9, 2017 by Lafarge India Limited (now, our Company) against State of Himachal Pradesh and others, before the Himachal Pradesh High Court at Shimla ("**HP High Court**"). The writ petition was filed in relation to the alleged non-compliance by the State of Himachal Pradesh of certain obligations under the Mines and Minerals (Development and Regulation) Amendment Act, 2015 ("**Amendment Act**") and the Mineral (Other than Atomic Carbons Energy Minerals) Concession Rules, 2016 ("**MCC Rules**") delaying the execution and registration of a mining lease in favour of Lafarge India Limited and consequently, causing losses to our Company. Our Company has sought, among others, issuance of writs/directions/orders (i) directing the State of Himachal Pradesh to execute and register the mining lease in favour of Lafarge India Limited on or before January 11, 2017 (being the last date for registration of the two year statutory period stipulated under the Amendment Act for execution and registration of lease deeds which were entered into prior to the Amendment Act) ("**Statutory Period**"), (ii) declaring that any delay caused in obtaining the requisite consent for operation under the Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forests Rights) Act, 2006 due to inaction on the part of the statutory authorities should

be excluded while calculating the Statutory Period, and (iii) alternatively, in the event the Statutory Period is not extended beyond January 11, 2017, declaring Section 10A(2)(C) of the Amended Act read with Rule 8 of the MCC Rules as unconstitutional, to the extent that it makes the period provided for therein, inflexible pursuant to the imposition of an arbitrary and rigid timeline. By way of an interim order, the HP High Court stated that the expiry of the cut-off date would not hinder a decision in favour of our Company, if it were found that the writ petition is maintainable. The matter is currently pending.

2. A writ petition was filed on February 15, 2002 by Lafarge India Limited (now, our Company) and one other against the State of Chhattisgarh, Collector of Stamp and District Registrar, Raipur, ("**Collector**"), and others, before the Chhattisgarh High Court at Bilaspur ("**Bilaspur Court**"). The writ petition was filed challenging the validity of actions undertaken and orders dated October 17, 2001 and January 15, 2002 ("**Orders**") issued by the Collector, in relation to revaluation of assets with regard to assessment and adjudication of stamp duty payable on a deed of conveyance entered into between the steel manufacturer that owned it and our Company and alleged, among others, violation of Articles 14 and 19(1)(g) of the Constitution of India by the Collector. The petitioners have sought, among others, issuance of such writs (i) directing the respondents to withdraw and/ or cancel the Orders, (ii) restraining the respondents from taking any steps for implementation of the Orders, and (iii) quashing the enquiry initiated by the Collector against the petitioners. The matter is currently pending.

3. A revision petition was filed by our Company against the Sub Registrar Jaitaran, Collector (Stamps) Circle - Pali, ("**Stamp Collector**") and another before the Rajasthan Tax Board, Ajmer challenging the order dated December 1, 2020 passed by the Stamp Collector ("**Impugned Order**") by way of which an additional demand and surcharge was imposed on our Company in relation to the stamp duty levied pertaining to the scheme of arrangement in terms of which the Nimbol Cement Plant was merged into our Company pursuant to demerger from Nirma Limited. By way of the Impugned Order, the Authority had fastened additional demand while committing an error in both the calculation as well as in the applicability of the rate of surcharge under the Rajasthan Stamp Act, 1998. Pursuant to the Impugned Order, our Company paid an amount of ₹ 394.17 million. By way of revision petition, our Company has sought, amongst others, (a) suitable modification of the Impugned Order, (b) quashing of the Order related to levying of the cow cess levied at 20%, (iii) calculation of the surcharge after setting off of the duty already paid in Gujarat and Rajasthan, and (iv) refund of the amount already paid by our Company along with interest. The matter is currently pending.

4. A writ petition was filed on April 27, 2016 by Lafarge India Limited (now, our Company) against the State of Rajasthan, the Principal Secretary, Mines and Petroleum, Government of Rajasthan, the District Collector, Chittorgarh ("**Collector**") and others, before the Rajasthan High Court at Jodhpur ("**Rajasthan High Court**"). The writ petition was filed challenging the validity of the circular dated April 25, 2011 issued by the State of Rajasthan directing all district collectors to stay all instructions or orders issued relating to allotment for common land ("**Charagah Land**") for private or commercial use ("**2011 Circular**") and a letter dated November 27, 2013 issued by the Collector stating that the Company would not be permitted to exchange the Charagah Land with any other land ("**2013 Order**"). The Charagah Land was validly allotted to our Company by the State of Rajasthan as surface rights pursuant to a mining lease dated May 14, 2010 ("**Land Parcel**"). Our Company has sought, among others, issuance of such writs (i) quashing and setting aside of the 2011 Circular and 2013 Order, and (ii) restrain the respondents from stopping Lafarge India Limited from undertaking mining activities on the Land Parcel. Our Company has filed an application with the Collector submitting the notifications dated May 31, 2017 and September 27, 2017 to regularise all such cases of such land by way of exchange of land within same district. The matter is currently pending.

5. Nirma Limited (with respect to the Nimbol Cement Plant, which is now owned by our Company) and another filed a writ petition on May 14, 2018 against the State of Rajasthan and others before the Rajasthan High Court at Jodhpur, challenging the order dated April 30, 2018 ("**Impugned Order**") passed by the Superintendent Mining Engineer, by way of which Siddhi Vinayak Cement Private Limited was directed to file a transfer application within 30 days, from the date of the Impugned Order, the transfer of mines from Siddhi Vinayak Cement Private Limited to Nirma Limited in accordance with the conditions of the Minerals (Transfer of Mining lease Granted Otherwise than through Auction for Captive Purposes) Rules, 2016. Our Company has sought, among others issuance of an (i) appropriate writ directing the respondents to effect the change of name of the petitioner, from erstwhile Siddhi Vinayak Cement Private Limited, in their records, and (ii) appropriate writ setting aside the Impugned Order. Our Company has also filed an application before the Rajasthan High Court at Jodhpur seeking a stay on the Impugned Order. By way of its order dated May 30, 2018, the Rajasthan

High Court at Jodhpur directed that no coercive steps should be adopted against our Company. This matter is currently pending.

6. Lafarge India Private Limited (now our Company) filed a special leave petition on October 27, 2009 against the State of Chhattisgarh before the Supreme Court of India challenging the final order and judgment dated September 10, 2009 passed by the Chhattisgarh High Court, which had dismissed a writ petition filed by our Company in relation to imposition of entry tax on the entry of goods into the local area of the State of Madhya Pradesh ("**Impugned Order**"). Our Company has sought, among others, directions setting aside the Impugned Order. The matter is currently pending.

7. A writ petition was filed on July 25, 2019 by our Company against the State of West Bengal, the Principal Secretary, Department of Industry, Commerce and Enterprises, Additional Chief Secretary, Department of Industry, Commerce and Enterprises, Administrative Branch, Government of West Bengal ("**Additional Secretary**") and others, before the Calcutta High Court challenging an order dated March 18, 2019 ("**Impugned Order**") in relation to cap on the disbursement towards industrial promotion assistance to the extent of fixed capital investment assured to our Company under the West Bengal Incentive Scheme, 2004 which was passed by the Additional Secretary in, among others, alleged violation of the directions previously issued by the Calcutta High Court in a previous order dated June 27, 2018, in relation to disbursement of incentives assured to our Company under the West Bengal Incentive Scheme, 2004 ("**Scheme**"). Our Company has sought, among others, issuance of such writs and/or directions (i) setting aside the Impugned Order, (ii) restraining the respondents from taking any steps for implementation of the Impugned Order, and (iii) issuing an injunction restraining the respondents from delaying sanction, grant and disbursement of incentives assured to our Company under the Scheme. The matter is currently pending.

8. A writ petition was filed on December 16, 2015 by Lafarge India Private Limited (now, our Company) against the Chhattisgarh State Electricity Regulatory Commission ("**CSERC**"), Chhattisgarh State Power Distribution Company Limited ("**CSPDCL**") and Arasmeta Captive Power Company Private Limited before the Chhattisgarh High Court. The writ petition was filed challenging the ex-parte order dated September 8, 2015 ("**Impugned Order**") passed by CSERC and the supplementary bills dated November 24, 2015 raised by CSPDCL ("**Impugned Bills**"). The Impugned Order stated that the erstwhile power plant of Company did not qualify as a captive generation plant in terms of the Electricity Act, 2003 and the Electricity Rules, 2005 for Fiscal 2014 (the CPP in question is no longer in existence), and hence liable for surcharge of ₹ 126.76 million upon our Company for said period during which the group captive power plant is in operation. Our Company has sought, among others, an order (i) setting aside the Impugned Order and the Impugned Bills for recovery of the cross subsidy surcharge, and (ii) directing CSERC to provide our Company an opportunity to be heard and make submissions in relation to the subject matter. This matter is currently pending.

9. A special leave petition was filed on December 5, 2016 by Lafarge India Limited (now, our Company) against State of Rajasthan, the Director, Mines & Geology Department, Government of Rajasthan and others, before the Supreme Court of India. The special leave petition was filed seeking leave of the Supreme Court of India against the common final judgment and order dated October 6, 2016, in a writ petition which was passed by the Rajasthan High Court basis the common final judgment and order dated October 12, 2011 ("**Precedent**"**).** Our Company also challenged the Precedent, by way of which, it was held by the Rajasthan High Court that the enactment of the Rajasthan Finance Act, 2008 and the Rajasthan Environment and Health Cess Rules, 2008 ("**Act and Rules**") are within the powers of the state legislature and that the levy of cess under the Act and Rules cannot be made retrospectively. Our Company, by way of the special leave petition, has sought, among others (i) declaration that the Act and Rules are illegal and their subsequent striking down, (ii) declaration that the provisions of the Act and Rules are not applicable to major minerals, (iii) direction restraining the respondents from enforcing the provisions of the Act and Rules against our Company, and (iv) direction to the respondents to refund amounts deposited by our Company as cess, under duress. The Supreme Court of India, by way of an order dated January 20, 2017, (i) prohibited the respondents to undertake any coercive steps for recovery of any amount from the Company, and (ii) granted leave to the appeal. Further, this special leave petition has been tagged with a civil appeal of 1999 which is referred to the Supreme Court of India. This matter is currently pending.

10. A writ petition was filed on January 4, 2008 by Lafarge India Private Limited (now, our Company) against the Union of India, State of Jharkhand, Under Secretary, Ministry of Labour and Employment ("**Under Secretary**"), Labour Commissioner, Jharkhand ("**Commissioner**"), Joint Labour

Commissioner, Jharkhand ("**Joint Commissioner**") and others, before the Jharkhand High Court, at Ranchi. Our Company has sought, among others, a writ to (i) quash the order dated November 28, 2007 passed by the Commissioner pertaining to implementation of the "cement wage board award" against the Jojobera Cement Plant ("**Impugned Order**"), (ii) quash the notice dated September 26, 2007 issued by the Under Secretary, by way of which, the state government was designated as the appropriate government under the Contract Labour (Regulation and Abolition) Act, 1970 for our Company, despite the fact that the cement industry is a controlled industry under the Industrial (Development and Regulation Act), 1951, and (iii) quash the letter dated December 26, 2007 issued by the Joint Commissioner pertaining to the implementation of the Impugned Order against the Jojobera Cement Plant. By way of its interim order dated February 19, 2008, the Jharkhand High Court directed the respondents to not take any coercive action until the final order and judgment. This matter is currently pending.

11. A writ petition was filed on August 19, 2015 by Lafarge India Private Limited (now, our Company) against the Union of India, Ministry of Coal ("**Coal Ministry**") and others before the Delhi High Court. The writ petition was filed challenging the orders dated August 4, 2015 and November 16, 2012 passed by the Coal Ministry ("**Impugned Orders**"), by way of which the Coal Ministry had, among others, decided to forfeit an amount of ₹ 25.59 million out of the bank guarantee of an amount of ₹ 134.70 million submitted by our Company ("**Bank Guarantee**") pursuant to the letter of allocation dated June 17, 2009 in relation to the coal block located at Dahegaon Makardhokra-IV. Our Company has sought, among others, issuance of writs and/or directions (i) setting aside the Impugned Orders, and (ii) releasing the Bank Guarantee. This matter is currently pending.

12. A special leave petition was filed on June 11, 2009 by Lafarge India Private Limited (now, our Company) against State of Chhattisgarh and others, before the Supreme Court of India. The special leave petition was filed against the common final judgment and order dated December 15, 2006 which was passed by the Chhattisgarh High Court ("**Impugned Order**")where it was held, among others, that the enactment of the Chhattisgarh Upkar (Sanshodhan) Adhiniyam, 2004 ("**Act**") and the subsequent amendment to the Act ("**Amendment**") is within the powers of the state legislature. Our Company has sought special leave to appeal against the Impugned Order to extent of the finding of the Chhattisgarh High Court that the state legislature was competent to enact the Act and the Amendment. This matter is currently pending.

13. A writ petition was filed by our Company on January 9, 2017 against the State of Rajasthan and others before the Rajasthan High Court at Jodhpur (Single Bench) ("**Single Bench**") against the State of Rajasthan and others challenging the provisions of the Mines and Minerals (Development and Regulation) Act, 1957 and the Mineral (Other than Atomic Carbons Energy Minerals) Concession Rules, 2016 to the extent these provisions delay the execution and registration of a mining lease, pursuant to the letter of intent dated December 31, 2014, in favour of our Company and consequently, causing losses to our Company. The writ petition was filed seeking (i) protection against Section 10 (A) (2) (c) of the Mines and Minerals (Development and Regulation) Amendment Act, 2015, and (ii) direction to the State Government for grant and execution of mining lease pursuant to the letter of intent dated December 31, 2014 in favour of our Company. Our Company has sought, among others, directions requesting the state government to grant the mining lease, pursuant to the letter of intent, in favour of our Company. By way of an order dated January 4, 2018 ("**Order**"), the Single Bench directed the state government to consider the case and grant the mining lease within two months from date of receipt of the copy of the Order. The State of Rajasthan filed an appeal against the Order before a division bench of the Rajasthan High Court at Jodhpur seeking, among others, setting aside of the Order. The division bench, by way of its order April 4, 2018 disposed of the appeal with a liberty to approach the single bench for review of the Order. Our Company filed representations letters dated January 22, 2018 and April 5, 2021 to the state government requesting to expedite the execution of the mining lease in favour of our Company. This matter is currently pending.

14. Our Company has filed a suit on February 24, 2020 against Calcutta Cement Private Limited before the Bombay High Court alleging infringement of the trademark "CONCRETO", registered in the name of our Company ("**Mark**"), by the defendant. Our Company has sought, among others, (i) injunction restraining the defendant from using the Mark and any other similar mark which is similar to the Mark, (ii) decree and order against the defendant to render a true and faithful account of all the profits earned by use of the Mark and pay our Company such amount accordingly, and (iii) ad interim relief against the defendant. Our Company has also filed an ad interim application dated February 24, 2020 before the Bombay High Court seeking ad interim relief. By way of its order dated March 4, 2020, an ex-parte

ad-interim injunction was granted against the defendant, restraining them to use the Mark. This matter is currently pending. Also, see "***Risk Factors - We may be unable to adequately protect our intellectual property and may be subject to risks of infringement claims.***" on page 62.

15. Lafarge Cement (now, our Company) filed an appeal on April 10, 2008 against Sarabjit S. Mokha and others before the Supreme Court of India against an order dated February 29, 2008 ("**MRTP Order**") passed by the Monopolies and Restrictive Trade Practices Commission, New Delhi ("**MRTP**") by way of which the MRTP concluded that our Company acted in concert with certain cement companies for indulging in restrictive trade practice of cartelisation and raising the price of cement bags in Jabalpur during July and December, 2000 and January 2001 and issued a cease and desist order directing our Company and others companies to restrain from, among others, fixing selling price of the cement. Our Company has, by way of the appeal, sought directions to allow the appeal and set aside the MRTP Order. The Supreme Court of India, by its order dated April 16, 2008 granted interim relief in terms with the order. The matter is currently pending.

16. Lafarge India Private Limited (now our Company) is involved in ongoing legal proceedings pertaining to certain land disputes for its Bhiwani Cement Plant including (i) conflicting ownership claims over certain parcels of land, (ii) allegations of forceful acquisition of land by our Company, (iii) allegations of dumping of construction material by our Company, and (iv) land partition claims over certain parcels of land by the co-sharers. These disputes are currently being contested by our Company and are pending before the respective courts/authorities and various stages of adjudication.

17. Lafarge India Private Limited (now our Company) filed a writ petition on October 10, 2011 against the Union of India and others before the Rajasthan High Court at Jodhpur challenging the orders dated May 27, 2008, October 24, 2008 and June 22, 2011 passed by the Director of Mines and Geology, Rajasthan and the Revisional Authority, respectively ("**Rejection Orders**"). Our Company had applied for a prospecting license with respect to a certain land parcel near the village "Minyon-ki-Dhani", Jaisalmer, Rajasthan, which was rejected by way of the Rejection Orders. Our Company has sought, among others, issuance of appropriate writ or directions (i) quashing the Rejection Orders, and (ii) to the state government for grant of the prospective license to our Company. This matter is currently pending.

18. Our Company had initially filed two arbitration petitions ("**Petitions**") against the Union of India through the South Eastern Railway Administration and others before the Calcutta High Court challenging the alleged illegal demand of freight charges made by the South Eastern Railway Administration pursuant to the siding agreement dated April 1, 2016 ("**Agreement**") entered into between our Company and the respondent and to invoke the arbitration clause in the Agreement by appointment of an arbitrator. Our Company has, by way of the Petitions, sought (i) an order of injunction restraining the respondents from attempting to recover the freight charges from our Company, (ii) seeking appointment of an arbitrator, and (iii) interim order granting relief. These matters are currently pending.

19. Lafarge India Private Limited (now our Company) filed an appeal on May 12, 2016 against Chhattisgarh State Electricity Regulatory Commission ("**CSERC**") and another before the Appellate Tribunal for Electricity, Delhi against the order dated March 29, 2016 passed by the CSERC by way of which the CSERC had dismissed the petition filed by our Company seeking refund of ₹ 14.09 million resulting from alleged excess billing by Chhattisgarh State Power Distribution Company Limited. This matter is currently pending.

20. The Hon'ble Competition Commission of India ("**CCI**") passed an order in Case No. 29 of 2010 (*Builders Association of India v. Cement Manufacturers Association and others*) and RTPE 52 of 2006 (*In re: Alleged cartelization by Cement Manufacturers*) on August 31, 2016 and imposed penalty on various cement companies, including a penalty of ₹ 4,900.10 million on the Company, for contravention of the provisions of Section 3(1) read with Section 3(3)(a) and Section 3(3)(b) of the Competition Act, 2002 ("**CCI Order**"). Thereafter, the Company filed an appeal against the CCI Order with the Hon'ble Competition Appellate Tribunal ("**COMPAT**"), on November 9, 2016, and the COMPAT, by way of interim order dated November 21, 2016 ("**Interim Order**"), inter alia directed the Company to deposit 10% of the penalty amount (i.e., 10% of ₹ 4,900.10 million) in a fixed deposit account ("**FDR**"). Subsequently, the National Company Law Appellate Tribunal ("**NCLAT**"), which succeeded the COMPAT, by way of its judgment dated July 25, 2018 ("**NCLAT Judgment**"), dismissed the appeal filed by the Company against the CCI Order. Against the NCLAT Judgment, the Company filed an appeal before the Supreme Court of India ("**Supreme Court**") on September 11, 2018 ("**SC Appeal**").

On October 5, 2018, the Supreme Court admitted the SC Appeal and passed the following interim order which inter alia directed that: "The interim orders that have been passed by the Tribunal in these cases will continue in the meantime." Accordingly, pursuant to the direction of the Supreme Court and the Interim Order passed by the COMPAT, the Company deposited a fresh fixed deposit for 10% of the penalty amount imposed by the CCI on the Company, i.e., ₹ 4,900.10 million on November 15, 2018 with the NCLAT for a period of six months, which has been renewed periodically by the NCLAT. In October 2019, the Company filed a petition under Section 9 of the Arbitration and Conciliation Act, 1996 against Financiere Lafarge SAS, and sought interim relief pertaining to the onus of payment of the interest liability of 12% per annum on ₹ 4,410.00 million (being 90% of the penalty amount of ₹ 4,900.10 million) and to the rights under the share purchase agreement dated 10 September 2016 executed between, inter-alia, the Company and Financiere Lafarge SAS. The petition is currently pending before the Delhi High Court. Also, see "***Risk Factors - Our business and activities are regulated by the Competition Act, 2002, which may restrain our flexibility in pricing our products.***" on page 50.

21. Lafarge India Limited (now our Company) and another filed a writ petition on February 8, 2002 against the State of Chhattisgarh and others before the Chhattisgarh High Court at Bilaspur challenging the order dated October 17, 2001 issued to our Company by the Collector of Stamps, Raipur under Section 47-A of the Indian Stamp Act, 1899, in relation to the registered business transfer agreement and related registered conveyance deed in relation to acquisition of Sonadih Cement Plant from a steel manufacturer. By way of its order dated February 15, 2002, the Chhattisgarh High Court granted a stay in favour of our Company. This matter is currently pending.

22. GKW Cement Limited (now a part of our Company) filed a special leave petition against the State of Rajasthan and others before the Supreme Court of India challenging the final judgment and order dated February 22, 2008 passed by the Rajasthan High Court at Jodhpur ("**Order**") upholding the levy of land tax on mineral bearing land in the State of Rajasthan, under certain provisions of the Rajasthan Finance Act, 2006, along with subsequent rules and notification issued ("**Impugned Provisions**"). Our Company has sought, among others (i) special leave to appeal against the Order, (ii) directions striking down the Impugned Provisions pertaining to levy of land tax. The Supreme Court of India, by way of its order dated April 15, 2008, directed for issuance of notices and the special leave petition was registered as a civil appeal. The Supreme Court of India granted an interim stay from the further recovery of the impugned land tax from the petitioner. The civil appeal is currently pending. The respondent subsequently issued the assessment and demand notices pertaining to the land tax on the land belonging to Lafarge India Private Limited (now our Company). The said demand was also challenged before the Rajasthan High Court at Jodhpur which was disposed of by way of common order and judgment dated May 9, 2013. Pursuant to the Order of Rajasthan High Court, our Company filed an appeal before the Court of the Honourable Deputy Inspector General (Stamps) at Chittorgarh, seeking, among others, quashing and setting aside of the impugned assessment order and the demand notice.

23. Our Company filed two writ petitions on August 24, 2020, against the State of Rajasthan and others before the Rajasthan High Court at Jodhpur challenging certain provisions of the Rajasthan Finance Act, 2020 ("**2020 Act**") and Rajasthan Land Tax Rules 2020 in relation to the levy and imposition of land tax on our Company. Our Company has sought, among others (i) a writ or direction striking down the notification dated March 30, 2020 enacting the 2020 Act and in particular the chapter on land tax, (ii) a writ or direction declaring the Rajasthan Land Tax Rules 2020 unconstitutional, (iii) a writ or direction declaring that the sub-surface layers of the land where mining operations are being carried out do not fall under the definition "land" and "taxable land" under Section 15 of the 2020 Act. These matters are currently pending.

24. Our Company has filed appeals against two show cause notices dated November 2, 2018 and July 4, 2019, respectively, issued by the ESIC, Jaipur to the RMX Plants of our Company located at Sitapura and Jothwada in the state of Rajasthan before the Employees State Insurance Court, Jaipur, alleging violations of certain provisions of the Employees' State Insurance Act, 1948 by our Company and imposing a penalty and a recovery demand on our Company aggregating to an amount of ₹ 1.12 million. These matters are currently pending.

25. A writ petition has been filed by our Company against the State of Chhattisgarh and others before the Chhattisgarh High Court ("**High Court**") challenging the non-issuance of "Form C" under the Central Sales Tax Act, 1956, for inter-state sale/purchase of high speed diesel against the said "Form C", by

the Respondents, without any citation of law/provision of reasoning for this decision. Our Company has reasoned that for it to be able to make an interstate purchase of diesel at concessional rates, it is required to produce "Form C" to the selling dealer, which, has been denied by the Respondents with effect from October 2020 without any reasoning. Pursuant to this, our Company has prayed before the High Court to, among others, direct the respondents to provide "Form C" to our Company, and declare its non-issuance as illegal and arbitrary. This matter is currently pending before the High Court.

26. A commercial suit was filed by our Company on July 2021 against OCM Birla Private Limited and others before Delhi High Court seeking injunction and damages by the alleged infringement of trademark of our Company 'CONCRETO' ("**Mark**"). Our Company has sought, among others (i) a permamnent injunction restraining the defendants and its representatives from manufacturing, selling, offering products with the Mark; (ii) remove all advertisements and promotional material of the products with the Mark, (iii) using or attemtoing to use or claim proprietorship over the Mark. This matter is currently pending. Also, see "***Risk Factors - We may be unable to adequately protect our intellectual property and may be subject to risks of infringement claims.***" on page 62.

27. Our Company has initiated several labour proceedings before industrial and labour tribunals/courts, in relation to, among others (i) payment of benefits, (ii) payment of compensation, and (iii) termination from services, which are currently pending before the respective tribunals/courts.

28. Our Company is involved in ongoing legal proceedings pertaining to land parcels over which its Nimbol Cement Plant, Sinla mines and Digrana mines are located, including (i) conflicting ownership and possession claims over the same parcel of land, (ii) encroachment of land, (iii) discrepancies in relation to the title of the underlying land, (iv) cancellation of allotment of land by the government and the sale and lease deeds executed in relation to parcels of land, (v) suits filed for restraining the Company from constructing on the underlying land or to carry out mining activities, (vi) claims resulting from third party testamentary disputes, (vii) challenging mutation entries, (vi) suits filed for alleged non-agricultural use of agricultural land by our Company (vii) suits relating to fraudulent transfers, (vii) actions related to sale of land by scheduled castes/ scheduled tribes, (ix) declaratory suits, (x) seeking injunctive reliefs with respect to land parcels, and (x) matters relating to transfer of property during the pendency of suit. These disputes are currently being contested by our Company and are pending before the respective courts/authorities such as Revenue Appeal Authority Pali, Revenue Board Ajmer, S.D.M Court, ADJ Court, JM/SJCM Court Jaitaran and Rajasthan High Court and various stages of adjudication.

II. Litigation involving the Subsidiary

A. Litigation filed against the Subsidiary

a. Criminal proceedings

1. Proceedings have been initiated against certain employees of NU Vista (including NU Vista's whole-time director and chief executive officer) by Factory Inspector and Assistant Director, Industrial Health and Safety, Baloda Bazar before the Labour Court, Balodabazar, ("**Labour Court**") pursuant to his inspection of NU Vista's factory premises on April 10, 2019 ("**Inspection**"). Pursuant to the Inspection, NU Vista was intimated of the alleged violation of certain provisions of the Factories Act, 1948 by a show cause notice dated April 30, 2019. The said violations pertain to, among other things, non-constitution of a "safety committee" under the Factories Act, 1948, non-maintenance of a register of attendance and leave sheet for contract workers and non-provision of personal protective equipment to the workers. The matter is currently pending.

2. Proceedings have been initiated against certain employees of NU Vista (including NU Vista's whole-time director and chief executive officer) by Factory Inspector and Assistant Director, Industrial Health and Safety, Baloda Bazar before the Labour Court, Balodabazar, ("**Labour Court**") pursuant to his inspection of NU Vista's factory premises on May 10, 2017 ("**Inspection**"). Pursuant to the Inspection, NU Vista was intimated of the alleged violation of certain provisions of the Factories Act, 1948 by a show cause notice dated May 25, 2017. The said violations pertain to absence of (i) a warning barricade for a platform situated 10 metres above the ground, and (ii) the provision of safety belts and safety nets for workers working at a height, due to which, certain workers sustained injury during work. The matter is currently pending.

3. Proceedings have been initiated against certain employees of NU Vista (including NU Vista's whole-time director and chief executive officer) by Factory Inspector and Assistant Director, Industrial Health and Safety, Baloda Bazar before the Labour Court, Balodabazar, ("**Labour Court**") pursuant to his inspection of NU Vista's factory premises on April 10, 2018 ("**Inspection**"). Pursuant to the Inspection, NU Vista was intimated of the alleged violation of certain provisions of the Factories Act, 1948 by a show cause notice dated May 3, 2018. The said violations pertain to, among other things, lack of safety procedure being followed at the factory premises, due to which, certain workers sustained injury during work. The matter is currently pending.

4. Proceedings have been initiated against certain employees of NU Vista (including NU Vista's whole-time director and chief executive officer) by Factory Inspector and Assistant Director, Industrial Health and Safety, Baloda Bazar before the Labour Court, Balodabazar, ("**Labour Court**") pursuant to his inspection of NU Vista's factory premises on September 14, 2017 ("**Inspection**"). Pursuant to the Inspection, NU Vista was intimated of the alleged violation of certain provisions of the Factories Act, 1948 by a show cause notice dated October 24, 2017. The said violations pertain to, among other things, lack of safety procedure being followed at the factory premises, absence of the map for the limestone shed and non-compliance of provisions in relation to maintenance of drinking water, resting place and toilet near the limestone shed. The matter is currently pending.

b. Actions by regulatory and statutory authorities

1. Labour Enforcement Officer (Central) - II, through letter dated December 3, 2019, pursuant to his inspection dated November 26, 2019 of Risda mines, alleged certain irregularities in relation to the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 pertaining to, among other things, display of rates of wages, hours of work and date of payment, payment to contract labourers and intimation of date of commencement of work with the contractor. NU Vista, pursuant to its letter dated January 10, 2020, has provided the necessary clarifications on all points raised in the aforesaid letter, confirming that subsequently all compliances have been put in place.

2. The Competition Commission of India ("**CCI**") issued a notice on January 5, 2021 to NU Vista under Section 36(2) read with Section 41(2) of the Competition Act, 2002, in connection with the ongoing investigation proceedings seeking, among others, (i) brief profile of NU Vista, directors, top management, ownership, shareholding pattern, details of group companies/subsidiaries, (ii) name and contact details of official(s) looking after matters pertaining to marketing, production, distribution and pricing of cement of NU Vista, (iii) details of total installed capacity of cement, monthly production of cement and total sales for Fiscal 2018, 2019 and 2020, (iv) explanation of the logic used by NU Vista in making decisions regarding cement prices and production output, and (v) details of the officials of NU Vista who represent NU Vista at meetings organised by various trade associations such as Cement Manufacturers Association, Confederation of Indian Industry, Federation of Indian Chambers of Commerce and Industry and whether these individuals hold any honorary/official position in these or similar trade associations. The CCI further stated that NU Vista would liable to pay penalty for any failure by it to provide the information sought by CCI within the prescribed timeline. NU Vista sought for extension to provide its response to the notice and on February 1, 2021 NU Vista responded to this notice with the requisite information. This matter is currently pending. Also, see "***Risk Factors - Our business and activities are regulated by the Competition Act, 2002, which may restrain our flexibility in pricing our products.***" on page 50.

3. The Chhattisgarh Environment Conservation Board ("**CGECB**") issued a direction dated August 20, 2020 to NU Vista alleging violation of certain provisions of the Air Act by NU Vista in relation to, among others, fugitive emission due to coal being stored in the open within the plant premises, improper storage of slag, unsatisfactory levels of housekeeping within the factory premises. The CGECB further stated that the water, electricity supplied to the plant shall be disconnected and directed NU Vista to close the plant NU Vista has responded to the direction on September 2, 2020 addressing the issues and concerns raised by the CGECB. This matter is currently pending.

4. The Chhattisgarh Environment Conservation Board ("**CGECB**") has issued a notice dated May 27, 2021 ("**Notice**") to NU Vista pursuant to an inspection dated May 20, 2021 ("**Inspection**"). The Notice alleges that during the Inspection, certain irregularities were found at NU Vista's premises at Risda, including, among others, coal being stored outside the coal shed and storage of slag in the open ("**Irregularities**"). The Notice demanded that NU Vista take remedial actions for the Irregularities and inform CGECB of the actions undertaken within 15 days from the service of the Notice, or face action

under the Air Act. NU Vista has, through response dated June 8, 2021, provided clarifications to CGECB on the Irregularities and the remedial actions taken in relation thereto.

5. The Office of Assistant Director, Industrial Health & Safety ("**AD, Industrial Health**") has issued a notice dated June 26, 2021 ("**Notice**") to NU Vista, pursuant to certain complaints filed against NU Vista by Mr. Rajulal Shrestha, President, Chhattisgarh Cement and Mine Workers Union, alleging, among others, deprivation of salary and statutory leaves to the factory workers at NU Vista's premises. The Notice demanded for NU Vista to provide a compliance report/clarification in writing to AD, Industrial Health in relation to the allegations. NU Vista is in the process of providing adequate responses, as requested.

c. Material civil proceedings

1. A public interest litigation was filed by an individual against NU Vista, the State of Andhra Pradesh and others before the Hyderabad High Court challenging, the grant of the mining lease ("**Mining Lease**") for the Tangeda, Guntur Mines, in favour of NU Vista (then, G.V.P Infra Projects (P) Limited) by way of order dated February 5, 2018 ("**Mining Order**") for the purpose of mining of limestone in Tangeda, Guntur on grounds that the Mining Order was based on benami and manipulated records maintained by the relevant officials and was accordingly illegal, arbitrary and had an adverse impact on the local habitants. The petitioner has sought, among others, issuance of an appropriate writ or direction setting aside the Mining Order and interim relief seeking imposition of stay on any further proceedings in relation to the Mining Order. This matter is currently pending before the Hyderabad High Court.

Further, in relation to the Mining Lease, a transfer petition was filed by the Union of India before the Supreme Court of India to transfer, among others, the writ petition which was initially filed by NU Vista against the State of Andhra Pradesh before the High Court of Hyderabad ("**High Court**") for execution of the Mining Lease. However, since the writ petition was disposed of by way of an order dated June 15, 2017, NU Vista has filed an application dated in December 2019 before the Supreme Court of India seeking deletion of its petition from the memo of parties of the transfer petition. The application is currently pending before the Supreme Court of India.

d. Tax proceedings

Particulars	Number of cases	Aggregate amount involved to the extent ascertainable (*in ₹ million*)
Direct Tax	1	-
Indirect Tax	10	469.04
Total	**11**	**469.04**

B. Litigation filed by the Subsidiary

a. Criminal proceedings

NU Vista has filed 106 complaints against various persons under the Negotiable Instruments Act, 1881, in relation to dishonour of cheques and recovery of dues. The matters are pending at different stages of adjudication before various fora. The aggregate amount involved in these matters is ₹ 38.95 million.

b. Material civil proceedings

1. NU Vista was issued a letter of intent ("**LoI**") for mining lease of limestone mineral on December 31, 2014 by the Mines (Group 2) Department, Government of Rajasthan, ("**Mines Department, Group 2**"), for an area admeasuring 989.50 hectares for setting up of Nimbahera mines in Rajasthan. However, there was a difference in the area provided in the LoI and the actual mining land in the demarcation report prepared by the Assistant Mining Engineer, Department of Mines and Geology. The Indian Bureau of Mines ("**IBM**") refused to approve the mining plan due to such discrepancy.

Meanwhile, by an order dated October 17, 2015, the Secretary, Mines Department directed the refusal of grant of the letters of intent that were issued by it on the grounds of lack of transparency. Further, the Mines Department, Group 2 by a separate letter dated October 27, 2015 ("**Cancellation Order**") addressed to NU Vista, cancelled the LoI issued to the NU Vista in furtherance of the order dated

October 17, 2015. NU Vista filed a revision petition before the Central Government against the Cancellation Order. The Cancellation Order was set aside by an order of the Central Government dated December 20, 2016 and remanded the matter to the Government of Rajasthan for taking necessary action.

NU Vista by letter dated December 30, 2016 requested the Secretary-Mines, Department of Mines, Government of Rajasthan to issue an amended LoI and subsequently, NU Vista filed a writ petition in the Rajasthan High Court, Jaipur ("**Rajasthan High Court**") against the Union of India, through Secretary, Ministry of Mines, State of Rajasthan through Secretary, Mines Department ("**State Government**"), Joint Secretary, Mines (Group 2) Department ("**Joint Secretary, Mines**"), Controller General, Indian Bureau of Mines ("**IBM**") and others ("**Respondents**") seeking directions to be issued to the Respondents to (i) issue an amended LoI for an area admeasuring 939.46 hectares, (ii) approve the mining plan and the mine closure plan for the purposes of grant of mining lease based on the modified LoI, (iii) issue an order for grant of mining lease and execute the mining lease before January 12, 2017, and (iv) a declaration that the LoI should not stand lapsed/rejected on account of time limit prescribed under the Mines and Minerals (Development and Regulation) Act, 1957.

Additionally, NU Vista filed an interim application in the Rajasthan High Court seeking to restrain the Respondents from cancelling the LoI and directing the Respondents to grant the mining lease and execute the mining lease agreement along with completing all formalities for modification of the LoI during the pendency of the of the writ petition. The Rajasthan High Court, by an order dated January 11, 2017, has admitted the petition for hearing. However, the Rajasthan High Court did not grant the interim relief sought by NU Vista for directing the State Government to grant the mining lease in favour of the NU Vista, but has observed that the passing of the cut-off date may not prejudice the interest of NU Vista if it is eventually able to make out a case for issuance of appropriate directions. Subsequently, the Rajasthan High Court has directed the writ petition and the interim application to be consolidated and heard together. The matter is currently pending before the Rajasthan High Court.

2. A Writ Petition has been filed by NU Vista before the Orissa High Court challenging Clause 1 of the Resolution bearing No. IND-H12-POL-0003-2016-5248/I dated August 18, 2020 ("**Amendment Resolution**") issued by the Industries Department, Government of Odisha to amend the Industrial Policy Resolution, 2015 ("**IPR 2015**") in as much as it excluded cement manufacturing units from availing financial incentives in the form of State Goods and Services Tax ("**SGST**") reimbursement. Consequently, NU Vista has sought, among others, issuance of writs and/or directions (i) declaring that Clause 1 of the Amendment Resolution as being ultra vires, unconstitutional, illegal (ii) quashing the Amendment Resolution in as much as it excludes cement manufacturing units from availing the SGST Reimbursement, (iii) directing the State Government to consider NU Vista's impending application for the grant of Pioneer Priority Sector Status Unit and to enable it to avail the benefits of reimbursement as was previously there under IPR 2015. NU Vista has also sought for interim stay on the operation of the Amendment Resolution in as much as it excludes cement manufacturing units from availing the SGST Reimbursement and also a reimbursement of 25% of the Net SGST paid till date. Notice has been issued to the state of Orissa and the matter is currently pending.

3. NU Vista had purchased 64 units of land from various persons in 2007 and 2008, for the setting up of the Risda mines, and NU Vista was entitled to avail exemption from payment of stamp duty in relation to the agreements for purchase of such lands pursuant to a certificate of exemption dated February 12, 2008 issued by the Director, Department of Commerce and Industry ("**Director, DCI**").

A letter dated July 20, 2016 was issued to us by the General Manager, District Commerce and Industrial Center, Baloda Bazar directing us to deposit the stamp duty along with the applicable interest on the ground that NU Vista had not fulfilled the necessary condition of starting commercial production at the Risda mines within five years from the date of issuance of the certificate of exemption. Subsequently, the Collector of Stamps, Baloda Bazar ("**Collector**") registered 64 cases against us in respect of all the sale deeds that had been entered into for the purchase of the aforementioned units of land and by orders dated January 12, 2018, held that we are liable to pay the stamp duty amounting to an aggregate of ₹ 4.43 million along with interest at 12.50% per annum.

NU Vista filed a writ petition in the Chhattisgarh High Court ("**Chhattisgarh High Court**") seeking to set aside the orders passed by the Collector. Pursuant to an order dated April 10, 2018, the Chhattisgarh High Court disposed of the matter and gave liberty to NU Vista to file a revision petition before the appropriate authority. Accordingly, NU Vista filed various revision petitions before the Board of

Revenue, Principal Bench at Bilaspur, Chhattisgarh ("**Board of Revenue**") seeking to set aside the orders passed by the Collector. The Board of Revenue, by an order dated July 5, 2018, stayed the operation of the aforementioned orders of the Collector. The Chhattisgarh High Court, by an order dated February 22, 2019, has restrained the exercise of any coercive action in relation to recovery of the stamp duty. The matter is currently pending before the Chhattisgarh High Court.

4. A writ petition has been filed by NU Vista against the State of Rajasthan ("**High Court**") and others before the Rajasthan High Court, Jodhpur Bench challenging the order dated July 24, 2020 ("**Order**") passed by the Assessing Authority-cum-Sub Registrar, Deh Nagaur District by way of which NU Vista was directed to deposit land tax aggregating to ₹ 31.15 million in accordance with the notification dated March 30, 2020 ("**Notification**") issued in relation to the Rajasthan Finance Act, 2020 ("**2020 Act**"), failure to deposit which would subject NU Vista to further action. NU Vista has sought, among others (i) setting aside of the Notification, (ii) setting aside of the Order, (iii) a writ or direction declaring that the sub-surface layers of the land where mining operations are being carried out do not fall under the definition "land" and "taxable land" under Section 15 of the 2020 Act. NU Vista filed petition seeking stay on the Notification and the Order during the pendency of the writ petition. This matter is currently pending before the High Court.

5. A writ petition has been filed by NU Vista against the State of Chhattisgarh and others before the Chhattisgarh High Court challenging the demand notice dated December 15, 2020 ("**Notice**") and an assessment order dated December 17, 2020 ("**Order**") issued by the Assistant Commissioner of Income Tax to NU Vista on the ground that, being a new industrial unit, it is exempt from paying entry tax for five years from the date of commercial production or till the date when entry tax came to be subsumed under the GST regime, i.e. July 1, 2017. NU Vista has sought, among others, a writ or direction quashing the Notice and Order. The matter is currently pending before the Chhattisgarh High Court.

6. A writ petition has been filed by NU Vista against the State of Chhattisgarh and others ("**Respondents**") before the Chhattisgarh High Court ("**High Court**") on June 9, 2021 challenging the non-issuance of "Form C" under the Central Sales Tax Act, 1956, for inter-state sale/purchase of high speed diesel against the said "Form C", by the Respondents, without any citation of law/provision of reasoning for this decision. NU Vista has reasoned that for it to be able to make an interstate purchase of diesel at concessional rates, it is required to produce "Form C" to the selling dealer, which, has been denied by the Respondents with effect from October 2020 without any reasoning. Pursuant to this, NU Vista has prayed before the High Court to, among others, direct the respondents to provide "Form C" to NU Vista, and declare its non-issuance as illegal and arbitrary. This matter is currently pending before the High Court.

III. Litigation involving the Promoters

A. Litigation filed against the Promoters

a. Criminal proceedings

Mr. P.K. Patel, a food inspector, had filed a complaint against Dr. Karsanbhai K. Patel and others in the year 2002 under the Prevention of Food Adulteration Act, 1954, before the Taluka Court of Visnagar for misbranding by not mentioning the batch/code/lot numbers with respect to certain products sold by Nirma Limited. The matter is currently pending before the Lok Adalat for compounding.

b. Actions by regulatory and statutory authorities

Nil

c. Disciplinary actions including penalty imposed by SEBI or the Stock Exchanges against the Promoters in the last five Financial Years

Nil

d. Material civil proceedings

Nil

e. Tax proceedings

Name of the Promoter	Particulars	Number of cases	Aggregate amount involved to the extent ascertainable (*in ₹ million*)
Dr. Karsanbhai K. Patel	Direct Tax	2	155.94
	Indirect Tax	Nil	Nil
	Total	**2**	**155.94**

B. Litigation filed by the Promoters

a. Criminal proceedings

Nil

b. Material civil proceedings

Nil

IV. Litigation involving the Directors

A. Litigation filed against the Directors

a. Criminal proceedings

1. The Drug Inspector, Central Drugs Standard Control Organisation filed two complaints against Mr. Hiren Patel (in his capacity as the managing director of Nirma Limited) and Nirma Limited, under the Drugs and Cosmetics Act, 1940, before Chief Judicial Magistrate, Viramgam, with respect to alleged non-compliance of standard quality of sample of certain products sold by Nirma Limited. Aggrieved by the complaints, Mr. Hiren Patel has filed petitions under the Code of Criminal Procedure, 1973 before the Gujarat High Court, wherein the Gujarat High Court has granted stay on the proceedings before the Chief Judicial Magistrate, Viramgam. The matters are pending.

2. Mr. Harish Badola filed an FIR against Mr. Hiren Patel and certain others before the Pali, Jaitaran Police Station under various provisions of the Indian Penal Code, 1860 alleging, among others, criminal trespass, mischief causing damage, wrongful restraint and voluntary causing of hurt by the accused. This matter is currently pending.

3. The Registrar of Companies, Gujarat, filed a criminal case in the year 2005 against Symphony Comfort Systems Limited and Mr. Achal Bakeri (in his capacity as managing director of Symphony Comfort Systems Limited ("**Defendants**") before the Magistrate Court at Ahmedabad for non-compliance of provisions of the Companies (Acceptance of Deposits) Rules, 1975 under the Companies Act, 1956 with respect to excess acceptance of deposits. The Defendants have filed a discharge application before the Magistrate Court at Ahmedabad. The matter is pending.

a. Actions by regulatory and statutory authorities

Nil

b. Material civil proceedings

Nil

c. Tax proceedings

Name of the Director	Particulars	Number of cases	Aggregate amount involved to the extent ascertainable (*in ₹ million*)
Mr. Hiren Patel	Direct Tax	3	228.87
	Indirect Tax	Nil	Nil
	Total	**3**	**228.87**

B. Litigation filed by the Directors

a. Criminal proceedings

Nil

b. Material civil proceedings

Nil

II. Material Litigations involving the Group Companies

Nil

Outstanding dues to creditors

In terms of the Materiality Policy, the creditors to whom outstanding dues are ₹ 453.78 million or more have been considered as material creditors for the purposes of disclosure in this Red Herring Prospectus.

Based on this criteria, details of outstanding dues owed to creditors as at March 31, 2021 by our Company are set out below:

Type of creditors	Number of creditors	Amount involved *(in ₹ million)*
Material creditors	-	-
Micro, Small and Medium Enterprises	260	568.06
Other creditors	5,475	8,507.55
Total	**5,735**	**9,075.61**

The details pertaining to outstanding over dues to the material creditors along with names and amounts involved for each such material creditor are available on the website of our Company at www.nuvoco.in.

Material Developments

Other than as stated in the section entitled "***Management's Discussion and Analysis of Financial Condition and Results of Operations***" on page 357, there have not arisen, since the date of the last financial information disclosed in this Red Herring Prospectus, any circumstances which materially and adversely affect, or are likely to affect, our operations, our profitability taken as a whole or the value of our consolidated assets or our ability to pay our liabilities within the next 12 months.

GOVERNMENT AND OTHER APPROVALS

*Our Company and the Subsidiary considers certain approvals, consents, licences and permissions from various governmental and regulatory authorities as material for the purpose of undertaking their business activities and operations ("**Material Approvals**"). Except as disclosed herein, we have obtained all the Material Approvals, as on the date of this Red Herring Prospectus and no further Material Approvals are required for carrying on the present business operations of our Company and the Subsidiary. In the event any of the Material Approvals that are required for our business operations expire in the ordinary course, we make applications for their renewal from time to time. Unless otherwise stated, these approvals are valid as on the date of this Red Herring Prospectus. For details in connection with the relevant laws and regulations governing the operations of our Company and Subsidiary, see "**Key Regulations and Policies in India**" on page 200.*

*For Offer related approvals, see "**Other Regulatory and Statutory Disclosures**" on page 419 and for incorporation details of our Company, see "**History and Certain Corporate Matters**" on page 209.*

Material Approvals in relation to our business and operations

A. Approvals in relation to our general business activities

Our Company and the Subsidiary are required to obtain the following approvals and licenses under various laws, rules and regulations in order to continue general business activities:

1. Registrations under Central Goods and Service Tax Act, 2017;

2. Registrations under the EPF Act and the ESI Act; and

3. Registration as an establishment employing contract labour under the Contract Labour (Regulation and Abolition) Act, 1970 at the Registered and Corporate Office, Cement Plants, RMX Plants and mines.

B. Approvals in relation to our Cement Plants

As on the date of this Red Herring Prospectus, our Company has seven operational Cement Plants, namely Arasmeta Cement Plant, Nimbol Cement Plant, Sonadih Cement Plant, Chittorgarh Cement Plant, Jojobera Cement Plant, Mejia Cement Plant and Bhiwani Cement Plant.

The Subsidiary has four operational Cement Plants, namely Risda Cement Plant, Panagarh Cement Plant, Bhabua Cement Plant and Jajpur Cement Plant. For details in relation to the Cement Plants of our Company and the Subsidiary, see "***Business***" on page 160.

A list of Material Approvals required by us for the construction and operation of the Cement Plants are:

1. <u>Environment related approvals:</u>

Prior to commencing construction of our Cement Plants, we are required to obtain:

i. Environment clearances from the MoEF; and

ii. Consents to establish from the relevant state pollution control board under the Air Act and the Water Act;

Upon completion of the construction of our manufacturing plants and prior to commencing operations and in order to continue undertaking such operations, we are required to obtain:

i. Consents to operate from the relevant state pollution control boards under the Air Act and the Water Act;

ii. Authorisations to handle hazardous wastes from the relevant state pollution control boards under the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016; and

iii. No objection certificate to draw groundwater or for abstraction of groundwater from the Central Ground Water Board/ Authority under the Guidelines/ Criteria for evaluation of Proposals/ Requests for Groundwater Abstraction, 2015, as applicable.

2. Factory related approvals:

Prior to commencing operations at our Cements Plants, we are required to obtain:

i. License to operate a factory from the Chief Inspector of Factories of the relevant state under the Factories Act, 1948;

ii. Acknowledgement from the Entrepreneurial Assistance Unit, Secretariat for Industrial Assistance, Ministry of Commerce and Industry, Government of India for the industrial entrepreneur memorandum for the manufacture of cement; and

iii. Approval of the electrical inspector under the Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2010.

3. Manufacturing process/ product related approvals

i. Certificate on the grade of cement from the BIS under the Cement (Quality Control) Order, 2003;

ii. License to procure, import and store petroleum products in an installation or in tanks in connection with pump outfit for fueling motor conveyances, as applicable, from the Chief Controller of Explosives or the Controller of Explosives under the Petroleum Act, 1934;

iii. Certificate for use of a boiler from the state boiler inspection department under the Indian Boilers Act, 1923, as applicable; and

iv. Certificate of verification under the Legal Metrology Act, 2009.

Pending approvals

Certain Material Approvals pertaining to the Cement Plants of our Company may have lapsed in their normal course and we either have made applications to the appropriate authorities for renewal of such licenses and/ or approvals or are in the process of making such applications.

Material Approvals applied for, but not yet received:

Name of the plant	Approvals applied for, but not yet received
Chittorgarh Cement Plant	Applications, each dated May 24, 2017, to the Regional Director, Central Ground Water Board, Western Region to obtain renewed no objection certificate for abstraction of groundwater
Jojobera Cement Plant	Application dated January 5, 2020 to the Chief Inspector of Boilers to obtain permission for erection and commissioning of boiler and its associated piping
Bhiwani Cement Plant	Application dated June 22, 2021 to the Haryana Water Resources Authority to obtain permission to extract groundwater for industrial use
Bhiwani Cement Plant	Application dated October 27, 2020 to the Joint Chief Controller of Explosives to obtain renewed license to import and store petroleum in an installation
Nimbol Cement Plant	Application dated November 2, 2018 to the Regional Director, Central Ground Water Board, Western Region to obtain renewed no objection certificate for abstraction of groundwater
Arasmeta Cement Plant	Application dated May 17, 2021 to the Member Secretary, Central Ground Water Authority to obtain renewed no objection certificate for abstraction of groundwater
Jojobera Cement Plant	Application dated July 5, 2021 to the Inspector, Weights & Measure Department to obtain renewed certificates of verification

Name of the plant	Approvals applied for, but not yet received
Nimbol Cement Plant	Application dated March 6, 2021 to the Member Secretary, Rajasthan State Pollution Control Board to obtain renewed consent to operate which is valid up to July 31, 2021

Material Approvals yet to be applied for:

Name of the plant	Approvals yet to be applied for
Nil	Nil

Certain Material Approvals pertaining to the Cement Plants of the Subsidiary may have lapsed in their normal course and we either have made applications to the appropriate authorities for renewal of such licenses and/or approvals or are in the process of making such applications.

Material Approvals applied for, but not yet received:

Name of the plant	Approvals applied for, but not yet received
Bhabua Cement Plant	Applications dated November 27, 2020 and December 5, 2020 to BIS for grading of OPC and PPC cements
Jajpur Cement Plant	Application dated March 8, 2021 to the Divisional Head, Odisha Industrial Infrastructure Development Corporation for renewal of agreement of water supply

Material approvals yet to be applied for:

Name of Plant	Approvals yet to be applied for
Nil	Nil

C. Approvals in relation to our mines

As on the date of this Red Herring Prospectus, our Company has nine operational mines, namely, Arasmeta mines, Kirari mines, Chilhati mines, Sonadih mines, Sita Ram Ji Ka Khera mines, Arniya Joshi mines, Chittapur mines, Digrana mines and Sinla mines. The Subsidiary has one operational mine, namely, Risda mines. For details in relation to the mines of our Company and the Subsidiary, see "***Business***" on page 160.

A list of Material Approvals required by us for the operation of the mines are:

1. Mining lease related approvals:

In accordance with the MMDR Act and amendments thereto, a letter of intent is issued by the state government conveying its intention to grant us a mining lease. Upon receipt of the letter of intent, we are required to submit a mining plan and seek approval from the state government for obtaining a mining lease. Upon receipt of the mining plan approval, a mining lease is executed by the state government in our favour, pursuant to which we are permitted to access and mine the limestone quarries.

2. Environment related approvals:

i. Environment clearances from the MoEF;

ii. Consents to establish from the relevant state pollution control board under the Air Act and the Water Act; and

iii. Consents to operate from the relevant state pollution control boards under the Air Act and Water Act.

3. Mining process related approvals:

i. License for possession and for use of explosives from magazine situated at mines from the Chief Controller of Explosives or the Controller of Explosives of the respective zones prescribed under the Explosives Rules, 2008, as applicable;

ii. License for the road van used for the carriage of explosives from the Chief Controller of Explosives or the Controller of Explosives of the respective zones prescribed under the Explosives Rules, 2008, as applicable;

iii. License for manufacturing ANFO from the ANFO shed issued by the Joint Chief Controller of Explosives of the respective zones prescribed under the Explosives Rules, 2008, as applicable;

iv. License for possession and for use of ammonium nitrate from a store house attached to explosives manufacturing unit from the Chief Controller of Explosives of the respective zones prescribed under the Ammonium Nitrate Rules, 2012, as applicable;

v. Permission for deployment of heavy earth moving machineries with a system of deep hole drilling and blasting for digging and excavation of limestone at mines from the Director General of Mines Safety under Regulation 106 (2)(b) of the Metalliferous Mines Regulations, 1961;

vi. Permission for conducting controlled deep hole blasting in mines from Director General of Mines Safety under Regulation 164 (IB) of the Metalliferous Mines Regulations, 1961, as applicable; and

vii. Certificate of verification and other approvals under the Legal Metrology Act, 2009, to ensure compliance with uniform standards of measurement and weight.

Pending approvals

Certain Material Approvals pertaining to the mines of our Company may have lapsed in their normal course and we either have made applications to the appropriate authorities for renewal of such licenses and/ or approvals or are in the process of making such applications.

Material Approvals applied for, but not yet received:

Name of the unit	Approvals applied for, but not yet received
Kirari mines	Application dated December 26, 2020 to the Director General of Mines Safety to obtain renewed permission for conducting controlled deep hole blasting in mines and to use site mixed emulsion explosives
Arniya Joshi mines and Sita Ram Ji Ka Khera mines	Application dated December 3, 2018 to the Deputy Chief Controller of Explosives to obtain renewed license for possession for use of explosives from magazine situated at mines
Arniya Joshi mines and Sita Ram Ji Ka Khera mines	Application dated March 3, 2021 to the Joint Chief Controller of Explosives to obtain renewed license to possess for use of ammonium nitrate from a store house attached to the explosives manufacturing unit
Arniya Joshi mines and Sita Ram Ji Ka Khera mines	Application dated March 3, 2021 to the Joint Chief Controller of Explosives to obtain renewed license for manufacturing ANFO from the ANFO shed
Arniya Joshi mines	Applications, each dated April 27, 2018, to the Rajasthan State Pollution Control Board to obtain renewed consent to operate
Sita Ram Ji Ka Khera mines	Applications, each dated November 28, 2017, to the Rajasthan State Pollution Control Board to obtain renewed consent to operate
Chilhati mines	Application dated March 30, 2021 to the Controller of Explosives to obtain renewed license for the road van used for the carriage of explosives
Arasmeta mines and Kirari mines*	Applications dated September 27, 2018 to MoEF to obtain of environment clearances from the MoEF under the EIA Notification 2006
Sonadih mines	Application dated June 14, 2021 to the Member Secretary, Chhattisgarh Environmental Conservation Board to obtain renewed consent to operate

**The Company has obtained environmental clearances for the Arasmeta mines and Kirari mines under the notification number S.O. 60(E), dated the January 27, 1994 of the erstwhile Ministry of Environment and Forests, Government of India. These applications have been made*

to obtain environmental clearances obtained for the Arasmeta and Kirari mines under the EIA Notification 2006 in accordance with the notification dated April 6, 2018 issued by the MoEF.

Material approvals yet to be applied for:

Name of the unit	Approvals yet to be applied for
Nil	Nil

Further, our Company has two non-operational mines namely Sonadih (ML 1) mines and Arasmeta (ML 3) mines, for which we have entered into mining leases and are in the process of obtaining consents to establish order from the relevant state pollution control boards. Our Company has been granted letters of intent for six mines namely Sonadih (ML 2) mines, Sonadih (ML 3) mines, Alsindi mines, Jaisalmer mines, Sinla -1 mines and Sinla - 2 mines for which execution of the mining lease is pending, as on the date of this Red Herring Prospectus. Pursuant to the recently enacted Mines and Minerals (Development and Regulation) Amendment Act, 2021, these letters of intent may lapse. Also, see "***Risk Factors - The recently enacted Mines and Minerals (Development and Regulation) Amendment Act, 2021("Amendment Act") may result in lapsing of letters of intent for the grant of mining leases under Section 10A of the MMDR Act. In addition, the Amendment Act may also impact the continuity of certain non-operating mining leases.***" on page 30. Our Company is in the process of making applications to obtain environment related approvals in relation to these mines. For further details, see "***Business***" on page 160.

Also, our Company has received letters, each dated May 25, 2021, from the Indian Bureau of Mines, revoking the approved mining plans granted for Sonadih (ML 2) mines and Sonadih (ML 3) mines. For further details, see "***Risk Factor - The recently enacted Mines and Minerals (Development and Regulation) Amendment Act, 2021("Amendment Act") may result in lapsing of letters of intent for the grant of mining leases under Section 10A of the MMDR Act. In addition, the Amendment Act may also impact the continuity of certain non-operating mining leases.***" on page 30.

Certain Material Approvals pertaining to the mines of the Subsidiary may have lapsed in their normal course and we either have made applications to the appropriate authorities for renewal of such licenses and/ or approvals or are in the process of making such applications.

Material Approvals applied for, but not yet received:

Name of the unit	Approvals applied for, but not yet received
Risda mines	Application dated March 12, 2021 to the Controller of Explosives, Raipur in relation to renewal of explosive magazine license under the Explosives Rules, 2008
Dhandhani mines	Application dated March 20, 2021 to the Secretary, Mineral Resources Department, Government of Chhattisgarh in relation to the revival of the mining lease granted for the Dhandhani mines
Tangeda mines	Applications dated June 2, 2021 to the Andhra Pradesh State Pollution Control Board in relation to grant of consent for operations for the Tangeda mines
Nagaur mines	Applications dated May 5, 2021 to the Rajasthan State Pollution Control Board in relation to grant of consent to establish for block 3(B)(1)(a)
Nagaur mines	Applications dated May 10, 2021 to the Rajasthan State Pollution Control Board in relation to grant of consent to establish for block 3(B)(1)(b)

For further details in relation to the revival of the mining lease for the Dhandhani mines, please see "***Risk Factors - Our business is dependent upon our ability to mine/ procure sufficient limestone for our operations, and our inability to do so on reasonable terms, or at all, could have an adverse impact on our business, financial condition and results of operations.***" on page 28.

Material approvals yet to be applied for:

Name of Unit	Approvals yet to be applied for
Nil	Nil

The Subsidiary has been granted a letter of intent for one mine, namely Nimbahera mines, for which execution of the mining lease is pending, as on the date of this Red Herring Prospectus. Pursuant to the recently enacted Mines and Minerals (Development and Regulation) Amendment Act, 2021, these letters of intent may lapse.

Also, see "***Risk Factors - The recently enacted Mines and Minerals (Development and Regulation) Amendment Act, 2021("Amendment Act") may result in lapsing of letters of intent for the grant of mining leases under Section 10A of the MMDR Act. In addition, the Amendment Act may also impact the continuity of certain non-operating mining leases.***" on page 30. Further, the Subsidiary also has three non-operational mines, namely Nagaur mines, Dhandhani mines and Guntur mines in relation to which, the Subsidiary has entered into mining leases and the Subsidiary is in the process of seeking statutory approvals for commencement of operations, as on the date of this Red Herring Prospectus. For further details, see "***Business***" on page 160.

D. Approvals in relation to our RMX Plants

As on June 30, 2021, we have 49 operational RMX Plants of which, we are required to obtain and maintain approvals to operate 39 RMX Plants and third parties are required to obtain and maintain approvals to operate 10 RMX Plants. For details, see "***Business***" on page 160.

A list of Material Approvals required to be obtained by us for the operation of the RMX Plants are:

1. Environment related approvals:

   Prior to commencing operations in our RMX Plants and in order to continue such operations, we are required to obtain consents to operate from the relevant state pollution control boards under the Air Act and the Water Act.

2. Factory related approvals:

   Prior to commencing operations in our RMX Plants, we are required to obtain licenses to operate a factory from the relevant state Labour Department, Department of Factories, Boilers, Industrial Safety and Health, Factory Inspection Department, Directorate of Industrial Safety and Health, Factories and Boilers Department or the Directorate of Factories, as applicable, under the Factories Act, 1948.

3. Manufacturing process/ product related approvals

i. Certificate of verification under the Legal Metrology Act, 2009;

ii. No objection certificate from the gram panchayat, as applicable;

iii. No objection certificate from the Chief Fire Officer of the relevant state municipal corporation, as applicable; and

iv. Trade license for carrying on the business of manufacturing and selling RMX granted by the state municipal corporation or the gram panchayat, as applicable.

Pending approvals

Certain Material Approvals pertaining to our RMX Plants may have lapsed in their normal course and we either have made applications to the appropriate authorities for renewal of such licenses and/ or approvals or are in the process of making such applications.

Material approvals applied for, but not yet received:

Name of the plant	Approvals applied for, but not yet received
Gurgaon	Application dated April 6, 2021 to the Department of Urban Local Bodies, Haryana to obtain trade license
Sonepat	Application dated February 22, 2021 to the Department of Urban Local Bodies, Haryana to obtain trade license
Runwal Bliss, Kanjurmarg	Application dated January 24, 2021 to the Additional Deputy Fire Officer to obtain no objection certificate
Vasco	Application dated October 24, 2019 to the Factories and Boilers Department, Goa to obtain renewed factory license

Name of the plant	Approvals applied for, but not yet received
Vasco	Application vide letter dated April 1, 2021 to the Secretary, Village Panchayat to obtain renewed trade license
Sarjapura	Application dated February 22, 2021 to the Deputy Director of Factories to obtain renewed factory license
Sarjapura	Application dated February 22, 2021 to the Secretary, Gram Panchayat, to obtain renewed Gram Panchayat license.
Patna	Application dated March 3, 2021 to the Bihar State Pollution Control Board to obtain renewed consent to operate order
Raipur	Application dated September 10, 2019 to the Department of Labour to obtain registration as an establishment employing contract labour
Goregaon Garden City	Application dated April 16, 2021 to the Chief Fire Officer to obtain renewed no objection certificate
Patna	Application dated March 31, 2021 to the Department of Municpality to obtain renewed trade license
Mysore	Application dated April 20, 2021 to PDO, Grama Punchath Office to obtain renewed trade license
Uppal	Application dated June 21, 2021 to the Labour Department to obtain renewed license for contractor under the Contract Labour (Regulation and Abolition) Act, 1970
Pilerne	Application dated November 15, 2019 to the Factories and Boilers Department to obtain renewed factory license
Patna	Application dated June 30, 2021 to the Deputy Director Agriculture-cum-Controller, Weights & Measures, Agriculture Department to obtain renewed certificates of verification for dead weights and weigh bridge
Gurgaon	Application dated July 7, 2021 to the Inspecting Officer, Legal Metrology Department to obtain renewed certificate of verification for batching plant
Pilerne	Application dated July 7, 2021 to the Legal Metrology Officer, Office of the Legal Metrology Department to obtain renewed certificates of verification for batching plant, dead weights and weigh bridge

Material approvals yet to be applied for:

Name of the plant	Approvals yet to be applied for
Mysore	Application to be made to the Gram Panchayat to obtain no objection certificate
Dankuni	Application to be made to obtain the renewed trade license
Vasco	Application to be made to the Gram Panchayat to obtain no objection certificate
Sitapura	Application to be made to obtain renewed certificate of verification for the batching plant
Panchkula	Application to be made to obtain the renewed trade license

In addition to above, as on the date of this Red Herring Prospectus, we have three mothballed RMX Plants which are currently non-operational. However, our Company has obtained Material Approvals to set up and operate these plants. Certain Material Approvals pertaining to our mothballed RMX Plants may have lapsed in their normal course and our Company shall make applications to the appropriate authorities for renewal of such licenses and or/ approvals in the event our Company proposes to restart operations at these mothballed RMX Plants.

OTHER REGULATORY AND STATUTORY DISCLOSURES

Authority for the Offer

The Fresh Issue has been authorised pursuant to the resolution dated April 7, 2021 passed by the Board and the special resolution dated April 7, 2021 passed by the Shareholders under section 62(1)(c) of the Companies Act, 2013. Further, the Board has taken on record the approval of the Offer for Sale by the Promoter Selling Shareholder and has approved the Draft Red Herring Prospectus pursuant to its resolution dated April 14, 2021. The IPO Committee has approved the Draft Red Herring Prospectus pursuant to its resolution dated May 6, 2021. The Board has approved the Red Herring Prospectus pursuant to its resolution dated July 30, 2021.

The Promoter Selling Shareholder has authorised and confirmed inclusion of the Offered Shares as part of the Offer for Sale vide its resolution dated April 9, 2021 and consent letter dated July 19, 2021.

The Promoter Selling Shareholder confirms that, as required under Regulation 8 of the SEBI ICDR Regulations, it has held the Offered Shares for a period of at least one year prior to the filing of the Draft Red Herring Prospectus. Therefore, the Equity Shares that will be offered by it in the Offer for Sale are eligible to be offered for sale in the Offer.

Our Company has received in-principle approvals from BSE and NSE for the listing of the Equity Shares pursuant to letters dated June 3, 2021 and June 16, 2021, respectively.

Prohibition by SEBI, RBI or Governmental Authorities

Our Company, the Promoters and the members of the Promoter Group, the Directors, the persons in control of our Company or the Corporate Promoter, and the Promoter Selling Shareholder are not prohibited from accessing the capital markets or debarred from buying, selling or dealing in securities under any order or direction passed by SEBI or any securities market regulator in any other jurisdiction or any authority or court.

Compliance with the Companies (Significant Beneficial Owners) Rules, 2018

Our Company, the Promoters, the members of the Promoter Group and the Promoter Selling Shareholder, severally and not jointly, confirms that it is in compliance with the Companies (Significant Beneficial Owners) Rules, 2018, as amended, to the extent applicable to it, as on the date of this Red Herring Prospectus.

Directors associated with the Securities Market

None of the Directors are associated with the securities market in any manner and there are no outstanding action that has been initiated by SEBI against the Directors in the five years preceding the date of this Red Herring Prospectus.

Eligibility for the Offer

Our Company is eligible for the Offer in accordance with the Regulation 6(1) of the SEBI ICDR Regulations as described below:

- Our Company has had net tangible assets of at least ₹ 30,000,000 calculated on a restated and consolidated basis, in each of the preceding three full years (of 12 months each), of which not more than 50% are held in monetary assets;
- Our Company has an average operating profit of at least ₹ 150,000,000 calculated on a restated and consolidated basis, during the preceding three years (of 12 months each), with operating profit in each of these preceding three years;
- Our Company has a net worth of at least ₹ 10,000,000 in each of the preceding three full years (of 12 months each), calculated on a restated and consolidated basis; and
- Our Company has not changed its name in the last one year.

Our Company's net tangible assets, monetary assets, monetary assets as a percentage of the net tangible assets, operating profits and net worth, derived from the Restated Financial Statements included in this Red Herring Prospectus as at, and for the last three Fiscals 2021, 2020 and 2019 are set forth below:

(*in ₹ million, unless otherwise stated*)

Particulars	Fiscal		
	2021	**2020**	**2019**
Net tangible assets, as restated [(1)]	17,521.55	15,805.99	12,162.55
Monetary assets, as restated [(2)]	5,277.64	5,108.56	1,247.09
Monetary assets, as a percentage of net tangible assets, as restated	30.12%	32.32%	10.25%
Operating profit [(3)]	6,667.14	7,692.67	4,197.81
Net worth, as restated [(4)]	69,594.46	54,149.49	51,269.44

(1) Net tangible assets has been computed as a the sum of all the assets of the Group, excluding goodwill, right of use assets and other intangible assets as defined in Ind AS 38 "Intangible Assets" reduced by total liabilities excluding current and non-current lease liabilities.

(2) Monetary assets has been computed as the aggregate value of cash on hand, cheque/draft on hand, balance with bank in current account, fixed deposits (including held as margin money) with maturity up to 12 months.

(3) Operating profits has been computed by excluding other income and finance cost from restated consolidated profit before tax.

(4) Net worth has been computed as the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account and debit or credit balance of profit and loss account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation. Reserve and surplus balance excludes capital reserve, capital reserve on amalgamation, capital reserve on merger and amalgamation reserve as these are created pursuant to amalgamation. Further, it excludes equity share pending allotment as it does not cover under the definition of net worth as per SEBI ICDR Regulations.

Our Company has operating profits in each of Fiscals 2021, 2020 and 2019 in terms of the Restated Financial Statements. Our average operating profit for Fiscals 2021, 2020 and 2019 is ₹ 6,185.87 million.

Our Company confirms that it is in compliance with the conditions specified in Regulation 7(1) of the SEBI ICDR Regulations, to the extent applicable, and will ensure compliance with the conditions specified in Regulation 7(2) of the SEBI ICDR Regulations, to the extent applicable.

Further, in accordance with Regulation 49(1) of the SEBI ICDR Regulations, our Company shall ensure that the number of Allottees under the Offer shall be not less than 1,000.

Further, our Company confirms that it is not ineligible to make the Offer in terms of Regulation 5 of the SEBI ICDR Regulations, to the extent applicable. Our Company is in compliance with the conditions specified in Regulation 5 of the SEBI ICDR Regulations, as follows:

(a) Neither our Company nor the Promoters, the members of the Promoter Group, the Directors and the Promoter Selling Shareholder are debarred from accessing the capital markets by SEBI.

(b) None of the Promoters or the Directors are promoters or directors of companies which are debarred from accessing the capital markets by SEBI.

(c) Neither our Company nor any of the Promoters or the Directors are a Wilful Defaulter.

(d) None of the Promoters or the Directors is a fugitive economic offender.

(e) Except for the Kotak CCDs, there are no outstanding warrants, options or rights to convert debentures, loans or other instruments convertible into, or which would entitle any person any option to receive Equity Shares, as on the date of this Red Herring Prospectus.

The Promoter Selling Shareholder confirms that it is in compliance with Regulation 8 of the SEBI ICDR Regulations.

DISCLAIMER CLAUSE OF SEBI

IT IS TO BE DISTINCTLY UNDERSTOOD THAT SUBMISSION OF THE DRAFT RED HERRING PROSPECTUS TO SEBI SHOULD NOT, IN ANY WAY, BE DEEMED OR CONSTRUED THAT THE SAME HAS BEEN CLEARED OR APPROVED BY SEBI. SEBI DOES NOT TAKE ANY RESPONSIBILITY EITHER FOR THE FINANCIAL SOUNDNESS OF ANY SCHEME OR THE PROJECT FOR WHICH THE OFFER IS PROPOSED TO BE MADE OR FOR THE CORRECTNESS OF THE STATEMENTS MADE OR OPINIONS EXPRESSED IN THE DRAFT RED HERRING PROSPECTUS. THE BOOK RUNNING LEAD MANAGERS, ICICI SECURITIES LIMITED, AXIS

CAPITAL LIMITED, HSBC SECURITIES AND CAPITAL MARKETS (INDIA) PRIVATE LIMITED, J.P. MORGAN INDIA PRIVATE LIMITED AND SBI CAPITAL MARKETS LIMITED, HAVE CERTIFIED THAT THE DISCLOSURES MADE IN THE DRAFT RED HERRING PROSPECTUS ARE GENERALLY ADEQUATE AND ARE IN CONFORMITY WITH THE SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE OF CAPITAL AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2018, AS AMENDED. THIS REQUIREMENT IS TO FACILITATE INVESTORS TO TAKE AN INFORMED DECISION FOR MAKING AN INVESTMENT IN THE PROPOSED OFFER.

IT SHOULD ALSO BE CLEARLY UNDERSTOOD THAT WHILE THE COMPANY IS PRIMARILY RESPONSIBLE FOR THE CORRECTNESS, ADEQUACY AND DISCLOSURE OF ALL RELEVANT INFORMATION IN THE DRAFT RED HERRING PROSPECTUS, THE BOOK RUNNING LEAD MANAGERS ARE EXPECTED TO EXERCISE DUE DILIGENCE TO ENSURE THAT THE COMPANY AND THE PROMOTER SELLING SHAREHOLDER DISCHARGE THEIR RESPONSIBILITY ADEQUATELY IN THIS BEHALF AND TOWARDS THIS PURPOSE, THE BOOK RUNNING LEAD MANAGERS HAVE FURNISHED TO SEBI, A DUE DILIGENCE CERTIFICATE DATED MAY 6, 2021, IN THE FORMAT PRESCRIBED UNDER SCHEDULE V(A) OF THE SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE OF CAPITAL AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2018, AS AMENDED.

THE FILING OF THE DRAFT RED HERRING PROSPECTUS DOES NOT, HOWEVER, ABSOLVE THE COMPANY FROM ANY LIABILITIES UNDER THE COMPANIES ACT, 2013 OR FROM THE REQUIREMENT OF OBTAINING SUCH STATUTORY AND/OR OTHER CLEARANCES AS MAY BE REQUIRED FOR THE PURPOSE OF THE OFFER. SEBI FURTHER RESERVES THE RIGHT TO TAKE UP, AT ANY POINT OF TIME, WITH THE BOOK RUNNING LEAD MANAGERS, ANY IRREGULARITIES OR LAPSES IN THE DRAFT RED HERRING PROSPECTUS.

Disclaimer from our Company, the Directors, the Promoter Selling Shareholder and the Book Running Lead Managers

Our Company, the Directors, the Promoter Selling Shareholder and the Book Running Lead Managers accept no responsibility for statements otherwise than in this Red Herring Prospectus or in the advertisements or any other material issued by or at our Company's instance and anyone placing reliance on any other source of information, including our Company's website www.nuvoco.com, or any website of any of the Subsidiary, any of the Group Companies, members of the Promoter Group or the Promoter Selling Shareholder, would be doing so at his or her own risk. It is clarified that neither the Promoter Selling Shareholder, nor its respective directors, affiliates, associates and officers, accept and/or undertake any responsibility for any statements made or undertakings provided other than those specifically made or undertaken by the Promoter Selling Shareholder in relation to itself and/or the Equity Shares offered by it through the Offer for Sale.

The Book Running Lead Managers accept no responsibility, save to the limited extent as provided in the Offer Agreement and the Underwriting Agreement to be entered into between the Underwriters, the Promoter Selling Shareholder and our Company.

All information shall be made available by our Company, the Promoter Selling Shareholder (to the extent that the information pertains to itself and the Offered Shares) and the Book Running Lead Managers to the public and investors at large and no selective or additional information would be available for a section of the investors in any manner whatsoever, including at road show presentations, in research or sales reports, at Bidding Centres or elsewhere.

None among our Company, the Promoter Selling Shareholder or any member of the Syndicate is liable for any failure in downloading the Bids due to faults in any software/hardware system or otherwise.

Bidders will be required to confirm and will be deemed to have represented to our Company, the Promoter Selling Shareholder, Underwriters and their respective directors, officers, agents, affiliates, and representatives that they are eligible under all applicable laws, rules, regulations, guidelines and approvals to acquire the Equity Shares and will not issue, sell, pledge, or transfer the Equity Shares to any person who is not eligible under any applicable laws, rules, regulations, guidelines and approvals to acquire the Equity Shares. Our Company, the Promoter Selling Shareholder, Underwriters and their respective directors, officers, agents, affiliates, and representatives accept no responsibility or liability for advising any investor on whether such investor is eligible to acquire the Equity Shares.

The Book Running Lead Managers and their respective associates and affiliates may engage in transactions with, and perform services for, our Company, the Subsidiary, the Group Companies, the Promoter Selling Shareholder and their respective affiliates or associates or third parties in the ordinary course of business and have engaged, or may in the future engage, in commercial banking and investment banking transactions with our Company, the Subsidiary, the Group Companies, the Promoter Selling Shareholder and their respective affiliates or associates or third parties, for which they have received, and may in the future receive, compensation.

Disclaimer in respect of Jurisdiction

The Offer is being made in India to persons resident in India (who are competent to contract under the Indian Contract Act, 1872, as amended, including Indian nationals resident in India, HUFs, companies, other corporate bodies and societies registered under the applicable laws in India and authorised to invest in shares, domestic Mutual Funds registered with SEBI, Indian financial institutions, commercial banks, regional rural banks, co-operative banks (subject to RBI permission), or trusts under applicable trust law and who are authorised under their respective constitution to hold and invest in equity shares, multilateral and bilateral development financial institutions, state industrial development corporations, insurance companies registered with IRDAI, provident funds (subject to applicable law) and pension funds, National Investment Fund, insurance funds set up and managed by army, navy or air force of Union of India, insurance funds set up and managed by the Department of Posts, GoI, systemically important NBFCs registered with RBI) and permitted Non-Residents including FPIs and Eligible NRIs, AIFs and other eligible foreign investors, if any, provided that they are eligible under all applicable laws and regulations to purchase the Equity Shares. This Red Herring Prospectus does not constitute an offer to sell or an invitation to subscribe to Equity Shares offered hereby, in any jurisdiction other than in India to any person to whom it is unlawful to make an offer or invitation in such jurisdiction. Any person into whose possession this Red Herring Prospectus comes is required to inform himself or herself about, and to observe, any such restrictions. Invitations to subscribe to or purchase the Equity Shares in the Offer will be made only pursuant to this Red Herring Prospectus if the recipient is in India or the preliminary offering memorandum for the Offer, which comprises this Red Herring Prospectus and the preliminary international wrap for the Offer, if the recipient is outside India.

No person outside India is eligible to Bid for Equity Shares in the Offer unless that person has received the preliminary offering memorandum for the Offer, which contains the selling restrictions for the Offer outside India. Any dispute arising out of the Offer will be subject to the jurisdiction of appropriate court(s) in Mumbai only.

The Equity Shares represented hereby may not be offered or sold, directly or indirectly, and this Red Herring Prospectus may not be distributed, in any jurisdiction, except in accordance with the legal requirements applicable in such jurisdiction. Neither the delivery of this Red Herring Prospectus, nor any offer or sale hereunder, shall, under any circumstances, create any implication that there has been no change in our affairs or in the affairs of the Promoter Selling Shareholder from the date hereof or that the information contained herein is correct as of any time subsequent to this date.

Invitations to subscribe to or purchase the Equity Shares in the Offer will be made only pursuant to this Red Herring Prospectus if the recipient is in India or the preliminary offering memorandum for the Offer, which comprises this Red Herring Prospectus and the preliminary international wrap for the Offer, if the recipient is outside India.

The Equity Shares offered in the Offer have not been and will not be registered under the U.S. Securities Act of 1933 ("U.S. Securities Act") or any state securities laws in the United States, and unless so registered may not be offered or sold within the United States, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and applicable state securities laws. Accordingly, such Equity Shares are being offered and sold (i) within the United States only to persons reasonably believed to be "qualified institutional buyers" (as defined in Rule 144A under the U.S. Securities Act and referred to in this Red Herring Prospectus as "U.S. QIBs") in transactions exempt from, or not subject to, the registration requirements of the U.S. Securities Act, (ii) outside of the United States in offshore transactions in reliance on Regulation S under the U.S. Securities Act and the applicable laws of the jurisdiction where those offers and sales occur. For the avoidance of doubt, the term "U.S. QIBs" does not refer to a category of institutional investors defined under applicable Indian regulations and referred to in this Red Herring Prospectus as "QIBs".

The Equity Shares have not been and will not be registered, listed or otherwise qualified in any other jurisdiction outside India and may not be offered or sold, and Bids may not be made by persons in any such jurisdiction, except in compliance with the applicable laws of such jurisdiction.

Until the expiry of 40 days after the commencement of this Offer, an offer or sale of Equity Shares within the United States by a dealer (whether or not it is participating in this Offer) may violate the registration requirements of the U.S. Securities Act.

Disclaimer Clause of BSE

As required, a copy of the Draft Red Herring Prospectus has been submitted to BSE. The disclaimer clause as intimated by BSE to our Company, post scrutiny of the Draft Red Herring Prospectus, is set forth below:

"**BSE Limited ("the Exchange") has given vide its letter dated June 03, 2021 permission to this Company to use the Exchange's name in this offer document as one of the stock exchanges on which this company's securities are proposed to be listed. The Exchange has scrutinized this offer document for its limited internal purpose of deciding on the matter of granting the aforesaid permission to this Company. The Exchange does not in any manner: -**

a) warrant, certify or endorse the correctness or completeness of any of the contents of this offer document; or

b) warrant that this Company's securities will be listed or will continue to be listed on the Exchange; or

c) take any responsibility for the financial or other soundness of this Company, its promoters, its management or any scheme or project of this Company;

and it should not for any reason be deemed or construed that this offer document has been cleared or approved by the Exchange. Every person who desires to apply for or otherwise acquires any securities of this Company may do so pursuant to independent inquiry, investigation and analysis and shall not have any claim against the Exchange 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 for any other reason whatsoever".

Disclaimer Clause of NSE

As required, a copy of the Draft Red Herring Prospectus has been submitted to NSE. The disclaimer clause as intimated by NSE to our Company, post scrutiny of the Draft Red Herring Prospectus, is set forth below:

"**As required, a copy of this Offer Document has been submitted to National Stock Exchange of India Limited (hereinafter referred to as NSE). NSE has given vide its letter Ref.: NSE/LIST/1025 dated June 16, 2021 permission to the Issuer to use the Exchange′s name in this Offer Document as one of the Stock Exchanges on which this Issuer′s securities are proposed to be listed. The Exchange has scrutinized this draft offer document for its limited internal purpose of deciding on the matter of granting the aforesaid permission to this Issuer. It is to be distinctly understood that the aforesaid permission given by NSE should not in any way be deemed or construed that the offer document has been cleared or approved by NSE; nor does it in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this offer document; nor does it warrant that this Issuer′s securities will be listed or will continue to be listed on the Exchange; nor does it take any responsibility for the financial or other soundness of this Issuer, its promoters, its management or any scheme or project of this Issuer. Every person who desires to apply for or otherwise acquire any securities of this Issuer may do so pursuant to independent inquiry, investigation and analysis and shall not have any claim against the Exchange 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**".

Listing

Applications will be made to the Stock Exchanges for obtaining permission to deal in and for an official quotation of the Equity Shares being issued and sold in the Offer and BSE is the Designated Stock Exchange, with which the Basis of Allotment will be finalised for the Offer.

If the permission to deal in and for an official quotation of the Equity Shares is not granted by the Stock Exchanges, our Company shall forthwith repay, without interest, all monies received from the applicants in pursuance of this Red Herring Prospectus in accordance with applicable law. Our Company shall ensure that all steps for the completion of the necessary formalities for listing and commencement of trading of Equity Shares at the Stock Exchanges are taken within six Working Days from the Bid/Offer Closing Date or such period as may be prescribed by SEBI. If our Company does not allot Equity Shares pursuant to the Offer within such timeline as prescribed by SEBI, it shall repay without interest all monies received from Bidders, failing which interest shall be due to be paid to the Bidders at the rate of 15% per annum for the delayed period.

The Promoter Selling Shareholder undertakes to provide such reasonable assistance as may be requested by our Company, to the extent such assistance is required from the Promoter Selling Shareholder in relation to the Offered Shares to facilitate the process of listing and commencement of trading of the Equity Shares on the Stock Exchanges within such time prescribed by SEBI.

Consents

Consents in writing of: (a) the Promoter Selling Shareholder, the Directors, the Statutory Auditors, the Company Secretary and Compliance Officer, the legal counsels, the bankers to our Company, industry sources, independent chartered accountants, the Book Running Lead Managers and Registrar to the Offer, to act in their respective capacity, the Syndicate Members, Escrow Collection Bank, Public Offer Bank, Refund Bank and Sponsor Bank to act in their respective capacities, have been obtained and will be filed along with a copy of this Red Herring Prospectus with the RoC as required under the Companies Act. Further, such consents shall not be withdrawn up to the time of delivery of this Red Herring Prospectus and the Prospectus with SEBI.

Expert

Except as stated below, our Company has not obtained any expert opinions:

Our Company has received written consent dated July 30, 2021 from the Statutory Auditors, MSKA & Associates, Chartered Accountants to include their name as required under Section 26(5) of the Companies Act, 2013 read with the SEBI ICDR Regulations in this Red Herring Prospectus as an "expert" as defined under Section 2(38) of the Companies Act, 2013 to the extent and in their capacity as a statutory auditor and in respect of their (i) examination report dated July 24, 2021 on the Restated Financial Statements, and (ii) their report dated July 29, 2021 on the Statement of Tax Benefits in this Red Herring Prospectus, and (iii) assurance report dated July 3, 2021 on the compilation of the Proforma Financial Statements and such consent has not been withdrawn as on the date of this Red Herring Prospectus.

Our Company has received written consent dated July 30, 2021 from S K Patodia & Associates, independent chartered accountants, to include their name in this Red Herring Prospectus as an "expert" as defined under Section 2(38) read with Section 26(5) of the Companies Act, 2013 in respect of their certificates in connection with the Offer. The consent has not been withdrawn as of the date of this Red Herring Prospectus.

Our Company has received written consent dated July 17, 2021from Mr. S.K. Bhatia, independent chartered engineer to include their name in this Red Herring Prospectus as an "expert" as defined under Section 2(38) read with Section 26(5) of the Companies Act, 2013 in respect of their certificate dated July 17, 2021. The consent has not been withdrawn as of the date of this Red Herring Prospectus.

Particulars regarding public or rights issues during the last five years

There have been no public issues, including any rights issues to the public undertaken by our Company during the five years preceding the date of this Red Herring Prospectus.

Commission or brokerage on previous issues in the last five years

Since this is the initial public offering of the Equity Shares of our Company, no sum has been paid or has been payable as commission or brokerage for subscribing to or procuring or agreeing to procure public subscription for any of the Equity Shares in the five years preceding the date of this Red Herring Prospectus.

Capital issues in the preceding three years by our Company

Except as disclosed in "***Capital Structure***" on page 91, our Company has not made any capital issue during the three years preceding the date of this Red Herring Prospectus.

Capital issues in the preceding three years by listed group companies, subsidiaries and associates of our Company

The Group Companies and the Subsidiary are not listed on any stock exchange. Accordingly, neither the Subsidiary nor the Group Companies have made any capital issues during the three years immediately preceding the date of this Red Herring Prospectus. Our Company does not have any associate as on the date of this Red Herring Prospectus.

Performance vis-à-vis objects

Our Company has not undertaken any public issues, including any rights issues to the public in the five years preceding the date of this Red Herring Prospectus.

Performance vis-à-vis Objects - Public/rights issue of the listed subsidiaries and promoters of our Company

The Corporate Promoter and Subsidiary are not listed on any stock exchange.

Price information of past issues handled by the Book Running Lead Managers

A. ICICI Securities Limited

1. Price information of past issues (during the current financial year and two financial years preceding the current financial year) handled by ICICI Securities Limited

S. No.	Issue name	Issue size *(in ₹ million)*	Issue Price (₹)	Listing date	Opening price on listing date (₹)	+/- % change in closing price, [+/- % change in closing benchmark]- 30th calendar days from listing	+/- % change in closing price, [+/- % change in closing benchmark]- 90th calendar days from listing	+/- % change in closing price, [+/- % change in closing benchmark]- 180th calendar days from listing
1.	Tatva Chintan Pharma Chem Limited	5,000.00	1,083.00	29-July-21	2,111.85	NA*	NA*	NA*
2.	G R Infraprojects Limited	9,623.34	837.00(6)	19-Jul-21	1,715.85	NA*	NA*	NA*
3.	Dodla Dairy Limited	5,201.77	428.00	28-Jun-21	550.00	+44.94%,[-0.43%]	NA*	NA*
4.	Shyam Metalics and Energy Limited	9,087.97	306.00(5)	24-Jun-21	380.00	+40.95%,[+0.42%]	NA*	NA*
5.	Macrotech Developers Limited	25,000.00	486.00	19-Apr-21	436.00	+30.22%,[+5.21%]	+75.43%,[+10.89%]	NA*
6.	Nazara Technologies Limited	5,826.91	1,101.00(4)	30-Mar-21	1,990.00	+62.57%,[+0.13%]	+37.59%,[+6.84%]	NA*
7.	Suryoday Small Finance Bank Limited	5,808.39	305.00(3)	26-Mar-21	292.00	-18.38%,[-1.14%]	-26.87%,[+8.13%]	NA*
8.	Kalyan Jewellers India Limited	11,748.16	87.00(2)	26-Mar-21	73.95	-24.60%,[-1.14%]	-7.07%,[+8.13%]	NA*
9.	Railtel Corporation of India Limited	8,192.42	94.00	26-Feb-21	109.00	+35.64%,[-0.15%]	+37.50%,[+5.32%]	NA*
10.	Home First Finance Company India Limited	11,537.19	518.00	03-Feb-21	618.80	+4.98%,[+1.97%]	-5.64%,[-1.05%]	NA*

**Data not available*

(1) Discount of ₹ 148 per equity share offered to eligible employees All calculations are based on Issue Price of ₹ 1,490.00 per equity share.

(2) Discount of ₹ 8 per equity share offered to eligible employees All calculations are based on Issue Price of ₹ 87.00 per equity share.

(3) Discount of ₹ 30 per equity share offered to eligible employees All calculations are based on Issue Price of ₹ 305.00 per equity share.

(4) Discount of ₹ 110 per equity share offered to eligible employees All calculations are based on Issue Price of ₹ 1,101.00 per equity share.

(5) Discount of ₹ 15 per equity share offered to eligible employees All calculations are based on Issue Price of ₹ 306.00 per equity share.

(6) Discount of ₹ 42 per equity share offered to eligible employees All calculations are based on Issue Price of ₹ 837.00 per equity share.

Notes:

1. *All data sourced from www.nseindia.com, except for Computer Age Management Services Limited for which the data is sourced from www.bseindia.com*
2. *Benchmark index considered is NIFTY*
3. *30th, 90th, 180th calendar day from listed day have been taken as listing day plus 29, 89 and 179 calendar days, except wherever 30th, 90th, 180th calendar day is a holiday, in which case we have considered the closing data of the previous trading day*

2. *Summary statement of price information of past issues (during the current financial year and two financial years preceding the current financial year) handled by ICICI Securities Limited*

Financial Year	Total no. of IPOs	Total amount of funds raised (*in ₹ million*)	No. of IPOs trading at discount as on 30th calendar day from listing date			No. of IPOs trading at premium as on 30th calendar day from listing date			No. of IPOs trading at discount as on 180th calendar day from listing date			No. of IPOs trading at premium as on 180th calendar day from listing date		
			Over 50%	Between 25%-50%	Less than 25%	Over 50%	Between 25%-50%	Less than 25%	Over 50%	Between 25%-50%	Less than 25%	Over 50%	Between 25%-50%	Less than 25%
2021-22*	5	53,913.08	-	-	-	-	3	-	-	-	-	-	-	-
2020-21	14	1,74,546.09	-	-	5	5	2	2	-	-	2	3	2	1
2019-20	4	49,850.66	-	-	2	-	1	1	1	-	-	2	-	1

** The information is as on the date of the document*

The information for each of the financial years is based on issues listed during such financial year.

Note: Since 30 calendar days and 180 calendar days, as applicable, from listing date has not elapsed for few of the above issues, data for same is not available.

B. Axis Capital Limited

1. *Price information of past issues (during the current financial year and two financial years preceding the current financial year) handled by Axis Capital Limited*

S. No.	Issue name	Issue size (*₹ million*	Issue price (₹)	Listing date	Opening price on listing date (₹)	+/- % change in closing price, [+/- % change in closing benchmark]- 30th Calendar days from listing	+/- % change in closing price, [+/- % change in closing benchmark]- 90th Calendar days from listing	+/- % change in closing price, [+/% change in closing benchmark]- 180th Calendar days from listing
1.	Clean Science And Technology Limited	15,466.22	900.00	19-Jul-21	1,755.00	-	-	-
2.	India Pesticides Limited	8,000.00	296.00	5-Jul-21	350.00	-	-	-
3.	Krishna Institute Of Medical Sciences Limited[!]	21,437.44	825.00	28-Jun-21	1,009.00	+48.10%, [-0.43%]	-	-
4.	Dodla Dairy Limited	5,201.77	428.00	28-Jun-21	550.00	+44.94%, [-0.43%]	-	-
5.	Shyam Metalics And Energy Limited[@]	9,085.50	306.00	24-Jun-21	380.00	+40.95%, [+0.42%]	-	-
6.	Macrotech Developers Limited	25,000.00	486.00	19-April-21	436.00	+30.22%, [+5.21%]	+75.43%, [+10.89%]	-
7.	Barbeque – Nation Hospitality Limited	4,528.74	500.00	07-April-21	489.85	+18.77%, [-0.64%]	+76.97%, [+6.85%]	-
8.	Suryoday Small Finance Bank Limited[$]	5,808.39	305.00	26-Mar-21	292.00	-18.38%, [-1.14%]	-26.87%, [+8.13%]	-
9.	Kalyan Jewellers India Limited[#]	11,748.16	87.00	26-Mar-21	73.95	-24.60%, [-1.14%]	-7.07%, [+8.13%]	-
10.	Craftsman Automation Limited	8,236.96	1,490.00	25-Mar-21	1,359.00	-13.82%, [+0.11%]	+16.81%, [+10.11%]	-

Source: www.nseindia.com

$ Offer Price was ₹ 275.00 per equity share to Eligible Employees

 # Offer Price was ₹ 79.00 per equity share to Eligible Employees

@ Offer Price was ₹ 291.00 per equity share to Eligible Employees

! Offer Price was ₹ 785.00 per equity share to Eligible Employees

Notes:
a. Issue Size derived from Prospectus/final post issue reports, as available.
b. The CNX NIFTY is considered as the Benchmark Index.
c. Price on NSE is considered for all of the above calculations.
d. In case 30th/90th/180th day is not a trading day, closing price on NSE of the previous trading day has been considered.
e. Since 30 calendar days, 90 calendar days and 180 calendar days, as applicable, from listing date has not elapsed for few of the above issues, data for same is not available.

2. Summary statement of price information of past issues (during the current financial year and two financial years preceding the current financial year) handled by Axis Capital Limited

Financial year	Total no. of IPOs	Total funds raised (*in ₹ million*)	Nos. of IPOs trading at discount - 30th calendar day from listing			Nos. of IPOs trading at premium - 30th calendar day from listing			Nos. of IPOs trading at discount - 180th calendar day from listing			Nos. of IPOs trading at premium - 180th calendar day from listing		
			Over 50%	Between 25%-50%	Less than 25%	Over 50%	Between 25%-50%	Less than 25%	Over 50%	Between 25%-50%	Less than 25%	Over 50%	Between 25%-50%	Less than 25%
2021-2022*	7	88,719.67	-	-	-	-	4	1	-	-	-	-	-	-
2020-2021	11	93,028.90	-	-	6	2	1	2	-	-	-	2	1	1
2019-2020	5	161,776.03	-	1	2	-	-	2	1	1	-	-	-	3

** The information is as on the date of the document*

The information for each of the financial years is based on issues listed during such financial year.

Note: Since 30 calendar days and 180 calendar days, as applicable, from listing date has not elapsed for few of the above issues, data for same is not available.

C. HSBC Securities and Capital Markets (India) Private Limited

1. Price information of past issues (during the current financial year and two financial years preceding the current financial year) handled by HSBC Securities and Capital Markets (India) Private Limited

S. No.	Issue name	Issue size (*in ₹ million*	Issue price (₹)	Listing date	Opening price on listing date (₹)	+/- % change in closing price, [+/- % change in closing benchmark]- 30th Calendar days from listing	+/- % change in closing price, [+/- % change in closing benchmark]- 90th Calendar days from listing	+/- % change in closing price, [+/% change in closing benchmark]- 180th Calendar days from listing
1.	Indian Railway Finance Corporation Limited (IPO)	46,333.79	26.00	29-Jan-21	24.90	-5.19%, [+6.56%]	-18.65%, [+9.02%]	-11.15% [+15.49%]
2.	Yes Bank Limited (FPO)	150,000.00	12.00	27-Jul-20	12.30	+22.92%, [+3.06%]	+10.83%, [+7.17%]	+41.67% [+29.11%]
3.	SBI Cards and Payment Services (IPO)	103,407.88	755.00	16-Mar-20	661.00	-33.05%, [-2.21%]	-21.79%, [+8.43%]	+12.5% [+24.65%]

Source: www.nseindia.com

Notes:
a. Issue Size derived from Prospectus/final post issue reports, as available.
b. The CNX NIFTY is considered as the Benchmark Index.
c. Price on NSE is considered for all of the above calculations.
d. In case 30th/90th/180th day is not a trading day, closing price on NSE of the previous trading day has been considered.
e. Since 30 calendar days, 90 calendar days and 180 calendar days, as applicable, from listing date has not elapsed for few of the above issues, data for same is not available

2. Summary statement of price information of past issues (during the current financial year and two financial years preceding the current financial year) handled by HSBC Securities and Capital Markets (India) Private Limited

Financial year	Total no. of IPOs	Total funds raised (*in ₹ million*)	Nos. of IPOs trading at discount - 30th calendar day from listing			Nos. of IPOs trading at premium - 30th calendar day from listing			Nos. of IPOs trading at discount - 180th calendar day from listing			Nos. of IPOs trading at premium - 180th calendar day from listing		
			Over 50%	Between 25%-50%	Less than 25%	Over 50%	Between 25%-50%	Less than 25%	Over 50%	Between 25%-50%	Less than 25%	Over 50%	Between 25%-50%	Less than 25%
2021-22*	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2020-21	2	196,333.79	-	-	1	-	-	1	-	-	1	-	1	-
2019-20	1	103,407.88	-	1	-	-	-	-	-	-	-	-	-	1

** The information is as on the date of the document*

The information for each of the financial years is based on issues listed during such financial year.

Note: Since 30 calendar days and 180 calendar days, as applicable, from listing date has not elapsed for few of the above issues, data for same is not available.

D. J.P. Morgan India Private Limited

1. Price information of past issues (during the current financial year and two financial years preceding the current financial year) handled by J.P. Morgan India Private Limited

S. No.	Issue name	Issue size (*in ₹ million*)	Issue price (₹)	Listing date	Opening price on listing date (₹)	+/- % change in closing price, [+/- % change in closing benchmark]- 30th Calendar days from listing	+/- % change in closing price, [+/- % change in closing benchmark]- 90th Calendar days from listing	+/- % change in closing price, [+/% change in closing benchmark]- 180th Calendar days from listing
1.	Sona BLW Precision Forgings Limited	55,500	291	June 24, 2021	301.00	+45.5% [+0.4%]	NA	NA
2.	Macrotech Developers Limited	25,000	486	April 19, 2021	436.00	+30.2%, [+5.2%]	+75.4 [10.9%]	NA

Source: www.nseindia.com

Notes:
a. Issue Size derived from Prospectus/final post issue reports, as available.
b. The NIFTY 50 is considered as the Benchmark Index.
c. Price on NSE is considered for all of the above calculations.
d. In case 30th/90th/180th day is not a trading day, closing price on NSE of the previous trading day has been considered.
e. Since 30 calendar days, 90 calendar days and 180 calendar days, as applicable, from listing date has not elapsed for few of the above issues, data for same is not available

2. Summary statement of price information of past issues (during the current financial year and two financial years preceding the current financial year) handled by J.P. Morgan India Private Limited

Financial year	Total no. of IPOs	Total funds raised (*in ₹ million*)	Nos. of IPOs trading at discount - 30th calendar day from listing			Nos. of IPOs trading at premium - 30th calendar day from listing			Nos. of IPOs trading at discount - 180th calendar day from listing			Nos. of IPOs trading at premium - 180th calendar day from listing		
			Over 50%	Between 25%-50%	Less than 25%	Over 50%	Between 25%-50%	Less than 25%	Over 50%	Between 25%-50%	Less than 25%	Over 50%	Between 25%-50%	Less than 25%
2021-22*	2	80,500	NA	NA	NA	NA	2	NA	NA	NA	NA	NA	NA	NA
2020-21	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2019-20	-	-	-	-	-	-	-	-	-	-	-	-	-	-

** The information is as on the date of the document*

The information for each of the financial years is based on issues listed during such financial year.

Note: Since 30 calendar days and 180 calendar days, as applicable, from listing date has not elapsed for few of the above issues, data for same is not available.

E. SBI Capital Markets Limited

1. Price information of past issues (during the current financial year and two financial years preceding the current financial year) handled by SBI Capital Markets Limited

S. No.	Issue name	Issue size (*in ₹ million*)	Issue price (₹)	Listing date	Opening price on listing date (₹)	+/- % change in closing price, [+/- % change in closing benchmark]- 30th Calendar days from listing	+/- % change in closing price, [+/- % change in closing benchmark]- 90th Calendar days from listing	+/- % change in closing price, [+/% change in closing benchmark] - 180th Calendar days from listing
1.	G R Infraprojects Limited (1)	9,623.34	837.00	July 19, 2021	1,715.85	NA	NA	NA
2.	Shyam Metalics and Energy Limited (2)	9,085.50	306.00	June 24, 2021	380.00	40.95% [+0.42%]	NA	NA
3.	Macrotech Developers Limited	25,000.00	486.00	April 19, 2021	436.00	30.22% [+5.21%]	75.43% [+10.89%]	NA
4.	Barbeque-Nation Hospitality Limited	4,528.74	500.00	April 07, 2021	489.85	18.77% [-0.64%]	76.97% [+6.85%]	NA
5.	Suryoday Small Finance Bank Ltd (3)	5,808.39	305.00	March 26, 2021	292.00	-18.38% [-1.14%]	-27.48% [+8.84%]	NA
6.	Kalyan Jewellers India Ltd (4)	11,748.16	87.00	March 26, 2021	73.95	-24.60% [-1.14%]	-8.33% [+8.84%]	NA
7.	Railtel Corporation of India Limited	8,192.42	94.00	February 26, 2021	109.00	35.64% [-0.15%]	37.50% [+5.32%]	NA
8.	Indian Railway Finance Corporation Ltd	46,333.79	26.00	January 29, 2021	24.90	-5.19% [+6.56%]	-18.65% [+9.02%]	-11.15% [+15.49%]
9.	Mrs. Bectors Food Specialities Limited (5)	5,405.40	288.00	December 24,2020	500.00	37.69% [+4.53%]	19.93% [+7.75%]	40.59% [+14.53%]
10.	UTI Asset Management Company Ltd	21,598.84	554.00	October 12, 2020	500.00	-10.43% [+5.87%]	-0.60% [+20.25%]	5.81% [+24.34%]

Source: www.nseindia.com

***Notes**:*

** The 30th, 90th and 180th calendar day computation includes the listing day. If either of the 30th, 90th or 180th calendar days isa trading holiday, the previous trading day is considered for the computation. We have taken the issue price to calculate the % change in closing price as on 30th, 90th and 180th day. We have taken the closing price of the applicable benchmark index as on the listing day to calculate the % change in closing price of the benchmark as on 30th, 90th and 180th day.*

** The Nifty 50 index is considered as the Benchmark Index*

(1) Price for eligible employee was ₹ 42.00 per equity share
(2) Price for eligible employee was ₹ 291.00 per equity share
(3) Price for eligible employee was ₹ 275.00 per equity share
(4) Price for eligible employee was ₹ 89.00 per equity share
(5) Price for eligible employee was ₹ 273.00 per equity share

2. Summary statement of price information of past issues (during the current financial year and two financial years preceding the current financial year) handled by SBI Capital Markets Limited

Financial year	Total no. of IPOs#	Total funds raised (*in ₹ million*)	Nos. of IPOs trading at discount - 30th calendar day from listing			Nos. of IPOs trading at premium - 30th calendar day from listing			Nos. of IPOs trading at discount - 180th calendar day from listing			Nos. of IPOs trading at premium - 180th calendar day from listing		
			Over 50%	Between 25%-50%	Less than 25%	Over 50%	Between 25%-50%	Less than 25%	Over 50%	Between 25%-50%	Less than 25%	Over 50%	Between 25%-50%	Less than 25%
2021-22*	4	48,237.58	-	-	-	-	2	1	-	-	-	-	-	-
2020-21*	7	105,087.00	-	-	5	-	2	-	-	1	3	-	-	-
2019-20	3	138,283.86	-	1	1	1	-	-	1	-	-	1	-	1

** The information is as on the date of the document*

 # Date of Listing for the issue is used to determine which financial year that particular issue falls into

Track record of past issues handled by the BRLMs

For further information regarding the track record of the BRLMs, as specified under Circular reference CIR/MIRSD/1/2012 dated January 10, 2012 issued by SEBI, see the websites of the BRLMs mentioned below:

BRLM	Website
ICICI Securities Limited	www.icicisecurities.com
Axis Capital Limited	www.axiscapital.co.in
HSBC Securities and Capital Markets (India) Private Limited	www.business.hsbc.co.in/en-gb/in/generic/ipo-open-offer-and-buyback
J.P. Morgan India Private Limited	www.jpmipl.com
SBI Capital Markets Limited	www.sbicaps.com

Stock market data of the Equity Shares

This being the initial public offering of the Equity Shares of our Company, the Equity Shares are not listed on any stock exchange as on the date of this Red Herring Prospectus, and accordingly, no stock market data is available for the Equity Shares.

Mechanism for redressal of investor grievances

The Registrar Agreement, provides for retention of records with the Registrar to the Offer for a minimum period of eight years from the date of listing and commencement of trading of the Equity Shares on the Stock Exchanges, in order to enable the investors to approach the Registrar to the Offer for redressal of their grievances.

In terms of SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2018/22 dated February 15, 2018, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021, as amended pursuant to SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021 and subject to applicable law, any ASBA Bidder whose Bid has not been considered for Allotment, due to failure on the part of any SCSB, shall have the option to seek redressal of the same by the concerned SCSB within three months of the date of listing of the Equity Shares. SCSBs are required to resolve these complaints within 15 days, failing which the concerned SCSB would have to pay interest at the rate of 15% per annum for any delay beyond this period of 15 days. Further, the investors shall be compensated by the SCSBs in accordance with SEBI circular SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021 in the events of delayed unblock for cancelled/withdrawn/deleted applications, blocking of multiple amounts for the same UPI application, blocking of more amount than the application amount, delayed unblocking of amounts for non-allotted/partially-allotted applications, for the stipulated period. In the event there is a delay in redressal of the investor grievance in relation to unblocking of amounts, the Book Running Lead Managers shall compensate the investors at the rate higher of ₹ 100 or 15% per annum of the application amount for the period of such delay.

Investors can contact the Company Secretary and Compliance Officer, the Book Running Lead Managers or the Registrar to the Offer in case of any pre-Offer or post-Offer related problems such as non-receipt of letters of Allotment, non-credit of Allotted Equity Shares in the respective beneficiary account, non-receipt of refund orders or non-receipt of funds by electronic mode, etc.

All grievances, other than of Anchor Investors may be addressed to the Registrar to the Offer with a copy to the relevant Designated Intermediary with whom the Bid cum Application Form was submitted, giving full details such as name of the sole or First Bidder, Bid cum Application Form number, Bidder's DP ID, Client ID, PAN, address of Bidder, number of Equity Shares applied for, ASBA Account number in which the amount equivalent to the Bid Amount was blocked or the UPI ID (for Retail Individual Investors who make the payment of Bid Amount through the UPI Mechanism), date of Bid cum Application Form and the name and address of the relevant Designated Intermediary where the Bid was submitted. Further, the Bidder shall enclose the Acknowledgment Slip or the application number from the Designated Intermediary in addition to the documents or information mentioned hereinabove.

All grievances relating to Bids submitted through Registered Brokers may be addressed to the Stock Exchanges with a copy to the Registrar to the Offer.

In case of any grievance/ concerns, the Syndicate Members or the investors may also reach out to the Book Running Lead Managers on their dedicated email-ids mentioned on the cover page.

All grievances of the Anchor Investors may be addressed to the Registrar to the Offer, giving full details such as the name of the sole or First Bidder, Bid cum Application Form number, Bidders' DP ID, Client ID, PAN, date of the Bid cum Application Form, address of the Bidder, number of the Equity Shares applied for, Bid Amount paid on submission of the Bid cum Application Form and the name and address of the Book Running Lead Managers where the Bid cum Application Form was submitted by the Anchor Investor.

Our Company, the Promoter Selling Shareholder, the Book Running Lead Managers and the Registrar to the Offer accept no responsibility for errors, omissions, commission of any acts of the Designated Intermediaries, including any defaults in complying with its obligations under the SEBI ICDR Regulations.

Disposal of investor grievances by our Company

Our Company estimates that the average time required by our Company or the Registrar to the Offer for the redressal of routine investor grievances shall be 10 Working Days from the date of receipt of the complaint. In case of non-routine complaints and complaints where external agencies are involved, our Company will seek to redress these complaints as expeditiously as possible.

Our Company has appointed Mrs. Shruta Sanghavi, the Company Secretary of our Company, as the Compliance Officer and she may be contacted in case of any pre-Offer or post-Offer related problems. For details, see "***General Information***" on page 81.

The Promoter Selling Shareholder has authorised the Compliance Officer of our Company and the Registrar to the Offer to redress any complaints received from Bidders in respect of the Offered Shares.

Our Company has obtained authentication on the SCORES in compliance with circular no. CIR/OIAE/1/2013 dated April 17, 2013 and circular no. CIR/OIAE/1/2014 dated December 18, 2014 issued by SEBI in relation to redressal of investor grievances through SCORES.

Further, the Board has constituted a Stakeholders Relationship Committee comprising the Directors, Mr. Kaushikbhai Patel, Mrs. Bhavna Doshi and Mr. Jayakumar Krishnaswamy, which is responsible for redressal of grievances of the security holders of our Company. For more information, see "***Management***" on page 221.

Our Company received a complaint on the SCORES portal of the Company which has been appropriately responded by the Company and was subsequently withdrawn. Except as stated above, our Company has not received any investor grievances during the three years preceding the date of the Draft Red Herring Prospectus and this Red Herring Prospectus and as on date, there are no investor complaints pending.

Disposal of investor grievances by listed Group Companies and Subsidiary

As on the date of this Red Herring Prospectus, the Subsidiary and Group Companies are not listed on any stock exchange, and therefore there are no investor complaints pending against them.

SECTION VII - OFFER RELATED INFORMATION

TERMS OF THE OFFER

The Equity Shares offered and Allotted in the Offer will be subject to the provisions of the Companies Act, 2013, the SEBI ICDR Regulations, the SCRA, the SCRR, the Memorandum of Association, the Articles of Association, the SEBI Listing Regulations, the terms of this Red Herring Prospectus and the Prospectus, the Bid cum Application Form, the Revision Form, the CAN, the abridged prospectus and other terms and conditions as may be incorporated in the Allotment Advices and other documents and certificates that may be executed in respect of the Offer. The Equity Shares will also be subject to all applicable laws, guidelines, rules, notifications and regulations relating to issue and offer for sale and listing and trading of securities, issued from time to time, by SEBI, Government of India, Stock Exchanges, the RoC, RBI and/or other authorities to the extent applicable or such other conditions as maybe prescribed by such governmental and/or regulatory authority while granting approval for the Offer.

The Offer

The Offer comprises a Fresh Issue by our Company and an Offer for Sale by the Promoter Selling Shareholder.

Ranking of Equity Shares

The Equity Shares being offered and Allotted/transferred in the Offer will be subject to the provisions of the Companies Act, 2013, the Memorandum of Association and the Articles of Association and will rank *pari passu* in all respects with the existing Equity Shares of our Company, including in respect of dividends and other corporate benefits, if any, declared by our Company. For more information, see "***Main Provisions of the Articles of Association***" on page 462.

Mode of payment of dividend

Our Company will pay dividend, if declared, to the Shareholders, as per the provisions of the Companies Act, 2013, the SEBI Listing Regulations, the Memorandum of Association and the Articles of Association, and any guidelines or directives that may be issued by the Government of India in this respect. Any dividends declared after the date of Allotment (including pursuant to the transfer of Equity Shares from the Offer for Sale) in this Offer will be received by the Allottees in accordance with applicable law. For more information, see "***Dividend Policy***" and "***Main Provisions of the Articles of Association***" on pages 249 and 462, respectively.

Face value and Price Band

The face value of each Equity Share is ₹ 10. At any given point of time there will be only one denomination for the Equity Shares. The Floor Price of the Equity Shares is ₹ [●] and the Cap Price of the Equity Shares is ₹ [●].

The Price Band and the minimum Bid Lot will be decided by our Company and the Promoter Selling Shareholder, in consultation with the Book Running Lead Managers, and shall be advertised at least two Working Days prior to the Bid/Offer Opening Date, in all editions of The Financial Express (a widely circulated English national daily newspaper), all editions of Jansatta (a widely circulated Hindi national daily newspaper) and all editions of Navshakti (a widely circulated Marathi daily newspaper, Marathi being the regional language of Maharashtra, where the Registered and Corporate Office is located), and shall be made available to the Stock Exchanges for the purpose of uploading on their websites. The Price Band, along with the relevant financial ratios calculated at the Floor Price and at the Cap Price shall be pre-filled in the Bid cum Application Forms available at the website of the Stock Exchanges.

The Offer Price shall be determined by our Company and the Promoter Selling Shareholder, in consultation with the Book Running Lead Managers, after the Bid/Offer Closing Date.

Compliance with disclosure and accounting norms

Our Company shall comply with all disclosure and accounting norms as specified by SEBI from time to time.

Rights of the equity Shareholders

Subject to applicable law and the Articles of Association, the equity Shareholders will have the following rights:

- Right to receive dividend, if declared;
- Right to attend general meetings and exercise voting powers, unless prohibited by law;
- Right to vote on a poll either in person or by proxy or e-voting;
- Right to receive offers for rights shares and be allotted bonus shares, if announced;
- Right to receive any surplus on liquidation subject to any statutory and preferential claims being satisfied;
- Right of free transferability of their Equity Shares, subject to applicable foreign exchange regulations and other applicable law; and
- Such other rights as may be available to a shareholder of a listed public company under the Companies Act, 2013, the terms of the SEBI Listing Regulations and the Memorandum of Association and Articles of Association and other applicable laws.

For a detailed description of the main provisions of the Articles of Association relating to voting rights, dividend, forfeiture, lien, transfer, transmission, consolidation and splitting, see "***Main Provisions of the Articles of Association***" on page 462.

Allotment only in dematerialised form

In terms of Section 29 of the Companies Act, 2013, and the SEBI ICDR Regulations, the Equity Shares shall be Allotted only in dematerialised form. As per the SEBI ICDR Regulations, the trading of the Equity Shares shall only be in dematerialised form.

Market lot and trading lot

Since trading of the Equity Shares is in dematerialised form, the tradable lot is one Equity Share. Allotment in the Offer will be only in dematerialised form in multiples of [●] Equity Shares, subject to a minimum Allotment of [●] Equity Shares. For the method of the Basis of Allotment, see "***Offer Procedure***" on page 441.

Joint holders

Where two or more persons are registered as the holders of any Equity Shares, they will be deemed to hold such Equity Shares as joint-tenants with benefits of survivorship.

Nomination facility

In accordance with Section 72 of the Companies Act, 2013, read with the Companies (Share Capital and Debentures) Rules, 2014, as amended, the sole or First Bidder, with other joint Bidders, may nominate any one person in whom, in the event of the death of sole Bidder or in case of joint Bidders, death of all the Bidders, as the case may be, the Equity Shares Allotted, if any, will vest, to the exclusion of all other person, unless the nomination is verified or cancelled in the prescribed manner. A nominee entitled to the Equity Shares by reason of the death of the original holder(s), will, in accordance with Section 72 of the Companies Act, 2013, be entitled to the same benefits to which he or she will be entitled if he or she were the registered holder of the Equity Shares. Where the nominee is a minor, the holder(s) may make a nomination to appoint, in the prescribed manner, any person to become entitled to Equity Share(s) in the event of the holder's death during minority. A nomination shall stand rescinded upon a sale or transfer of Equity Shares by the holder of such Equity Shares. A nomination may be cancelled, or varied by nominating any other person in place of the present nominee, by the holder of the Equity Shares who has made the nomination, by giving a notice of such cancellation or variation to our Company in the prescribed form. A fresh nomination can be made only on the prescribed form, which is available on request at the Registered and Corporate Office or with the registrar and transfer agent of our Company.

Further, any person who becomes a nominee by virtue of Section 72 of the Companies Act, 2013, will, on the production of such evidence as may be required by the Board, elect either:

- to register himself or herself as holder of Equity Shares; or
- to make such transfer of the Equity Shares, as the deceased holder could have made.

Further, the Board may at any time give notice requiring any nominee to choose either to be registered himself or herself or to transfer the Equity Shares, and if the notice is not complied with within a period of 90 days, the Board may thereafter withhold payment of all dividend, interests, bonuses or other monies payable in respect of the Equity Shares, until the requirements of the notice have been complied with.

Since the Allotment of Equity Shares in the Offer will be made only in dematerialised form, there is no need to make a separate nomination with our Company. Nominations registered with the respective Depository Participant of the Bidder will prevail. If Bidders want to change their nomination, they are advised to inform their respective Depository Participant.

Bid/Offer Period

BID/OFFER OPENS ON*	Monday, August 9, 2021
BID/OFFER CLOSES ON**	Wednesday, August 11, 2021
FINALISATION OF THE BASIS OF ALLOTMENT	On or about Tuesday, August 17, 2021
INITIATION OF REFUNDS/UNBLOCKING OF FUNDS FROM ASBA ACCOUNTS***	On or about Wednesday, August 18, 2021
CREDIT OF EQUITY SHARES TO DEPOSITORY ACCOUNTS	On or about Friday, August 20, 2021
COMMENCEMENT OF TRADING	On or about Monday, August 23, 2021

** Our Company and the Promoter Selling Shareholder, in consultation with the Book Running Lead Managers, may consider participation by Anchor Investors. The Anchor Investor Bidding Date shall be one Working Day prior to the Bid/Offer Opening Date i.e. Friday, August 6, 2021.*

*** UPI mandate end time and date shall be at 12.00 p.m. on Thursday, August 12, 2021.*

**** In case of any delay in unblocking of amounts in the ASBA Accounts (including amounts blocked through the UPI Mechanism) exceeding four Working Days from the Bid/Offer Closing Date, the Bidder shall be compensated in accordance with applicable law. Further, investors shall be entitled to compensation in the manner specified in the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021 read with SEBI circular no. SEBI/HO/CFD/DIL1/CIR/P/2021/47 dated March 31, 2021 and SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021 in case of delays in resolving investor grievances in relation to blocking/unblocking of funds.*

The above timetable, is indicative in nature and does not constitute any obligation or liability on our Company, the Promoter Selling Shareholder or the members of the Syndicate.

While our Company will use best efforts to ensure that listing and trading of the Equity Shares on the Stock Exchanges commences within six Working Days of the Bid/Offer Closing Date or such other period as may be prescribed by SEBI, the timetable may be subject to change for various reasons, including extension of Bid/Offer Period by our Company, due to revision of the Price Band, any delays in receipt of final listing and trading approvals from the Stock Exchanges, delay in receipt of final certificates from SCSBs, etc. The commencement of trading of the Equity Shares will be entirely at the discretion of the Stock Exchanges in accordance with applicable law. The Promoter Selling Shareholder confirms that it shall extend reasonable co-operation in relation to the Offered Shares required by our Company and the Book Running Lead Managers for the completion of the necessary formalities for listing and commencement of trading of the Equity Shares at the Stock Exchanges within six Working Days from the Bid/Offer Closing Date or such other time as may be prescribed by SEBI.

SEBI is in the process of streamlining and reducing the post issue timeline for IPOs. Any circulars or notifications from SEBI after the date of this Red Herring Prospectus may result in changes to the above mentioned timelines. Further, the offer procedure is subject to change basis any revised SEBI circulars to this effect.

Separately, the following compensation mechanism shall be applicable for investor grievances in relation to Bids made through the UPI Mechanism, for which the relevant SCSBs shall be liable to compensate the investor:

Scenario	Compensation amount	Compensation period
Delayed unblock for cancelled / withdrawn / deleted applications	₹ 100 per day or 15% per annum of the Bid Amount, whichever is higher	From the date on which the request for cancellation / withdrawal / deletion is placed on the bidding platform of the Stock Exchanges till the date of actual unblock

Scenario	Compensation amount	Compensation period
Blocking of multiple amounts for the same Bid made through the UPI Mechanism	1. Instantly revoke the blocked funds other than the original application amount and 2. ₹ 100 per day or 15% per annum of the total cumulative blocked amount except the original Bid Amount, whichever is higher	From the date on which multiple amounts were blocked till the date of actual unblock
Blocking more amount than the Bid Amount	1. Instantly revoke the difference amount, i.e., the blocked amount less the Bid Amount and 2. ₹ 100 per day or 15% per annum of the difference amount, whichever is higher	From the date on which the funds to the excess of the Bid Amount were blocked till the date of actual unblock
Delayed unblock for non – Allotted / partially Allotted applications	₹ 100 per day or 15% per annum of the Bid Amount, whichever is higher	From the Working Day subsequent to the finalisation of the Basis of Allotment till the date of actual unblock

Further, in the event there are any delays in resolving the investor grievance beyond the date of receipt of the complaint from the investor, for each day delayed, the post-Offer BRLM shall be liable to compensate the investor ₹ 100 per day or 15% per annum of the Bid Amount, whichever is higher. The compensation shall be payable for the period ranging from the day on which the investor grievance is received till the date of actual unblock.

Submission of Bids (other than Bids from Anchor Investors):

Bid/Offer Period (except the Bid/Offer Closing Date)	
Submission and Revision in Bids	Only between 10.00 a.m. and 5.00 p.m. Indian Standard Time
Bid/Offer Closing Date	
Submission and Revision in Bids	Only between 10.00 a.m. and 3.00 p.m. Indian Standard Time

On the Bid/Offer Closing Date, the Bids shall be uploaded until:

i. 4.00 p.m. Indian Standard Time in case of Bids by QIBs and Non-Institutional Investors, and

ii. until 5.00 p.m. Indian Standard Time or such extended time as permitted by the Stock Exchanges, in case of Bids by Retail Individual Investors.

On Bid/Offer Closing Date, extension of time will be granted by Stock Exchanges only for uploading Bids received from Retail Individual Investors after taking into account the total number of Bids received up to closure of timings for acceptance of Bid cum Application Forms as stated herein and as reported by the Book Running Lead Managers to the Stock Exchanges.

The Registrar to the Offer shall submit the details of cancelled/ withdrawn/ deleted applications to the SCSBs on a daily basis within 60 minutes of the Bid closure time from the Bid/ Offer Opening Date till the Bid/ Offer Closing Date by obtaining the same from the Stock Exchanges. The SCSBs shall unblock such applications by the closing hours of the Working Day and submit the confirmation to the BRLMs and the RTA on a daily basis.

To avoid duplication, the facility of re-initiation provided to Syndicate Members shall preferably be allowed only once per Bid/batch and as deemed fit by the Stock Exchanges, after closure of the time for uploading Bids.

It is clarified that Bids not uploaded on the electronic bidding system or in respect of which the full Bid Amount is not blocked by SCSBs (including under the UPI Mechanism in the relevant ASBA Account) would be rejected. Due to limitation of time available for uploading Bids on the Bid/Offer Closing Date, Bidders

are advised to submit Bids one day prior to the Bid/Offer Closing Date and, in any case, no later than 3.00 p.m. (Indian Standard Time) on the Bid/Offer Closing Date. Bidders are cautioned that if a large number of Bids are received on the Bid/Offer Closing Date, as is typically experienced in public issues, which may lead to some Bids not being uploaded due to lack of sufficient time to upload, such Bids that cannot be uploaded on the electronic bidding system will not be considered for allocation in the Offer. Our Company, the Promoter Selling Shareholder and the members of Syndicate will not be responsible for any failure in uploading Bids due to faults in any hardware/software system or otherwise. Bids will be accepted only on Working Days. Investors may please note that as per letters dated July 3, 2006 and July 6, 2006, issued by BSE and NSE respectively, Bids and any revisions in Bids shall not be accepted on Saturdays and public holidays as declared by the Stock Exchanges.

Our Company and the Promoter Selling Shareholder, in consultation with the Book Running Lead Managers, reserves the right to revise the Price Band during the Bid/Offer Period, in accordance with the SEBI ICDR Regulations, provided that the Cap Price will be less than or equal to 120% of the Floor Price and the Floor Price will not be less than the face value of the Equity Shares. Subject to compliance with the foregoing, the Floor Price may move up or down to the extent of 20% of the Floor Price and the Cap Price will be revised accordingly.

In case of revision in the Price Band, the Bid/Offer Period will be extended for at least three additional Working Days after revision of Price Band subject to the Bid/Offer Period not exceeding 10 Working Days. Any revision in the Price Band and the revised Bid/Offer Period, if applicable, will be widely disseminated by notification to the Stock Exchanges by issuing a press release and by indicating the change on the websites of the Book Running Lead Managers and terminals of the Syndicate Members and will also be intimated to SCSBs, the Registered Brokers, CRTAs and CDPs. However, in case of revision in the Price Band, the Bid Lot shall remain the same.

In case of discrepancy in data entered in the electronic book vis-à-vis data contained in the Bid cum Application Form for a particular Bidder, the details as per the Bid file received from the Stock Exchanges shall be taken as the final data for the purpose of Allotment.

Minimum subscription

If our Company does not receive the minimum subscription of 90% of the Fresh Issue including through the devolvement to the Underwriters, as applicable, on the date of closure of the Offer; or withdrawal of applications, or after technical rejections, or if the listing or trading permission is not obtained from the Stock Exchanges for the Equity Shares so offered under the Offer Document, our Company shall forthwith refund the entire subscription amount received. If there is a delay of four days after our Company becomes liable to pay the amount, our Company and every Director of our Company who are officers in default, shall pay interest at the rate of 15% per annum. Subject to applicable law, the Promoter Selling Shareholder shall not be responsible to pay interest for any delay, unless such delay has been caused solely by the Promoter Selling Shareholder.

The requirement for minimum subscription is not applicable to the Offer for Sale.

In case of under-subscription in the Offer, after meeting the minimum subscription requirement of 90% of the Fresh Issue, the balance subscription in the Offer will be met in the following order of priority: (i) such number of Equity Shares will first be transferred from the Offered Shares being offered by the Promoter Selling Shareholder in the Offer for Sale such that 100% of the Offer for Sale portion is subscribed, and (ii) balance portion through Allotment of Equity Shares in the balance Fresh Issue portion.

Further, in terms of Regulation 49(1) of the SEBI ICDR Regulations, our Company shall ensure that the number of Bidders to whom the Equity Shares will be Allotted will be not less than 1,000.

Under-subscription, if any, in any category except the QIB Category, would be met with spill-over from the other categories at the discretion of our Company and the Promoter Selling Shareholder, in consultation with the Book Running Lead Managers, and the Designated Stock Exchange.

Arrangement for disposal of odd lots

Since the Equity Shares will be traded in dematerialised form only and the market lot for the Equity Shares will be one Equity Share, no arrangements for disposal of odd lots are required.

New financial instruments

Our Company is not issuing any new financial instruments through this Offer.

Option to receive Equity Shares in dematerialized form

Allotment of Equity Shares to successful Bidders will only be in the dematerialized form. Bidders will not have the option of Allotment of the Equity Shares in physical form. The Equity Shares on Allotment will be traded only in the dematerialized segment of the Stock Exchanges.

Restriction on transfer of shares and transmission of Equity Shares

Except for lock-in of the pre-Offer capital of our Company, the Minimum Promoters' Contribution and the Anchor Investor lock-in in the Offer as detailed in "***Capital Structure***" on page 91, and except as provided in the Articles of Association as detailed in "***Main Provisions of the Articles of Association***" on page 462, there are no restrictions on transfers and transmission of Equity Shares and on their consolidation/splitting.

Withdrawal of the Offer

The Offer shall be withdrawn in the event that 90% of the Fresh Issue portion of the Offer is not subscribed. Our Company and the Promoter Selling Shareholder, in consultation with the Book Running Lead Managers, reserve the right to not proceed with the Offer at any time after the Bid/Offer Opening Date but before Allotment. If our Company and the Promoter Selling Shareholder withdraw the Offer, our Company will issue a public notice within two days from the Bid/Offer Closing Date or such time as may be prescribed by SEBI, providing reasons for not proceeding with the Offer. The Book Running Lead Managers, through the Registrar to the Offer, will instruct the SCSBs or the Sponsor Bank, as the case may be, to unblock the ASBA Accounts within one Working Day from the day of receipt of such instruction. The notice of withdrawal will be issued in the same newspapers where the pre-Offer advertisements have appeared and the Stock Exchanges will also be informed promptly.

If our Company and the Promoter Selling Shareholder, in consultation with the Book Running Lead Managers, withdraw the Offer after the Bid/Offer Closing Date and thereafter determine that they will proceed with a public offering of Equity Shares, a fresh draft red herring prospectus will be filed and/or submitted with SEBI and the Stock Exchanges.

Notwithstanding the foregoing, the Offer is also subject to obtaining (i) the final listing and trading approvals of the Stock Exchanges, which our Company will apply for only after Allotment and within six Working Days of the Bid/Offer Closing Date or such other time period as prescribed under Applicable Law, and (ii) the final RoC approval of the Prospectus after it is filed and/or submitted with the RoC and the Stock Exchanges.

OFFER STRUCTURE

The Offer of up to [●] Equity Shares for cash at price of ₹ [●] per Equity Share (including a premium of ₹ [●] per Equity Share) aggregating to up to ₹ 50,000.00 million comprising of a Fresh Issue of up to [●] Equity Shares aggregating up to ₹ 15,000.00 million by our Company and an Offer of Sale of up to [●] Equity Shares, aggregating up to ₹ 35,000.00 million by the Promoter Selling Shareholder. The Offer shall constitute [●]% of the post-Offer paid-up Equity Share capital of our Company.

In terms of Rule 19(2) (b) of the SCRR, the Offer is being made through the Book Building Process, in compliance with Regulation 31 of the SEBI ICDR Regulations.

	QIBs*	Non-Institutional Investors	Retail Individual Investors
Number of Equity Shares available for allocation**	Not more than [●] Equity Shares	Not less than [●] Equity Shares available for allocation or Offer less allocation to QIBs and Retail Individual Investors	Not less than [●] Equity Shares available for allocation or Offer less allocation to QIBs and Non-Institutional Investors
Percentage of Offer size available for allocation	Not more than 50% of the Offer size shall be made available for allocation on a proportionate basis to QIBs. 5% of the net QIB Category (excluding the Anchor Investor Portion) will be available for allocation proportionately to Mutual Funds only. Mutual Funds participating in the Mutual Fund Portion will also be eligible for allocation in the remaining balance QIB Category (excluding the Anchor Investor Portion). The unsubscribed portion in the Mutual Fund Portion, if any, will be available for allocation to other QIBs	Not less than 15% of the Offer less allocation to QIBs and Retail Individual Investors will be available for allocation	Not less than 35% of the Offer less allocation to QIBs and Non-Institutional Investors will be available for allocation
Basis of Allotment if respective category is oversubscribed	Proportionate as follows (excluding the Anchor Investor Portion): (a) Up to [●] Equity Shares shall be available for allocation on a proportionate basis to Mutual Funds only; and (b) [●] Equity Shares shall be available for allocation on a proportionate basis to all QIBs, including Mutual Funds receiving allocation as per (a) above Up to [●] Equity Shares may be allocated on a discretionary basis to Anchor Investors of which one-third shall be available for allocation to Mutual Funds only	Proportionate	The allotment to each Retail Individual Investors shall not be less than the minimum Bid Lot, subject to availability of Equity Shares in the Retail Category and the remaining available Equity Shares if any, shall be allotted on a proportionate basis. For further details, see the General Information Document.
Mode of Bidding	Through ASBA process only except for Anchor Investors (excluding the UPI Mechanism)	Through ASBA process only (excluding the UPI Mechanism)	Through ASBA process only (including the UPI Mechanism)
Minimum Bid	Such number of Equity Shares in multiples of [●] Equity	Such number of Equity Shares in multiples of [●] Equity Shares so	[●] Equity Shares and in multiples of [●] Equity Shares thereafter

	QIBs*	Non-Institutional Investors	Retail Individual Investors
	Shares so that the Bid Amount exceeds ₹ 200,000	that the Bid Amount exceeds ₹ 200,000	
Maximum Bid	Such number of Equity Shares in multiples of [●] Equity Shares so that the Bid does not exceed the Offer, subject to applicable limits	Such number of Equity Shares in multiples of [●] Equity Shares so that the Bid does not exceed the Offer (excluding the QIB Category), subject to applicable limits	Such number of Equity Shares in multiples of [●] Equity Shares so that the Bid Amount does not exceed ₹ 200,000
Mode of Allotment	Compulsorily in dematerialised form		
Bid Lot	[●] Equity Shares and in multiples of [●] Equity Shares thereafter		
Allotment Lot	[●] Equity Shares and in multiples of [●] Equity Shares thereafter		[●] Equity Shares and in multiples of [●] Equity Shares thereafter subject to availability in the Retail Category
Trading Lot	One Equity Share		
Who can Apply***	Public financial institutions specified in Section 2(72) of the Companies Act, 2013, FPIs (other than individuals, corporate bodies and family offices, registered with the SEBI), scheduled commercial banks, Mutual Funds registered with SEBI, VCFs, FVCIs, AIFs, multilateral and bilateral development financial institutions, state industrial development corporations, NBFC-SI, insurance companies registered with the Insurance Regulatory and Development Authority, provident funds with a minimum corpus of ₹ 250 million, pension funds with a minimum corpus of ₹ 250 million, the National Investment Fund set up by resolution F. No. 2/3/2005-DD-II dated November 23, 2005 of the GoI, published in the Gazette of India, insurance funds set up and managed by the army, navy, or air force of the Union of India and insurance funds set up and managed by the Department of Posts, India	Resident Indian individuals, HUFs (in the name of Karta), companies, corporate bodies, Eligible NRIs, scientific institutions, societies and trusts and FPIs who are individuals, corporate bodies and family offices and registered with SEBI	Resident Indian individuals, HUFs (in the name of the Karta) and Eligible NRIs
Terms of Payment****	***In case of Anchor Investors:*** Full Bid Amount shall be payable by the Anchor Investors at the time of submission of their Bids ***In case of all other Bidders:*** Full Bid Amount shall be blocked by the SCSBs in the bank account of the Bidders, or by the Sponsor Bank through the UPI Mechanism (other than Anchor Investors) that is specified in the Bid cum Application Form at the time of the submission of the Bid cum Application Form		

** Our Company and the Promoter Selling Shareholder, in consultation with the Book Running Lead Managers, may allocate up to 60% of the QIB Category to Anchor Investors at the price at which allocation is made to Anchor Investors, on a discretionary basis, subject to there being (i) a maximum of two Anchor Investors, where allocation in the Anchor Investor Portion is up to ₹ 100 million, (ii) minimum of two and maximum of 15 Anchor Investors, where the allocation under the Anchor Investor Portion is more than ₹ 100 million but up to ₹ 2,500 million under the Anchor Investor Portion, subject to a minimum Allotment of ₹ 50 million per Anchor Investor, and (iii) in case of allocation above ₹ 2,500 million under the Anchor Investor Portion, a minimum of five such investors and a maximum of 15 Anchor Investors for allocation up to ₹ 2,500 million, and an additional 10 Anchor Investors for every additional ₹ 2,500 million or part thereof will be permitted, subject to minimum allotment of ₹ 50 million per Anchor Investor. An Anchor Investor will make a minimum Bid of such number of Equity Shares, that the Bid Amount is at least ₹ 100 million. One-third of the Anchor Investor Portion will be reserved for domestic Mutual Funds, subject to valid Bids being received at or above the price at which allocation is made to Anchor Investors.*

*** Subject to valid Bids being received at or above the Offer Price. This Offer is being made in accordance with Rule 19(2)(b) of the SCRR, through the Book Building Process wherein not more than 50% of the Offer will be available for allocation to QIBs on a proportionate basis, provided that the Anchor Investor Portion may be allocated on a discretionary basis. Further, not less than 15% of the Offer will be available for allocation on a proportionate basis to Non-Institutional Investors subject to valid Bids being received at or above the Offer Price. Further, at least 35% of the Offer will be Allotted to Retail Individual Investors in accordance with the SEBI ICDR Regulations, subject to valid Bids being received at or above the Offer Price. Under-subscription, if any, in any category, except the QIB Category, would be met with spill-over from any other category or categories, as applicable, at the discretion of our Company and the Promoter Selling Shareholder, in consultation with the Book Running Lead Managers and the Designated Stock Exchange, subject to applicable laws.*

****If the Bid is submitted in joint names, the Bid cum Application Form should contain only the name of the First Bidder whose name should also appear as the first holder of the depository account held in joint names. The signature of only the First Bidder would be required in the Bid cum Application Form and such First Bidder would be deemed to have signed on behalf of the joint holders.*

*****Full Bid Amount shall be payable by the Anchor Investors at the time of submission of the Bid cum Application Form, provided that any difference between the price at which Equity Shares are allocated to the Anchor Investors and the Anchor Investor Offer Price, shall be payable within two Working Days after the Bid/Offer Closing Date. In case the Offer Price is lower than the Anchor Investor Allocation Price, the amount in excess of the Offer Price paid by the Anchor Investors shall not be refunded to them. For further information on terms of payment applicable to Anchor Investors, see "**Offer Procedure - Payment into Escrow Account for Anchor Investors**" on page 456.*

Bidders will be required to confirm and will be deemed to have represented to our Company, the Promoter Selling Shareholder, the Underwriters, their respective directors, officers, agents, affiliates and representatives that they are eligible under applicable law, rules, regulations, guidelines and approvals to acquire the Equity Shares and will not issue, sell, pledge, or transfer the Equity Shares to any person who is not eligible under any applicable laws, rules, regulations, guidelines and approvals to acquire the Equity Shares, The Company, the Promoter Selling Shareholder, Underwriters and their respective directors, officers, agents, affiliates and representatives accept no responsibility or liability for advising any investor on whether such investor is eligible to acquire Equity Shares.

OFFER PROCEDURE

All Bidders should read the General Information Document for Investing in Public Issues, which highlights the key rules, processes and procedures applicable to public issues in general in accordance with the provisions of the Companies Act, the SCRA, the SCRR and the SEBI ICDR Regulations which is part of the abridged prospectus accompanying the Bid cum Application Form. The General Information Document is available on the websites of the Stock Exchanges and the Book Running Lead Managers. Please refer to the relevant provisions of the General Information Document which are applicable to the Offer.

Additionally, all Bidders may refer to the General Information Document for information in relation to (i) category of investors eligible to participate in the Offer, (ii) maximum and minimum Bid size, (iii) price discovery and allocation, (iv) payment instructions for ASBA Bidders, (v) issuance of Confirmation of Allocation Note and Allotment in the Offer, (vi) price discovery and allocation, (vii) general instructions (limited to instructions for completing the Bid cum Application Form), (viii) Designated Date, (ix) disposal of applications, (x) submission of Bid cum Application Form, (xi) other instructions (limited to joint bids in cases of individual, multiple bids and instances when an application would be rejected on technical grounds), (xii) applicable provisions of Companies Act, 2013 relating to punishment for fictitious applications, (xiii) mode of making refunds, and (xiv) interest in case of delay in Allotment or refund.

*SEBI through the SEBI UPI Circulars introduced an alternate payment mechanism using UPI and consequent reduction in timelines for listing in a phased manner. UPI has been introduced in a phased manner as a payment mechanism with the ASBA for applications by Retail Individual Investors through intermediaries from January 1, 2019. The UPI Mechanism for Retail Individual Investors applying through Designated Intermediaries, in phase I, was effective along with the prior process and existing timeline of T+6 days ("**UPI Phase I**"), until June 30, 2019. Subsequently, for applications by Retail Individual Investors through Designated Intermediaries, the process of physical movement of forms from such Designated Intermediaries to SCSBs for blocking of funds has been discontinued and only the UPI Mechanism for such Bids with existing timeline of T+6 days is applicable for a period of three months or launch of five main board public issues, whichever is later ("**UPI Phase II**"). Subsequently, SEBI vide its circular no. SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019 extended the timeline for UPI Phase II till March 31, 2020. However, given the prevailing uncertainty due to the COVID-19 pandemic, SEBI vide its circular no. SEBI/HO/CFD/DIL2/CIR/P/2020/50 dated March 30, 2020 extended the timeline for UPI Phase II till further notice from SEBI. Thereafter, the final reduced timeline of T+3 days will be made effective using the UPI Mechanism for applications by Retail Individual Investors ("**UPI Phase III**"), as may be prescribed by SEBI. Accordingly, the Offer will be made under UPI Phase II of the SEBI UPI Circulars, subject to any circulars, clarification or notification issued by SEBI from time to time. Further, SEBI vide its circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021 read with circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021 has introduced certain additional measures for streamlining the process of initial public offers and redressing investor grievances.*

In terms of Regulation 23(5) and Regulation 271 of SEBI ICDR Regulations, the timelines and processes mentioned in SEBI circular no. SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019 shall continue to form part of the agreements being signed between the intermediaries involved in the public issuance process and lead managers shall continue to coordinate with intermediaries involved in the said process.

Our Company, the Promoter Selling Shareholder and the Syndicate do not accept any responsibility for the completeness and accuracy of the information stated in this section and the General Information Document section and are not liable for any amendment, modification or change in the applicable law which may occur after the date of this Red Herring Prospectus. Bidders are advised to make their independent investigations and ensure that their Bids are submitted in accordance with applicable laws and do not exceed the investment limits or maximum number of Equity Shares that can be held by them under applicable law or as specified in this Red Herring Prospectus and the Prospectus.

Further, our Company, the Promoter Selling Shareholder and the Syndicate are not liable for any adverse occurrences consequent to the implementation of the UPI Mechanism for application in this Offer.

Book Building Procedure

The Offer is being made through the Book Building Process in compliance with Regulation 6(1) of the SEBI ICDR Regulations, wherein not more than 50% of the Offer shall be made available for allocation on a proportionate basis to QIBs, provided that our Company and the Promoter Selling Shareholder, in consultation with the Book Running Lead Managers, may allocate up to 60% of the QIB Category to Anchor Investors on a

discretionary basis, of which one-third shall be reserved for domestic Mutual Funds, subject to valid Bids being received from them at or above the price at which allocation is made to Anchor Investors. In case of under-subscription or non-allocation in the Anchor Investor Portion, the remaining Equity Shares will be added back to the QIB Category (other than Anchor Investor Portion). In the event of under-subscription, or non-allocation in the Anchor Investor Portion, the balance Equity Shares shall be added to the QIB Category. Post allocation to the Anchor Investors, the QIB Category will be reduced by such number of Equity Shares. Further, 5% of the QIB Category (excluding the Anchor Investor Portion) shall be available for allocation on a proportionate basis to Mutual Funds only, and the remainder of the QIB Category shall be available for allocation on a proportionate basis to all QIBs (other than Anchor Investors), including Mutual Funds, subject to valid Bids being received at or above the Offer Price. However, if the aggregate demand from Mutual Funds is less than 5% of the QIB Category (excluding the Anchor Investor Portion), the balance Equity Shares available for allocation in the Mutual Fund Portion will be added to the remaining QIB Category (excluding the Anchor Investor Portion) for proportionate allocation to QIBs. Further, not less than 15% of the Offer shall be available for allocation on a proportionate basis to Non-Institutional Investors and not less than 35% of the Offer shall be available for allocation to Retail Individual Investors in accordance with the SEBI ICDR Regulations, subject to valid Bids being received at or above the Offer Price.

Under-subscription, if any, in any category, except in the QIB Category, would be allowed to be met with spill-over from any other category or categories, as applicable, at the discretion of our Company and the Promoter Selling Shareholder, in consultation with the Book Running Lead Managers and the Designated Stock Exchange, subject to applicable laws.

The Equity Shares, on Allotment, shall be traded only in the dematerialised segment of the Stock Exchanges.

Investors should note that the Equity Shares will be Allotted to all successful Bidders only in dematerialised form. The Bid cum Application Forms which do not have the details of the Bidders' depository account, including DP ID, Client ID and PAN, and UPI ID (for Retail Individual Investors Bidding through the UPI Mechanism), shall be treated as incomplete and will be rejected. Bidders will not have the option of being Allotted Equity Shares in physical form.

Phased implementation of UPI

SEBI has issued the SEBI UPI Circulars in relation to streamlining the process of public issue of, among others, equity shares. Pursuant to the SEBI UPI Circulars, the UPI Mechanism has been introduced in a phased manner as a payment mechanism (in addition to mechanism of blocking funds in the account maintained with SCSBs under ASBA) for applications by Retail Individual Investors through Designated Intermediaries with the objective to reduce the time duration from public issue closure to listing from six Working Days to up to three Working Days. Considering the time required for making necessary changes to the systems and to ensure complete and smooth transition to the UPI payment mechanism, the SEBI UPI Circulars have introduced the UPI Mechanism in three phases in the following manner:

Phase I: This phase was applicable from January 1, 2019 until March 31, 2019 or floating of five main board public issues, whichever was later. Subsequently, the timeline for implementation of Phase I was extended till June 30, 2019. Under this phase, a Retail Individual Investor had the option to submit the ASBA Form with any of the Designated Intermediary and use his/her UPI ID for the purpose of blocking of funds. The time duration from public issue closure to listing continued to be six Working Days.

Phase II: This phase has become applicable from July 1, 2019 and was to initially continue for a period of three months or floating of five main board public issues, whichever is later. SEBI, vide its circular no. SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019, has decided to extend the timeline for implementation of UPI Phase II until March 31, 2020. Subsequently, SEBI, vide its circular no. SEBI/HO/CFD/DIL2/CIR/P/2020/50 dated March 30, 2020, extended the timeline for implementation of UPI Phase II till further notice. Under this phase, submission of the ASBA Form by RIIs through Designated Intermediaries (other than SCSBs) to SCSBs for blocking of funds has been discontinued and replaced by the UPI Mechanism. However, the time duration from public issue closure to listing continues to be six Working Days during this phase.

Phase III: The commencement of this phase is yet to be notified by SEBI. In this phase, the time duration from public issue closure to listing would be reduced to three Working Days.

Pursuant to the SEBI UPI Circulars, SEBI has set out specific requirements for redressal of investor grievances for applications that have been made through the UPI Mechanism. The requirements of the SEBI UPI Circulars include, appointment of a nodal officer by the SCSB and submission of their details to SEBI, the requirement for SCSBs to send SMS alerts for the blocking and unblocking of UPI mandates, the requirement for the Registrar to submit details of cancelled, withdrawn or deleted applications, and the requirement for the bank accounts of unsuccessful Bidders to be unblocked no later than one day from the date on which the Basis of Allotment is finalised. Failure to unblock the accounts within the timeline would result in the SCSBs being penalised under the relevant securities law. Additionally, if there is any delay in the redressal of investors' complaints, the relevant SCSB as well as the post–Offer Book Running Lead Manager will be required to compensate the concerned investor.

All SCSBs offering facility of making application in public issues shall also provide facility to make application using UPI. Our Company will be required to appoint one of the SCSBs as a sponsor bank to act as a conduit between the Stock Exchanges and NPCI in order to facilitate collection of requests and/or payment instructions of the Retail Individual Investors using the UPI.

For further details, refer to the General Information Document available on the websites of the Stock Exchanges and the Book Running Lead Managers.

Bid cum Application Form

Copies of the Bid cum Application Form (other than for Anchor Investors) and the abridged prospectus will be available with the Designated Intermediaries at relevant Bidding Centres and at the Registered and Corporate Office. The electronic copy of the Bid cum Application Forms will also be available for download on the websites of NSE (www.nseindia.com) and BSE (www.bseindia.com) at least one day prior to the Bid/Offer Opening Date.

For Anchor Investors, the Bid cum Application Forms will be available at the offices of the Book Running Lead Managers.

Bidders (other than Anchor Investors) must compulsorily use the ASBA process to participate in the Offer. Anchor Investors are not permitted to participate in this Offer through the ASBA process.

All ASBA Bidders must provide either, (i) bank account details and authorisation to block funds in the ASBA Form, or (ii) the UPI ID (in case of RIIs), as applicable, in the relevant space provided in the ASBA Form and the ASBA Forms that do not contain such details will be rejected. Applications made by the RIIs using third party bank account or using third party linked bank account UPI ID are liable for rejection.

Retail Individual Investors Bidding using the UPI Mechanism must provide the UPI ID in the relevant space provided in the Bid cum Application Form. Bid cum Application Forms that do not contain the UPI ID are liable to be rejected. Retail Individual Investors Bidding using the UPI Mechanism may also apply through the SCSBs and mobile applications using the UPI handles as provided on the website of SEBI.

Further, Bidders shall ensure that the Bids are submitted at the Bidding Centres only on Bid cum Application Forms bearing the stamp of a Designated Intermediary (except in case of electronic Bid cum Application Forms) and Bid cum Application Forms not bearing such specified stamp maybe liable for rejection. Bidders, using the ASBA process to participate in the Offer, must ensure that the ASBA Account has sufficient credit balance such that an amount equivalent to the full Bid Amount can be blocked therein.

Since the Offer is made under Phase II of the SEBI UPI Circulars, ASBA Bidders may submit the ASBA Form in the manner below:

(i) RIIs (other than the RIIs using UPI Mechanism) may submit their ASBA Forms with SCSBs (physically or online, as applicable), or online using the facility of linked online trading, demat and bank account (3 in 1 type accounts), provided by certain brokers.

(ii) RIIs using the UPI Mechanism, may submit their ASBA Forms with the Syndicate, sub-syndicate members, Registered Brokers, RTAs or CDPs, or online using the facility of linked online trading, demat and bank account (3 in 1 type accounts), provided by certain brokers.

(iii) QIBs and NIBs may submit their ASBA Forms with SCSBs, Syndicate, sub-syndicate members, Registered Brokers, RTAs or CDPs.

ASBA Bidders are also required to ensure that the ASBA Account has sufficient credit balance as an amount equivalent to the full Bid Amount which can be blocked by the SCSB or the Sponsor Bank, as applicable, at the time of submitting the Bid. In order to ensure timely information to investors, SCSBs are required to send SMS alerts to investors intimating them about Bid Amounts blocked/ unblocked.

The prescribed colour of the Bid cum Application Forms for various categories is as follows:

Category	Colour of Bid cum Application Form*
Resident Indians including resident QIBs, Non-Institutional Investors, Retail Individual Investors and Eligible NRIs applying on a non-repatriation basis^	White
Non-Residents including FPIs, Eligible NRIs, FVCIs and registered bilateral and multilateral institutions applying on a repatriation basis ^	Blue
Anchor Investors**	White

** Excluding electronic Bid cum Application Forms.*

***Bid cum Application Forms for Anchor Investors will be made available at the office of the Book Running Lead Managers.*

^Electronic Bid cum Application Forms and the abridged prospectus will also be available for download on the website of NSE (www.nseindia.com) and BSE (www.bseindia.com).

In case of ASBA Forms, the relevant Designated Intermediaries shall upload the relevant Bid details (including UPI ID in case of ASBA Forms under the UPI Mechanism) in the electronic bidding system of the Stock Exchanges. Subsequently, for ASBA Forms (other than RIIs using UPI Mechanism), Designated Intermediaries (other than SCSBs) shall submit / deliver the ASBA Forms to the respective SCSB where the Bidder has an ASBA bank account and shall not submit it to any non-SCSB bank or any Escrow Collection Bank. Stock Exchanges shall validate the electronic bids with the records of the CDP for DP ID/Client ID and PAN, on a real time basis and bring inconsistencies to the notice of the relevant Designated Intermediaries, for rectification and re-submission within the time specified by Stock Exchanges. Stock Exchanges shall allow modification of either DP ID/Client ID or PAN ID, bank code and location code in the Bid details already uploaded.

For RIIs using the UPI Mechanism, the Stock Exchanges shall share the Bid details (including UPI ID) with the Sponsor Bank on a continuous basis to enable the Sponsor Bank to initiate UPI Mandate Request to RIIs for blocking of funds. The Sponsor Bank shall initiate request for blocking of funds through NPCI to RIIs, who shall accept the UPI Mandate Request for blocking of funds on their respective mobile applications associated with UPI ID linked bank account. The NPCI shall maintain an audit trail for every Bid entered in the Stock Exchanges bidding platform, and the liability to compensate RIIs (Bidding through UPI Mechanism) in case of failed transactions shall be with the concerned entity (i.e. the Sponsor Bank, NPCI or the issuer bank) at whose end the lifecycle of the transaction has come to a halt. The NPCI shall share the audit trail of all disputed transactions/ investor complaints to the Sponsor Bank and the issuer bank. The Sponsor Bank and the Bankers to the Offer shall provide the audit trail to the Book Running Lead Managers for analysing the same and fixing liability.

The Sponsor Bank will undertake a reconciliation of Bid responses received from Stock Exchanges and sent to NPCI and will also ensure that all the responses received from NPCI are sent to the Stock Exchanges platform with detailed error code and description, if any. Further, the Sponsor Bank will undertake reconciliation of all Bid requests and responses throughout their lifecycle on daily basis and share reports with the Book Running Lead Managers in the format and within the timelines as specified under the SEBI UPI Circulars. Sponsor Bank and issuer banks shall download UPI settlement files and raw data files from the NPCI portal after every settlement cycle and do a three way reconciliation with Banks UPI switch data, CBS data and UPI raw data. NPCI is to coordinate with issuer banks and Sponsor Banks on a continuous basis.

For all pending UPI Mandate Requests, the Sponsor Bank shall initiate requests for blocking of funds in the ASBA Accounts of relevant Bidders with a confirmation cut-off time of 12:00 pm on the first Working Day after the Bid/Issue Closing Date ("**Cut-Off Time**"). Accordingly, RIIs Bidding using through the UPI Mechanism should accept UPI Mandate Requests for blocking off funds prior to the Cut-Off Time and all pending UPI Mandate Requests at the Cut-Off Time shall lapse.

The Sponsor Bank shall host a web portal for intermediaries (closed user group) from the date of Bid/Offer Opening Date till the date of listing of the Equity Shares with details of statistics of mandate blocks/unblocks, performance of apps and UPI handles, down-time/network latency (if any) across intermediaries and any such processes having an impact/bearing on the Offer Bidding process.

Electronic registration of Bids

a) The Designated Intermediary may register the Bids using the on-line facilities of the Stock Exchanges. The Designated Intermediaries can also set up facilities for off-line electronic registration of Bids, subject to the condition that they may subsequently upload the off-line data file into the on-line facilities for Book Building on a regular basis before the closure of the Offer.

b) On the Bid/Offer Closing Date, the Designated Intermediaries may upload the Bids till such time as may be permitted by the Stock Exchanges and as disclosed in this Red Herring Prospectus.

c) Only Bids that are uploaded on the Stock Exchanges Platform are considered for allocation/Allotment. The Designated Intermediaries are given till 1:00 pm on the next Working Day following the Bid/Offer Closing Date to modify select fields uploaded in the Stock Exchange Platform during the Bid/Offer Period after which the Stock Exchange(s) send the bid information to the Registrar to the Offer for further processing

Participation by the Promoters, the members of the Promoter Group, the Book Running Lead Managers, the Syndicate Members and persons related to Promoters/the members of the Promoter Group/the Book Running Lead Managers

The Book Running Lead Managers and the Syndicate Members shall not be allowed to purchase the Equity Shares in any manner, except towards fulfilling their underwriting obligations. However, the respective associates and affiliates of the Book Running Lead Managers and the Syndicate Members may purchase Equity Shares in the Offer, either in the QIB Category or in the Non-Institutional Category as may be applicable to such Bidders, where the allocation is on a proportionate basis and such subscription may be on their own account or on behalf of their clients. All categories of investors, including respective associates or affiliates of the Book Running Lead Managers and Syndicate Members, shall be treated equally for the purpose of allocation to be made on a proportionate basis.

Except as stated below, neither the Book Running Lead Managers nor any associate of the Book Running Lead Managers can apply in the Offer under the Anchor Investor Portion:

(i) mutual funds sponsored by entities which are associate of the Book Running Lead Managers;

(ii) insurance companies promoted by entities which are associate of the Book Running Lead Managers;

(iii) AIFs sponsored by the entities which are associate of the Book Running Lead Managers; or

(iv) FPIs (other than individuals, corporate bodies and family offices) sponsored by the entities which are associate of the Book Running Lead Managers.

Further, the Promoters and members of the Promoter Group shall not participate by applying for Equity Shares in the Offer. Further, persons related to the Promoters and the member of the Promoter Group shall not apply in the Offer under the Anchor Investor Portion.

However, a QIB who has any of the following rights in relation to our Company shall be deemed to be a person related to the Promoters or the members of the Promoter Group of our Company:

(i) rights under a shareholders' agreement or voting agreement entered into with the Promoters or the members of the Promoter Group of our Company;

(ii) veto rights; or

(iii) right to appoint any nominee director on the Board.

Further, an Anchor Investor shall be deemed to be an "associate of the Book Running Lead Manager" if:

(i) either of them controls, directly or indirectly through its subsidiary or holding company, not less than 15% of the voting rights in the other; or

(ii) either of them, directly or indirectly, by itself or in combination with other persons, exercises control over the other; or

(iii) there is a common director, excluding nominee director, among the Anchor Investors and the Book Running Lead Managers.

Bids by Mutual Funds

With respect to Bids by Mutual Funds, a certified copy of their SEBI registration certificate must be lodged along with the Bid cum Application Form. Failing this, our Company and the Promoter Selling Shareholder, in consultation with the Book Running Lead Managers, reserve the right to reject any Bid without assigning any reason thereof, subject to applicable law.

Bids made by asset management companies or custodians of Mutual Funds shall specifically state names of the concerned schemes for which such Bids are made.

In case of a Mutual Fund, a separate Bid can be made in respect of each scheme of the Mutual Fund registered with SEBI and such Bids in respect of more than one scheme of the Mutual Fund will not be treated as multiple Bids provided that the Bids clearly indicate the scheme concerned for which such Bid has been made.

No Mutual Fund scheme shall invest more than 10% of its NAV in equity shares or equity-related instruments of any single company, provided that the limit of 10% shall not be applicable for investments in case of index funds or sector or industry specific schemes. No Mutual Fund under all its schemes should own more than 10% of any company's paid-up share capital carrying voting rights.

Bids by Eligible NRIs

Eligible NRIs Bidding on non-repatriation basis are advised to use the Bid cum Application Form for residents (white in colour). Eligible NRIs Bidding on a repatriation basis are advised to use the Bid cum Application Form meant for Non-Residents (blue in colour). Only Bids accompanied by payment in Indian Rupees or freely convertible foreign exchange will be considered for Allotment. Eligible NRIs may obtain copies of Bid cum Application Form from the Designated Intermediaries.

Eligible NRI Bidders Bidding on a repatriation basis by using the Non-Resident Forms should authorise their SCSB (if they are Bidding directly through the SCSB) or confirm or accept the UPI Mandate Request (in case of Retail Individual Investors Bidding through the UPI Mechanism) to block their Non-Resident External ("**NRE**") accounts, or Foreign Currency Non-Resident ("**FCNR**") Accounts, and Eligible NRI Bidders Bidding on a non-repatriation basis by using Resident Forms should authorise their respective SCSBs (if they are Bidding directly through SCSB) or confirm or accept the UPI Mandate Request (in case of Retail Individual Investors Bidding through the UPI Mechanism) to block their Non-Resident Ordinary ("**NRO**") accounts for the full Bid Amount, at the time of the submission of the Bid cum Application Form.

In accordance with the FEMA Rules, the total holding by any individual NRI, on a repatriation basis, shall not exceed 5% of the total paid-up equity capital on a fully diluted basis or shall not exceed 5% of the paid-up value of each series of debentures or preference shares or share warrants issued by an Indian company and the total holdings of all NRIs and OCIs put together shall not exceed 10% of the total paid-up equity capital on a fully diluted basis or shall not exceed 10% of the paid-up value of each series of debentures or preference shares or share warrant. Provided that the aggregate ceiling of 10% may be raised to 24% if a special resolution to that effect is passed by the general body of the Indian company.

Eligible NRIs will be permitted to apply in the Offer through Channel I or Channel II (as specified in the SEBI UPI Circulars). Further, subject to applicable law, Eligible NRIs may use Channel IV (as specified in the SEBI UPI Circulars) to apply in the Offer, provided the UPI facility is enabled for their NRE/NRO accounts.

For details of restrictions on investment by NRIs, see "***Restrictions on Foreign Ownership of Indian Securities***" on page 460.

Participation of Eligible NRIs in the Offer shall be subject to the FEMA Rules.

Bids by HUFs

Bids by HUFs, should be made in the individual name of the Karta. The Bidder/Applicant should specify that the Bid is being made in the name of the HUF in the Bid cum Application Form/Application Form as follows: "Name of sole or First Bidder/Applicant: XYZ Hindu Undivided Family applying through XYZ, where XYZ is the name of the Karta". Bids/Applications by HUFs will be considered at par with Bids/Applications from individuals.

Bids by FPIs

In terms of the SEBI FPI Regulations, the investment in Equity Shares by a single FPI or an investor group (which means multiple entities registered as FPIs and directly or indirectly having common ownership of more than 50% or common control) must be below 10% of the post-Offer Equity Share capital. Further, in terms of the FEMA Rules, the total holding by each FPI or an investor group shall be below 10% of the total paid-up Equity Share capital of our Company. With effect from the April 1, 2020, the aggregate limit by FPIs shall be the sectoral caps applicable to the Indian company as prescribed in the FEMA Rules with respect to its paid-up equity capital on a fully diluted basis. While the aggregate limit as provided above could have been decreased by the concerned Indian companies to a lower threshold limit of 24% or 49% or 74% as deemed fit, with the approval of its board of directors and its shareholders through a resolution and a special resolution, respectively before March 31, 2020, our Company has not decreased such limit and accordingly the applicable limit with respect to our Company is 100%. In terms of the FEMA Rules, for calculating the aggregate holding of FPIs in a company, holding of all registered FPIs shall be included.

In case of Bids made by FPIs, a certified copy of the certificate of registration issued under the SEBI FPI Regulations is required to be attached to the Bid cum Application Form, failing which our Company reserves the right to reject any Bid without assigning any reason. FPIs who wish to participate in the Offer are advised to use the Bid cum Application Form for Non-Residents (Blue in colour).

A FPI may purchase or sell equity shares of an Indian company which is listed or to be listed on a recognised stock exchange in India, and/or may purchase or sell securities other than equity instruments

The FEMA Rules were enacted on October 17, 2019 in supersession of the Foreign Exchange Management (Transfer or Issue of Security by a Person Resident Outside India) Regulations, 2017, except for things done or omitted to be done before such supersession.

FPIs are permitted to participate in the Offer subject to compliance with conditions and restrictions which may be specified by the Government from time to time.

In case the total holding of an FPI increases beyond 10% of the total paid-up Equity Share capital, on a fully diluted basis or 10% or more of the paid-up value of any series of debentures or preference shares or share warrants issued that may be issued by our Company, the total investment made by the FPI will be re-classified as FDI subject to the conditions as specified by SEBI and the RBI in this regard and our Company and the investor will be required to comply with applicable reporting requirements.

To ensure compliance with the above requirement, SEBI, pursuant to its circular dated July 13, 2018, has directed that at the time of finalisation of the Basis of Allotment, the Registrar to the Offer shall (i) use the PAN issued by the Income Tax Department of India for checking compliance for a single FPI, and (ii) obtain validation from Depositories for the FPIs who have invested in the Offer to ensure there is no breach of the investment limit, within the timelines for issue procedure, as prescribed by SEBI from time to time.

Subject to compliance with all applicable Indian laws, rules, regulations, guidelines and approvals in terms of Regulation 21 of the SEBI FPI Regulations, an FPI, may issue, subscribe to or otherwise deal in offshore derivative instruments (as defined under the SEBI FPI Regulations as any instrument, by whatever name called, which is issued overseas by FPI against securities held by it in India, as its underlying) directly or indirectly, only in the event (i) such offshore derivative instruments are issued only by persons registered as Category I FPIs, (ii) such offshore derivative instruments are issued only to persons eligible for registration as Category I FPIs, (iii) such offshore derivative instruments are issued after compliance with "know your client" norms, and (iv) such other conditions as may be specified by SEBI from time to time.

An FPI issuing offshore derivate instruments is also required to ensure that any transfer of offshore derivative instrument is made by, or on behalf of it subject to, among others, the following conditions:

(a) each offshore derivative instruments are transferred to persons subject to fulfilment of SEBI FPI Regulations; and

(b) prior consent of the FPI is obtained for such transfer, except when the persons to whom the offshore derivative instruments are to be transferred to are pre-approved by the FPI.

Further, Bids by following FPIs, submitted with the same PAN but with different beneficiary account numbers, Client IDs and DP IDs may not be regarded as multiple Bids:

- FPIs which utilise the multi-investment manager ("**MIM**") structure
- Offshore derivative instruments ("**ODI**") which have obtained separate FPI registration for ODI and proprietary derivative investments.
- Sub funds or separate class of investors with segregated portfolio who obtain separate FPI registration.
- FPI registrations granted at investment strategy level/sub fund level where a collective investment scheme or fund has multiple investment strategies/sub-funds with identifiable differences and managed by a single investment manager.
- Multiple branches in different jurisdictions of foreign bank registered as FPIs.
- Government and Government related investors registered as Category I FPIs.
- Entities registered as collective investment scheme having multiple share classes.

The Bids belonging to the aforesaid seven structures and having same PAN may be collated and identified as a single Bid in the Bidding process. The shares allotted in the Bid may be proportionately distributed to the applicant FPIs (with same PAN). In order to ensure valid Bids, FPIs making multiple Bids using the same PAN, and with different beneficiary account numbers, Client IDs and DP IDs, are required to provide a confirmation along with each of their Bid cum Application Forms that the relevant FPIs making multiple Bids utilise any of the above-mentioned structures and indicate the name of their respective investment managers in such confirmation. In the absence of such confirmation from the relevant FPIs, such multiple Bids shall be rejected.

The FPIs who wish to participate in the Offer are advised to use the Bid cum Application Form for non-residents.

Bids by SEBI registered AIFs, VCFs and FVCIs

The SEBI AIF Regulations prescribe, among others, the investment restrictions on AIFs. Post the repeal of the SEBI VCF Regulations, the VCFs which have not re-registered as an AIF under the SEBI AIF Regulations shall continue to be regulated by the SEBI VCF Regulations until the existing fund or scheme managed by the fund is wound up and such fund shall not launch any new scheme after the notification of the SEBI AIF Regulations. The SEBI FVCI Regulations prescribe the investment restrictions on FVCIs.

Category I AIFs and Category II AIFs cannot invest more than 25% of the investible funds in one investee company. A category III AIF cannot invest more than 10% of the investible funds in one investee company. A VCF registered as a Category I AIF, as defined in the SEBI AIF Regulations, cannot invest more than one-third of its investible funds by way of subscription to an initial public offering of a venture capital undertaking.

The holding in any company by any individual VCF or FVCI registered with SEBI should not exceed 25% of the corpus of the VCF or FVCI. Further, VCFs and FVCIs can invest only up to 33.33% of the investible funds in various prescribed instruments, including in initial public offerings.

Further, the shareholding of VCFs, category I AIFs or category II AIFs and FVCIs holding equity shares of a company prior to an initial public offering being undertaken by such company, shall be exempt from lock-in requirements, Provided that such equity shares shall be locked in for a period of at least one year from the date of purchase by the VCF or AIF or FVCI.

There is no reservation for Eligible NRI, AIFs, FPIs and FVCIs. All such Bidders will be treated on the same basis with other categories for the purpose of allocation. Participation of VCFs, AIFs or FVCIs in the Offer shall be subject to the FEMA Rules.

All non-resident investors should note that refunds (in case of Anchor Investors), dividends and other distributions, if any, will be payable in Indian Rupees only and net of bank charges and commission.

Our Company, the Promoter Selling Shareholder or the Book Running Lead Managers will not be responsible for loss, if any, incurred by the Bidder on account of conversion of foreign currency.

Bids by limited liability partnerships

In case of Bids made by limited liability partnerships registered under the Limited Liability Partnership Act, 2008, a certified copy of certificate of registration issued under the Limited Liability Partnership Act, 2008, must be attached to the Bid cum Application Form. Failing this, our Company and the Promoter Selling Shareholder, in consultation with the Book Running Lead Managers, reserves the right to reject any Bid without assigning any reason thereof.

Bids by banking companies

In case of Bids made by banking companies registered with RBI, certified copies of: (i) the certificate of registration issued by RBI, and (ii) the approval of such banking company's investment committee are required to be attached to the Bid cum Application Form, failing which our Company and the Promoter Selling Shareholder, in consultation with the Book Running Lead Managers, reserves the right to reject any Bid without assigning any reason.

The investment limit for banking companies in non-financial services companies as per the Banking Regulation Act, 1949, as amended, ("**Banking Regulation Act**"), and the Master Directions - Reserve Bank of India (Financial Services provided by Banks) Directions, 2016, as amended, is 10% of the paid-up share capital of the investee company, not being its subsidiary engaged in non-financial services, or 10% of the banking company's paid-up share capital and reserves, whichever is lower.

However, a banking company would be permitted to invest in excess of 10% but not exceeding 30% of the paid-up share capital of such investee company if (i) the investee company is engaged in non-financial activities permitted for banking companies in terms of Section 6(1) of the Banking Regulation Act, (ii) the additional acquisition is through restructuring of debt, or to protect the banking company's interest on loans/investments made to a company, (iii) hold along with its subsidiaries, associates or joint ventures or entities directly or indirectly controlled by the bank, and mutual funds managed by asset management companies controlled by the bank, more than 20% of the investee company's paid up share capital engaged in non-financial services. However, this cap doesn't apply to the cases mentioned in (i) and (ii) above.

Further, the aggregate investment by a banking company in all its subsidiaries and other entities engaged in financial services and non-financial services, including overseas investments, cannot exceed 20% of the banking company's paid up share capital and reserves.

The banking company is required to submit a time-bound action plan for disposal of such shares within a specified period to RBI. A banking company would require a prior approval of RBI to make investment in a non-financial services company in excess of 10% of such investee company's paid-up share capital as stated in para (i) above.

Bids by SCSBs

SCSBs participating in the Offer are required to comply with the terms of the circulars dated September 13, 2012 and January 2, 2013 issued by SEBI. Such SCSBs are required to ensure that for making applications on their own account using ASBA, they should have a separate account in their own name with any other SEBI registered SCSBs. Further, such account shall be used solely for the purpose of making application in public issues and clear demarcated funds should be available in such account for such Bids.

Bids by insurance companies

In case of Bids made by insurance companies registered with the IRDA, a certified copy of certificate of registration issued by IRDA must be attached to the Bid cum Application Form. Failing this, our Company reserves the right to reject any Bid without assigning any reason thereof. The exposure norms for insurers are prescribed under Regulation 9 of the Insurance Regulatory and Development Authority of India (Investment) Regulations, 2016 ("**IRDA Investment Regulations**"), and are based on investments in the equity shares of a company, the entire group of the investee company and the industry sector in which the investee company operates. Bidders are advised to refer to the IRDA Investment Regulations for specific investment limits applicable to them.

Bids by NBFC-SI

In case of Bids made by NBFC-SI, a certified copy of the certificate of registration issued by RBI, a certified copy of its last audited financial statements on a standalone basis and a net worth certificate from its statutory auditor(s),

must be attached to the Bid cum Application Form. Failing this, our Company reserves the right to reject any Bid, without assigning any reason thereof. NBFC-SI participating in the Offer shall comply with all applicable regulations, guidelines and circulars issued by RBI from time to time.

The investment limit for Systemically Important NBFCs shall be as prescribed by RBI from time to time.

In accordance with existing regulations issued by RBI, OCBs cannot participate in this Offer.

Bids under power of attorney

In case of Bids made pursuant to a power of attorney by limited companies, corporate bodies, registered societies, eligible FPIs, AIFs, Mutual Funds, insurance companies, NBFC-SI, insurance funds set up by the army, navy or air force of the India, insurance funds set up by the Department of Posts, India or the National Investment Fund and provident funds with a minimum corpus of ₹ 250 million (subject to applicable laws) and pension funds with a minimum corpus of ₹ 250 million, a certified copy of the power of attorney or the relevant resolution or authority, as the case may be, along with a certified copy of the memorandum of association and articles of association and/or bye laws must be lodged along with the Bid cum Application Form. Failing this, our Company reserves the right to accept or reject any Bid in whole or in part, in either case, without assigning any reason thereof.

Our Company and the Promoter Selling Shareholder, in consultation with the Book Running Lead Managers, in their absolute discretion, reserve the right to relax the above condition of simultaneous lodging of the power of attorney along with the Bid cum Application Form, subject to such terms and conditions that our Company and the Promoter Selling Shareholder, in consultation with the Book Running Lead Managers, may deem fit.

Bids by Anchor Investors

In accordance with the SEBI ICDR Regulations, in addition to details and conditions mentioned in this section the key terms for participation by Anchor Investors are provided below. Anchor Investor Application Forms will be made available for the Anchor Investor Portion at the offices of the BRLMs.

Except for Mutual Funds, AIFs or FPIs (other than individuals, corporate bodies and family offices) sponsored by entities which are associates of the Book Running Lead Managers or insurance companies promoted by entities which are associates of the Book Running Lead Managers, no Book Running Lead Manager or its respective associates can apply in the Offer under the Anchor Investor Portion.

Further, an Anchor Investor shall be deemed to be an "associate of the Book Running Lead Manager" if: (i) either of them controls, directly or indirectly through its subsidiary or holding company, not less than 15% of the voting rights in the other, or (ii) either of them, directly or indirectly, by itself or in combination with other persons, exercises control over the other, or (iii) there is a common director, excluding nominee director, among the Anchor Investors and the Book Running Lead Managers.

The Bid must be for a minimum of such number of Equity Shares so that the Bid Amount exceeds ₹ 100.00 million. A Bid cannot be submitted for over 60% of the QIB Category. In case of a Mutual Fund, separate Bids by individual schemes of a Mutual Fund will be aggregated to determine the minimum application size of ₹ 100.00 million.

One-third of the Anchor Investor Portion will be reserved for allocation to domestic Mutual Funds.

Bidding for Anchor Investors will open one Working Day before the Bid/ Offer Opening Date and will be completed on the same day.

Our Company and the Promoter Selling Shareholder, in consultation with the BRLMs may finalise allocation to the Anchor Investors on a discretionary basis, provided that the minimum number of Allottees in the Anchor Investor Portion will not be less than:

- maximum of two Anchor Investors, where allocation under the Anchor Investor Portion is up to ₹ 100.00 million;
- minimum of two and maximum of 15 Anchor Investors, where the allocation under the Anchor Investor Portion is more than ₹ 100.00 million but up to ₹ 2,500.00 million, subject to a minimum Allotment of ₹ 50.00 million per Anchor Investor; and

- in case of allocation above ₹ 2,500.00 million under the Anchor Investor Portion, a minimum of five such investors and a maximum of 15 Anchor Investors for allocation up to ₹ 2,500.00 million, and an additional 10 Anchor Investors for every additional ₹ 2,500.00 million, subject to minimum Allotment of ₹ 50.00 million per Anchor Investor.

Allocation to Anchor Investors will be completed on the Anchor Investor Bid/Offer Period. The number of Equity Shares allocated to Anchor Investors and the price at which the allocation is made, will be made available in the public domain by the BRLMs before the Bid/Offer Opening Date, through intimation to the Stock Exchanges.

Anchor Investors cannot withdraw or lower the size of their Bids at any stage after submission of the Bid.

If the Offer Price is greater than the Anchor Investor Allocation Price, the additional amount being the difference between the Offer Price and the Anchor Investor Offer Price will be payable by the Anchor Investors on the Anchor Investor pay-in date specified in the CAN. If the Offer Price is lower than the Anchor Investor Offer Price, Allotment to successful Anchor Investors will be at the higher price.

Equity Shares Allotted in the Anchor Investor Portion will be locked in for a period of 30 days from the date of Allotment.

Bids made by QIBs under both the Anchor Investor Portion and the QIB Category will not be considered multiple Bids.

Bids by provident funds/pension funds

In case of Bids made by provident funds/pension funds, subject to applicable laws, with minimum corpus of ₹ 250 million, a certified copy of certificate from a chartered accountant certifying the corpus of the provident fund/pension fund must be attached to the Bid cum Application Form. Failing this, our Company reserves the right to reject any Bid, without assigning any reason therefor.

The above information is given for the benefit of the Bidders. Our Company, the Promoter Selling Shareholder and the Book Running Lead Managers are not liable for any amendments or modification or changes in applicable laws or regulations, which may occur after the date of this Red Herring Prospectus, when filed. Bidders are advised to make their independent investigations and ensure that any single Bid from them does not exceed the applicable investment limits or maximum number of the Equity Shares that can be held by them under applicable laws or regulation and as specified in this Red Herring Prospectus, when filed.

Information for Bidders

The relevant Designated Intermediary will enter a maximum of three Bids at different price levels opted in the Bid cum Application Form and such options are not considered as multiple Bids. It is the Bidder's responsibility to obtain the acknowledgment slip from the relevant Designated Intermediary. The registration of the Bid by the Designated Intermediary does not guarantee that the Equity Shares shall be allocated/Allotted. Such acknowledgement slip will be non-negotiable and by itself will not create any obligation of any kind. When a Bidder revises his or her Bid, he /she shall surrender the earlier acknowledgement slip and may request for a revised acknowledgment slip from the relevant Designated Intermediary as proof of his or her having revised the previous Bid.

In relation to electronic registration of Bids, the permission given by the Stock Exchanges to use their network and software of the electronic bidding system should not in any way be deemed or construed to mean that the compliance with various statutory and other requirements by our Company, the Promoter Selling Shareholder and/or the Book Running Lead Managers are cleared or approved by the Stock Exchanges, nor does it in any manner warrant, certify or endorse the correctness or completeness of compliance with the statutory and other requirements, nor does it take any responsibility for the financial or other soundness of our Company, the management or any scheme or project of our Company, nor does it in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this Red Herring Prospectus, nor does it warrant that the Equity Shares will be listed or will continue to be listed on the Stock Exchanges.

General instructions

Please note that QIBs and Non-Institutional Investors are not permitted to withdraw their Bid(s) or lower the size of their Bid(s) (in terms of quantity of Equity Shares or the Bid Amount) at any stage. Retail Individual Investors

can revise their Bid(s) during the Bid/Offer Period and withdraw their Bid(s) until Bid/Offer Closing Date. Anchor Investors are not allowed to withdraw or lower the size of their Bids after the Anchor Investor Bidding Date.

Do's:

1. Check if you are eligible to apply as per the terms of this Red Herring Prospectus and under applicable law, rules, regulations, guidelines and approvals;

2. Ensure that you have Bid within the Price Band;

3. Ensure that you (other than the Anchor Investors) have mentioned the correct ASBA Account number (for all Bidders other than Retail Individual Investors Bidding using the UPI Mechanism) in the Bid cum Application Form and such ASBA account belongs to you and no one else. Further, Retail Individual Investors using the UPI Mechanism must also mention their UPI ID and shall use only his/her own bank account which is linked to his/her UPI ID;

4. Retail Individual Investors Bidding using the UPI Mechanism shall ensure that the bank, with which they have their bank account, where the funds equivalent to the application amount are available for blocking is UPI 2.0 certified by NPCI before submitting the ASBA Form to any of the Designated Intermediaries;

5. Retail Individual Investors Bidding using the UPI Mechanism through the SCSBs and mobile applications shall ensure that the name of the bank appears in the list of SCSBs which are live on UPI, as displayed on SEBI website. Retail Individual Investors shall ensure that the name of the app and the UPI handle which is used for making the application appears on the list displayed on SEBI website. An application made using incorrect UPI handle or using a bank account of an SCSB or bank which is not mentioned on SEBI website is liable to be rejected;

6. Read all the instructions carefully and complete the Bid cum Application Form in the prescribed form;

7. Ensure that the details about the PAN, DP ID, Client ID and UPI ID (where applicable) are correct and the Bidders depository account is active, as Allotment of the Equity Shares will be in dematerialised form only;

8. Ensure that your Bid cum Application Form bearing the stamp of a Designated Intermediary is submitted to the Designated Intermediary at the Bidding Centre within the prescribed time. Retail Individual Investors using UPI Mechanism, may submit their ASBA Forms with Syndicate Members, Registered Brokers, CRTAs or CDPs and should ensure that the Bid cum Application Form contains the stamp of such Designated Intermediary;

9. In case of joint Bids, ensure that First Bidder is the ASBA Account holder (or the UPI-linked bank account holder, as the case may be) and the signature of the First Bidder is included in the Bid cum Application Form;

10. Bidders (except Retail individual Investors Bidding using the UPI Mechanism) should ensure that they have an account with an SCSB and have mentioned the correct bank account number of that SCSB in the Bid cum Application Form. Retail Individual Investors Bidding using the UPI Mechanism should ensure that they have mentioned the correct UPI-linked bank account number and their correct UPI ID in the Bid cum Application Form;

11. All Bidders (other than Anchor Investors) should submit their Bids through the ASBA process only;

12. Ensure that the name(s) given in the Bid cum Application Form is/are exactly the same as the name(s) in which the beneficiary account is held with the Depository Participant. In case of joint Bids, the Bid cum Application Form should contain only the name of the First Bidder whose name should also appear as the first holder of the beneficiary account held in joint names;

13. Ensure that you request for and receive a stamped acknowledgment in the form of a counterfoil or by specifying the application number for all your Bid options as proof of registration of the Bid cum Application Form from the concerned Designated Intermediary;

14. Ensure that you have funds equal to the Bid Amount in the ASBA Account maintained with the SCSB before submitting the Bid cum Application Form under the ASBA process to any of the Designated Intermediaries;

15. Submit revised Bids to the same Designated Intermediary, through whom the original Bid is placed and obtain a revised acknowledgment;

16. Except for Bids (i) on behalf of the Central or State Governments and the officials appointed by the courts, who, in terms of a SEBI circular dated June 30, 2008, may be exempt from specifying their PAN for transacting in the securities market, (ii) Bids by persons resident in the state of Sikkim, who, in terms of a SEBI circular dated July 20, 2006, may be exempted from specifying their PAN for transacting in the securities market, and (iii) any other category of Bidders, including without limitation, multilateral/bilateral institutions, which may be exempted from specifying their PAN for transacting in the securities market, all Bidders should mention their PAN allotted under the IT Act. The exemption for the Central or the State Government and officials appointed by the courts and for investors residing in the State of Sikkim is subject to (a) the Demographic Details received from the respective depositories confirming the exemption granted to the beneficiary owner by a suitable description in the PAN field and the beneficiary account remaining in "active status"; and (b) in the case of residents of Sikkim, the address as per the Demographic Details evidencing the same. All other applications in which PAN is not mentioned will be rejected;

17. Ensure that the Demographic Details are updated, true and correct in all respects;

18. Ensure that thumb impressions and signatures other than in the languages specified in the Eighth Schedule to the Constitution of India are attested by a Magistrate or a Notary Public or a Special Executive Magistrate under official seal;

19. Ensure that the category and the investor status is indicated in the Bid cum Application Form to ensure proper upload of your Bid in the electronic Bidding system of the Stock Exchanges;

20. Ensure that in case of Bids under power of attorney or by limited companies, corporates, trust etc., relevant documents, including a copy of the power of attorney, are submitted;

21. Ensure that Bids submitted by any person outside India should be in compliance with applicable foreign and Indian laws;

22. Bidders (except Retail Individual Investors Bidding using the UPI Mechanism) should instruct their respective banks to release the funds blocked in the ASBA Account under the ASBA process. Retail Individual Investors Bidding using the UPI Mechanism, should ensure that they approve the UPI Mandate Request generated by the Sponsor Bank to authorise blocking of funds equivalent to application amount and subsequent debit of funds in case of Allotment, in a timely manner;

23. Note that in case the DP ID, Client ID and the PAN mentioned in their Bid cum Application Form and entered into the online IPO system of the Stock Exchanges by the relevant Designated Intermediary, as the case may be, do not match with the DP ID, Client ID and PAN available in the Depository database, then such Bids are liable to be rejected;

24. Ensure that while Bidding through a Designated Intermediary, the Bid cum Application Form (other than for Anchor Investors and Retail Individual Investors) is submitted to a Designated Intermediary in a Bidding Centre and that the SCSB where the ASBA Account, as specified in the ASBA Form, is maintained has named at least one branch at that location for the Designated Intermediary to deposit ASBA Forms (a list of such branches is available on the website of SEBI at www.sebi.gov.in);

25. Ensure that you have correctly signed the authorisation/undertaking box in the Bid cum Application Form, or have otherwise provided an authorisation to the SCSB via the electronic mode, for blocking funds in the ASBA Account equivalent to the Bid Amount mentioned in the Bid cum Application Form at the time of submission of the Bid;

26. Retail Individual Investors Bidding using the UPI Mechanism shall ensure that details of the Bid are reviewed and verified by opening the attachment in the UPI Mandate Request and then proceed to authorise the UPI Mandate Request using his/her UPI PIN. Upon the authorisation of the mandate using his/her UPI PIN, the Retail Individual Investor may be deemed to have verified the attachment containing

the application details of the Retail Individual Investor Bidding using the UPI Mechanism in the UPI Mandate Request and have agreed to block the entire Bid Amount and authorised the Sponsor Bank to issue a request to block the Bid Amount mentioned in the Bid Cum Application Form in his/her ASBA Account;

27. Retail Individual Investors Bidding using the UPI Mechanism should mention valid UPI ID of only the Bidder (in case of single account) and of the First Bidder (in case of joint account) in the Bid cum Application Form;

28. Retail Individual Investors Bidding using the UPI Mechanism, who have revised their Bids subsequent to making the initial Bid, should also approve the revised UPI Mandate Request generated by the Sponsor Bank to authorise blocking of funds equivalent to the revised Bid Amount in his/her account and subsequent debit of funds in case of allotment in a timely manner;

29. Bids by Eligible NRIs, HUFs and FPIs other than individuals, corporate bodies and family offices, for a Bid Amount of less than ₹ 200,000 would be considered under the Retail Category for the purposes of allocation and Bids for a Bid Amount exceeding ₹ 200,000 would be considered under the Non-Institutional Category for allocation in the Offer;

30. Ensure that Anchor Investors submit their Bid cum Application Forms only to the Book Running Lead Managers;

31. Ensure that you have accepted the UPI Mandate Request received from the Sponsor Bank prior to 12:00 p.m. of the Working Day immediately after the Bid/ Offer Closing Date; and

32. FPIs making MIM Bids using the same PAN, and different beneficiary account numbers, Client IDs and DP IDs, are required to submit a confirmation that their Bids are under the MIM structure and indicate the name of their investment managers in such confirmation which shall be submitted along with each of their Bid cum Application Forms. In the absence of such confirmation from the relevant FPIs, such MIM Bids shall be rejected.

Don’ts:

1. Do not Bid for lower than the minimum Bid size;

2. Do not Bid/revise Bid Amount to less than the Floor Price or higher than the Cap Price;

3. Do not Bid on another Bid cum Application Form after you have submitted a Bid to a Designated Intermediary;

4. Do not pay the Bid Amount in cash, by money order, cheques or demand drafts or by postal order or by stock invest;

5. Do not send Bid cum Application Forms by post; instead submit the same to the Designated Intermediary only;

6. Anchor Investors should not Bid through the ASBA process;

7. Do not submit the Bid cum Application Forms to any non-SCSB bank or to our Company or at a location other than the Bidding Centres;

8. Do not Bid on a physical Bid cum Application Form that does not have the stamp of the relevant Designated Intermediary;

9. Do not Bid at Cut-off Price (for Bids by QIBs and Non-Institutional Investors);

10. Do not fill up the Bid cum Application Form such that the Equity Shares Bid for exceeds the Offer size and/or investment limit or maximum number of the Equity Shares that can be held under the applicable laws or regulations or maximum amount permissible under the applicable regulations or under the terms of this Red Herring Prospectus;

11. Do not submit your Bid after 3.00 pm on the Bid/Offer Closing Date;

12. If you are a QIB, do not submit your Bid after 3.00 p.m. on the QIB Bid/Offer Closing Date;

13. Do not Bid for a Bid Amount exceeding ₹ 200,000 (for Bids by Retail Individual Investors);

14. Do not submit the General Index Register (GIR) number instead of the PAN;

15. Do not submit incorrect details of the DP ID, Client ID, PAN and UPI ID (where applicable) or provide details for a beneficiary account which is suspended or for which details cannot be verified by the Registrar to the Offer;

16. Do not submit the Bid without ensuring that funds equivalent to the entire Bid Amount are available for blocking in the relevant ASBA Account or in the case of Retail Individual Investors Bidding using the UPI Mechanism, in the UPI-linked bank account where funds for making the Bid are available;

17. Do not withdraw your Bid or lower the size of your Bid (in terms of quantity of the Equity Shares or the Bid Amount) at any stage, if you are a QIB or a Non-Institutional Investor;

18. Do not submit Bids on plain paper or on incomplete or illegible Bid cum Application Forms or on Bid cum Application Forms in a colour prescribed for another category of Bidder;

19. Do not link the UPI ID with a bank account maintained with a bank that is not UPI 2.0 certified by the NPCI in case of Bids submitted by Retail Individual Investors using the UPI Mechanism;

20. Do not submit a Bid in case you are not eligible to acquire Equity Shares under applicable law or your relevant constitutional documents or otherwise;

21. Do not Bid if you are not competent to contract under the Indian Contract Act, 1872 (other than minors having valid depository accounts as per Demographic Details provided by the Depository);

22. Do not submit more than one Bid cum Application Form per ASBA Account. If you are a RII and are using UPI Mechanism, do not submit more than one Bid cum Application Form for each UPI ID;

23. Do not submit a Bid using UPI ID, if you are not a Retail Individual Investor;

24. Do not submit a Bid cum Application Form with third party UPI ID or using a third party bank account (in case of Bids submitted by Retail Individual Investors using the UPI Mechanism);

25. Do not submit ASBA Bids to a Designated Intermediary at a Bidding Centre unless the SCSB where the ASBA Account is maintained, as specified in the Bid cum Application Form, has named at least one branch in the relevant Bidding Centre, for the Designated Intermediary to deposit ASBA Forms (a list of such branches is available on the website of SEBI at www.sebi.gov.in);

26. Do not submit the ASBA Forms to any Designated Intermediary that is not authorised to collect the relevant ASBA Forms or to our Company;

27. Do not Bid for Equity Shares more than what is specified by respective Stock Exchange for each category;

28. Do not submit Bids to a Designated Intermediary at a location other than Specified Locations. If you are RII and are using UPI Mechanism, do not submit the ASBA Form directly with SCSBs;

29. Do not Bid if you are an OCB; and

30. Do not instruct your respective banks to release the funds blocked in the ASBA Account under the ASBA process.

The Bid cum Application Form is liable to be rejected if the above instructions, as applicable, are not complied with.

Further, in case of any pre-Offer or post-Offer related issues regarding share certificates/demat credit/refund orders/unblocking etc., investors shall reach out the Company Secretary and Compliance Officer. For details of the Company Secretary and Compliance Officer, see "***General Information***" on page 81.

Names of entities responsible for finalising the Basis of Allotment in a fair and proper manner

The authorised employees of the Stock Exchanges, along with the Book Running Lead Managers and the Registrar to the Offer, shall ensure that the Basis of Allotment is finalised in a fair and proper manner in accordance with the procedure specified in the SEBI ICDR Regulations.

Method of allotment as may be prescribed by SEBI from time to time

Our Company will not make any allotment in excess of the Equity Shares offered through the Offer through the offer document except in case of oversubscription for the purpose of rounding off to make allotment, in consultation with the Designated Stock Exchange. Further, upon oversubscription, an allotment of not more than 1% of the net offer to public may be made for the purpose of making allotment in minimum lots.

The allotment of Equity Shares to applicants other than to the Retail Individual Investors and Anchor Investors shall be on a proportionate basis within the respective investor categories and the number of securities allotted shall be rounded off to the nearest integer, subject to minimum allotment being equal to the minimum application size as determined and disclosed.

The allotment of Equity Shares to each Retail Individual Investor shall not be less than the minimum Bid Lot, subject to the availability of shares in Retail Individual Investor category, and the remaining available shares, if any, shall be allotted on a proportionate basis.

Payment into Escrow Account for Anchor Investors

Our Company and the Promoter Selling Shareholder, in consultation with the Book Running Lead Managers in their absolute discretion, will decide the list of Anchor Investors to whom the CAN will be sent, pursuant to which the details of the Equity Shares allocated to them in their respective names will be notified to such Anchor Investors. Anchor Investors are not permitted to Bid in the Offer through the ASBA process. Instead, Anchor Investors should transfer the Bid Amount (through direct credit, RTGS or NEFT). The payment instruments for payment into the Escrow Account should be drawn in favour of:

(i) In case of resident Anchor Investors: "Nuvoco Vistas Corporation Limited - IPO ANCHOR ESCROW ACCOUNT- R"

(ii) In case of non-resident Anchor Investors: "Nuvoco Vistas Corporation Limited - IPO ANCHOR ESCROW ACCOUNT- NR"

Anchor Investors should note that the escrow mechanism is not prescribed by SEBI and has been established as an arrangement between our Company, the Promoter Selling Shareholder, the Syndicate, the Bankers to the Offer and the Registrar to the Offer to facilitate collections from Anchor Investors.

Depository Arrangements

The Allotment of the Equity Shares in the Offer shall be only in a dematerialised form, (i.e., not in the form of physical certificates but be fungible and be represented by the statement issued through the electronic mode). In this context, tripartite agreements had been signed among our Company, the respective Depositories and the Registrar to the Offer:

- Agreement dated June 11, 2021 among NSDL, our Company and the Registrar to the Offer.
- Agreement dated June 9, 2021 among CDSL, our Company and Registrar to the Offer.

Pre-Offer advertisement

Subject to Section 30 of the Companies Act, 2013, our Company will, after filing this Red Herring Prospectus with the RoC, publish a pre-Offer advertisement, in the form prescribed by the SEBI ICDR Regulations, in all editions of The Financial Express (a widely circulated English national daily newspaper), all editions of Jansatta (a widely circulated Hindi national daily newspaper) and all editions of Navshakti (a widely circulated Marathi daily newspaper, Marathi being the regional language in Maharashtra where the Registered and Corporate Office is located). Our Company shall, in the pre-Offer advertisement state the Bid/Offer Opening Date, the Bid/Offer Closing Date and the QIB Bid/Offer Closing Date. This advertisement, subject to the provisions of Section 30 of the Companies Act, 2013, shall be in the format prescribed in Part A of Schedule X of the SEBI ICDR Regulations.

The above information is given for the benefit of the Bidders/applicants. Our Company, the Promoter Selling Shareholder and the members of the Syndicate are not liable for any amendments or modification or changes in applicable laws or regulations, which may occur after the date of this Red Herring Prospectus. Bidders/applicants are advised to make their independent investigations and ensure that the number of Equity Shares Bid for do not exceed the prescribed limits under applicable laws or regulations.

Signing of Underwriting Agreement and filing of Prospectus with the RoC

Our Company and the Promoter Selling Shareholder intend to enter into an Underwriting Agreement with the Underwriters on or immediately after the determination of the Offer Price. After signing the Underwriting Agreement, the Company will file the Prospectus with the RoC. The Prospectus would have details of the Offer Price, Anchor Investor Offer Price, Offer size and underwriting arrangements and would be complete in all material respects.

Undertakings by our Company

Our Company undertakes the following:

(i) The complaints received in respect of the Offer shall be attended to by our Company expeditiously and satisfactorily;

(ii) All steps will be taken for completion of the necessary formalities for listing and commencement of trading at all the Stock Exchanges where the Equity Shares are proposed to be listed within such timeline as may be prescribed by SEBI;

(iii) Adequate arrangements shall be made to collect all Bid cum Application Forms;

(iv) If the Allotment is not made within the prescribed time under applicable law, application monies will be refunded/unblocked in the ASBA Accounts within four days from the Bid/Offer Closing Date or such other time as may be specified by SEBI, failing which our Company shall pay interest prescribed under the Companies Act, 2013 and the SEBI ICDR Regulations for the delayed period;

(v) Funds required for making refunds to unsuccessful applicants as per the mode(s) disclosed shall be made available to the Registrar to the Offer by our Company;

(vi) Where refunds (to the extent applicable) are made through electronic transfer of funds, a suitable communication shall be sent to the applicant within four days from the Bid/Offer Closing Date, or such time period as specified by SEBI, giving details of the bank where refunds shall be credited along with amount and expected date of electronic credit of refund;

(vii) No further issue of Equity Shares shall be made until the Equity Shares offered through this Red Herring Prospectus are listed or until the Bid monies are refunded/unblocked in the ASBA Accounts on account of non-listing, under-subscription etc.;

(viii) If our Company and the Promoter Selling Shareholder do not proceed with the Offer after the Bid/Offer Closing Date but prior to Allotment, the reason thereof shall be given as a public notice within two days of the Bid/Offer Closing Date. The public notice shall be issued in the same newspapers where the pre-Offer advertisements are published. The Stock Exchanges on which the Equity Shares are proposed to be listed shall also be informed promptly;

(ix) If our Company and the Promoter Selling Shareholder withdraw the Offer after the Bid/Offer Closing Date, our Company shall be required to file a fresh draft offer document with SEBI, in the event our Company or the Promoter Selling Shareholder subsequently decides to proceed with the Offer;

(x) The Minimum Promoters' Contribution, if any, shall be brought in advance before the Bid/Offer Opening Date and the balance, if any, shall be brought in on a pro rata basis before calls are made on the Allottees, in accordance with the applicable provisions of the SEBI ICDR Regulations;

(xi) The allotment of securities/refund confirmation to Eligible NRIs shall be dispatched within specified time; and

(xii) Our Company shall not have recourse to the Net Proceeds until the final approval for listing and trading of the Equity Shares from all the Stock Exchanges where listing is sought has been received.

Impersonation

Attention of the Bidders is specifically drawn to the provisions of sub-section (1) of Section 38 of the Companies Act, 2013, which is reproduced below:

"***Any person who:***

(a) makes or abets making of an application in a fictitious name to a company for acquiring, or subscribing for, its securities; or

(b) makes or abets making of multiple applications to a company in different names or in different combinations of his name or surname for acquiring or subscribing for its securities; or

(c) otherwise induces directly or indirectly a company to allot, or register any transfer of, securities to him, or to any other person in a fictitious name, shall be liable for action under Section 447."

The liability prescribed under Section 447 of the Companies Act, 2013 includes imprisonment for a term which shall not be less than six months extending up to 10 years (provided that where the fraud involves public interest, such term shall not be less than three years) and fine of an amount not less than the amount involved in the fraud, extending up to three times of such amount

Undertakings by the Promoter Selling Shareholder

The Promoter Selling Shareholder undertakes in respect of itself and the Offered Shares the following:

(i) The Equity Shares offered for sale by it in the Offer are eligible for being offered in the Offer for Sale in terms of Regulation 8 of the SEBI ICDR Regulations;

(ii) It is the legal and beneficial owner of and holds clear and marketable title to the Offered Shares, which are free and clear of any pre-emptive rights, liens, charges, pledges, or transfer restrictions, both present and future, and shall be in dematerialised form, at the time of transfer;

(iii) It is not debarred from accessing the capital markets or debarred from buying, selling or dealing in securities under any order or direction passed by SEBI or any securities market regulator in any other jurisdiction or any authority or court;

(iv) It shall provide such cooperation to our Company in relation to the Equity Shares for sale by it in the Offer for the completion of the necessary formalities for listing and commencement of trading at the Stock Exchanges;

(v) It shall deposit its Equity Shares offered for sale in the Offer in an escrow demat in accordance with the share escrow agreement to be executed between the parties to such share escrow agreement; and

(vi) It shall not have recourse to the proceeds of the Offer until final approvals for trading of the Equity Shares from the Stock Exchanges have been received.

The decisions with respect to the Price Band and revision of the Price Band, the minimum Bid Lot and the Offer Price will be taken by our Company and the Promoter Selling Shareholder, in consultation with the Book Running Lead Managers.

Only the statements and undertakings in relation to the Promoter Selling Shareholder and the Equity Shares offered in the Offer for Sale which are confirmed or undertaken by the Promoter Selling Shareholder in this Red Herring Prospectus, shall be deemed to be "statements and undertakings made or confirmed" by the Promoter Selling Shareholder. No other statement in this Red Herring Prospectus will be deemed to be "made or confirmed" by the Promoter Selling Shareholder, even if such statement relates to the Promoter Selling Shareholder.

Utilisation of Offer Proceeds

The Board certifies that:

(i) all monies received out of the Fresh Issue shall be credited/transferred to a separate bank account other than the bank account referred to in sub-Section (3) of Section 40 of the Companies Act, 2013;

(ii) details of all monies utilised out of the Fresh Issue shall be disclosed, and continue to be disclosed till the time any part of the Fresh Issue proceeds remains unutilised, under an appropriate head in the balance sheet of our Company indicating the purpose for which such monies have been utilised; and

(iii) details of all unutilised monies out of the Fresh Issue, if any shall be disclosed under an appropriate separate head in the balance sheet indicating the form in which such unutilised monies have been invested. Our Company and the Promoter Selling Shareholder specifically confirm and declare that all monies received out of the Offer shall be transferred to a separate bank account other than the bank account referred to in sub-Section 3 of Section 40 of the Companies Act, 2013.

RESTRICTIONS ON FOREIGN OWNERSHIP OF INDIAN SECURITIES

Foreign investment in Indian securities is regulated through the Industrial Policy, 1991 of the Government of India and FEMA. While the Industrial Policy, 1991 prescribes the limits and the conditions subject to which foreign investment can be made in different sectors of the Indian economy, FEMA regulates the precise manner in which such investment may be made. The responsibility of granting approval for foreign investment under the Consolidated FDI Policy and FEMA has been entrusted to the concerned ministries/departments.

The Government of India has from time to time made policy pronouncements on FDI through press notes and press releases. The Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry (formerly Department of Industrial Policy and Promotion), Government of India ("**DPIIT**") issued the Consolidated FDI Policy, which consolidates and supersedes all previous press notes, press releases and clarifications on FDI issued by the DPIIT that were in force and effect prior to October 15, 2020. Up to 100% foreign investment under the automatic route is currently permitted in the sector of "Manufacturing", which includes manufacture of cement and concrete products.

The transfer of shares between an Indian resident and a non-resident does not require the prior approval of RBI, provided that: (i) the activities of the investee company are under the automatic route under the Consolidated FDI Policy and transfer does not attract the provisions of the SEBI Takeover Regulations, (ii) the non-resident shareholding is within the sectoral limits under the Consolidated FDI policy, and (iii) the pricing is in accordance with the guidelines prescribed by the SEBI/RBI.

Further, in accordance with Press Note No. 3 (2020 Series), dated April 17, 2020 issued by the DPIIT and the Foreign Exchange Management (Non-debt Instruments) Amendment Rules, 2020 which came into effect from April 22, 2020, any investment, subscription, purchase or sale of equity instruments by entities of a country which shares land border with India or where the beneficial owner of an investment into India is situated in or is a citizen of any such country ("**Restricted Investors**"), will require prior approval of the Government, as prescribed in the Consolidated FDI Policy and the FEMA Rules. Further, in the event of transfer of ownership of any existing or future FDI in an entity in India, directly or indirectly, resulting in the beneficial ownership falling within the aforesaid restriction/ purview, such subsequent change in the beneficial ownership will also require approval of the Government. Furthermore, on April 22, 2020, the Ministry of Finance, Government of India has also made a similar amendment to the FEMA Rules. Each Bidder should seek independent legal advice about its ability to participate in the Offer. In the event such prior approval of the Government of India is required, and such approval has been obtained, the Bidder shall intimate our Company and the Registrar to the Offer in writing about such approval along with a copy thereof within the Offer Period.

For details of the aggregate limit for investments by NRIs and FPIs in our Company, see "***Offer Procedure - Bids by Eligible NRIs***" and "***Offer Procedure - Bids by FPIs***" on pages 446 and 447.

As per the existing policy of the Government of India, OCBs cannot participate in this Offer.

For further details, see "***Offer Procedure***" on page 441.

The Equity Shares have not been and will not be registered under the U.S. Securities Act or any other applicable law of the United States and, unless so registered, may not be offered or sold within the United States, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws. Accordingly, the Equity Shares are only being offered and sold (i) within the United States only to persons reasonably believed to be "qualified institutional buyers" (as defined in Rule 144A under the U.S. Securities Act and referred to in this Red Herring Prospectus as "U.S. QIBs") in transactions exempt from, or not subject to, the registration requirements of the U.S. Securities Act, and (ii) outside the United States in offshore transactions in compliance with Regulation S under the U.S. Securities Act and the applicable laws of the jurisdiction where those offers and sales occur. For the avoidance of doubt, the term "U.S. QIBs" does not refer to a category of institutional investors defined under applicable Indian regulations and referred to in this Red Herring Prospectus as "QIBs".

The Equity Shares have not been and will not be registered, listed or otherwise qualified in any other jurisdiction outside India and may not be offered or sold, and Bids may not be made by persons in any such jurisdiction, except in compliance with the applicable laws of such jurisdiction.

The above information is given for the benefit of the Bidders. Our Company, the Promoter Selling Shareholder and the Book Running Lead Managers are not liable for any amendments or modification or changes in applicable laws or regulations, which may occur after the date of this Red Herring Prospectus. Bidders are advised to make their independent investigations and ensure that the number of Equity Shares Bid for do not exceed the applicable limits under laws or regulations.

SECTION VIII - MAIN PROVISIONS OF THE ARTICLES OF ASSOCIATION

Capitalised terms used in this section have the meaning that has been given to such terms in the Articles of Association of our Company. Pursuant to Schedule I of the Companies Act and the SEBI ICDR Regulations, the main provisions of the Articles of Association of our Company are detailed below.

ARTICLES OF ASSOCIATION

OF

NUVOCO VISTAS CORPORATION LIMITED[1]

The following regulations comprised in Part I of these Articles of Association were adopted pursuant to member's special resolution passed at the Extra-Ordinary General Meeting of the Company held on April 7, 2021 in substitution for, and to the entire exclusion of, the earlier regulations comprised in Part I of the existing Articles of Association of the Company and accordingly, regulations comprised in Part II of these Articles of Association have been renumbered.

The Articles of Association of the Company comprise two parts, Part I and Part II. Until the listing and commencement of trading of equity shares on a recognized stock exchange pursuant to an initial public offering of the equity shares, provisions of Part I and Part II shall be applicable. However, upon listing and commencement of trading of the equity Shares on the Stock Exchanges pursuant to an initial public offering of the equity shares, Part II shall automatically stand deleted, not have any force and be deemed to be removed from the Articles of Association and the provisions of the Part I shall continue to be in effect and be in force, without any further corporate or other action by the Company or its shareholders.

PART I

Applicability of Table 'F'			
1.	(1)	The regulations contained in Table 'F' in Schedule I to the Companies Act, 2013 shall not apply to the Company, except in so far as the same are repeated, contained or expressly made applicable in these Articles or by the said Act. In case of any conflict between the provisions of these Articles and Table 'F', the provisions of these Articles shall prevail.	Applicability of Table 'F'
	(2)	The regulations for the management of the Company and for the observance by the members thereto and their representatives, shall, subject to any exercise of the statutory powers of the Company with reference to the deletion or alteration of or addition to its regulations by resolution as prescribed or permitted by the Companies Act, 2013, be such as are contained in these Articles.	Company to be governed by these Articles
Interpretation			
2.	(1)	In these Articles -	
		(a) "Act" means the Companies Act, 2013 or any statutory modification or re-enactment thereof for the time being in force and the term shall be deemed to refer to the applicable section thereof which is relatable to the relevant Article in which the said term appears in these Articles and any previous company law, so far as may be applicable.	"The Act"
		(b) "Articles" means these Articles of Association of the Company or as altered from time to time.	"The Articles"
		(c) "Board of Directors" or "Board", means the collective body of the directors of the Company.	"The Board of Directors" or "The Board"
		(d) "Company" means Nuvoco Vistas Corporation Limited.	"The Company"
		(e) "Shareholder(s)" or "Member(s)" means the duly registered holder(s) from time to time of the share(s) of the Company and includes the subscriber(s) to the Memorandum of Association the Company and also every person holding equity share(s) and/or preference share(s) of the Company as also one whose name is entered as the Beneficial Owner in the records of the Depository.	"Shareholder(s)" or "Member(s)"

[1] ***Shareholders special resolution has been passed in EGM held on 8th March, 2017 for approving the change of name of the Company.***

		(f) "Person" includes a partnership firm, trust, a limited liability partnership, an association of person, a corporation, body corporate or an individual as the context may require.	"Person"
		(g) "Rules" means the applicable rules for the time being in force as prescribed under relevant sections of the Act, as modified from time to time.	"The Rules"
		(h) "The Seal" means common seal of the Company.	"The Seal"
	(2)	Words importing the singular number shall include the plural number and words importing the masculine gender shall, where the context admits, include the feminine and neuter gender.	"Number" and "Gender"
	(3)	Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or the Rules, as the case may be.	Expression in the Articles to bear the same meaning as in the Act
Share Capital and variation of rights			
3.		The Authorised Share Capital of the Company shall be as specified in Clause V of the Memorandum of Association of the Company. 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 and with the 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.	Shares under control of Board
4.		Subject to the provisions of the Act and these Articles, the Directors may issue and allot shares in the capital of the Company on payment in full or part payment for any property or assets of any kind whatsoever sold or transferred, goods or machinery supplied or for services rendered to the Company in the conduct of its business and any shares which may be so allotted may be issued as fully paid-up or partly paid-up otherwise than for cash, and if so issued, shall be deemed to be fully paid-up or partly paid-up shares, as the case may be. Provided that option or right to call of shares shall not be given to the person or persons without the sanction of the Company in the General Meeting.	Directors may allot shares otherwise than for cash
5.		The Company may issue the following kinds of shares in accordance with these Articles, the Act, the Rules and other applicable laws: (a) Equity share capital: (i) with voting rights; and/or (ii) with differential rights as to dividend, voting or otherwise in accordance with the Rules; and (b) Preference share capital	Kinds of Share Capital
6.	(1)	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 from the date of receipt by the Company of the application for the registration of transfer or transmission or within such other period as the conditions of issue shall provide - (a) one certificate for all his shares of each class or denomination registered in his name without payment of any charges; or (b) several certificates, each for one or more of his shares, upon payment of such charges as may be fixed by the Board for each certificate after the first. Every certificate shall be under the seal and shall specify the distinctive numbers of shares to which it relates and the amount paid-up thereon and shall be signed as per the provisions of the Act or the Rules.	Issue of certificate
	(2)	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 of shares to one of several joint holders shall be sufficient delivery to all such holders.	One certificate for shares held jointly
7.		Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialize its shares, debentures and other securities in accordance with the provisions of the Depositories Act, 1996, including any amendments / or modification thereto, and to offer its shares, debentures and other securities for subscription in a dematerialized form.	Dematerialization of securities

8.		A person subscribing to or holding securities of the Company shall have the option to receive security certificates or to hold the securities in dematerialized state with a depository. Where a person opts to hold any security with the depository, the Company shall intimate such depository the details of allotment of the security to enable the depository to enter in its records the name of such person as the beneficial owner of that security.	Option to hold securities in dematerialized or physical form
9.		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 and/or affidavit as the Board deems adequate, being given, a new certificate in lieu thereof shall be given to such lost or destroyed certificate. Every certificate under this Article shall be issued without payment of such fees, or on payment of such fees for each certificate in accordance with the law applicable at that time and as the Directors shall prescribe. Provided that no fee shall be charged for issue of new certificates in replacement of those which are old, defaced or worn out or if there is no further space on the back thereof for endorsement of transfer or in case of sub-division or consolidation of Shares. 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 Articles 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.	Issue of new certificate in place of one defaced, lost or destroyed
10.		The provisions of the foregoing Articles relating to issue of certificates shall *mutatis mutandis* apply to issue of certificates for any other securities including debentures (except where the Act otherwise requires) of the Company. Provided that, notwithstanding what is stated hereinabove, the Board shall comply with such rules or regulations or requirements of any stock exchange or the Rules made under the Act or the Securities Contracts (Regulation) Act, 1956 or any other Act or Rules applicable in this behalf.	Provisions as to issue of certificates to apply *mutatis mutandis* to debentures, etc.
11.	(1)	The Company may exercise the powers of paying commissions conferred by the Act, to any person in connection with the subscription to its securities, 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 the Act and the Rules.	Power to pay commission in connection with securities issued
	(2)	The rate or amount of the commission shall not exceed the rate or amount prescribed in the Rules.	Rate of commission in accordance with Rules
	(3)	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.	Mode of payment of commission
12.	(1)	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 the Act, and whether or not the Company is being wound up, be varied with the consent in writing of such number of the holders of the issued shares of that class, or with the sanction of a resolution passed at a separate meeting of the holders of the shares of that class, as prescribed by the Act.	Variation of members' rights
	(2)	To every such separate meeting, the provisions of these Articles relating to general meetings shall *mutatis mutandis* apply.	Provisions as to general meetings to apply *mutatis mutandis* to each meeting
13.		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	Issue of further shares not to affect rights of existing members

		be varied by the creation or issue of further shares ranking *pari passu* therewith.	
14.		Subject to the provisions of the Act, the Board shall have the power to issue or re-issue preference shares of one or more classes which are liable to be redeemed, or converted to equity shares, on such terms and conditions and in such manner as determined by the Board in accordance with the Act.	Power to issue redeemable preference shares
15.	(1)	Subject to the provisions of the Act, the Board or the Company as the case may be, may, in accordance with the Act and the Rules, offer such further shares to - (a) persons who, at the date of the offer, are holders of equity shares of the Company, in proportion, as near as circumstances admit, to the capital paid up on those shares by sending a notice subject to the following conditions: (i) such offer shall be made by a notice specifying the number of shares offered and limiting a time not being less than seven days and not exceeding thirty 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 them in favour of any other person, within the validity of the offer period and the notice referred to in sub-clause (ii) hereof shall contain a statement of this right; PROVIDED THAT the Directors may decline, without assigning any reason to allot any shares to any person in whose favour any member may renounce the shares offered to him. (iii) after expiry of the time specified in the aforesaid notice, 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 off them in such manner which is not dis-advantageous to the shareholders and the Company. (b) employees under any scheme of employees' stock option; or (c) any persons, whether or not those persons include the persons referred to in clause (a) or clause (b) above. Notwithstanding anything contained in sub-clause (1) thereof, the further shares aforesaid may be offered to any persons (whether or not those persons include the persons referred to above) in any manner whatsoever - (a) if a special resolution to that effect is passed by the Company in a General Meeting; or (b) where no such special resolution is passed, if the votes cast (whether on a show of hands or on a poll as the case may be) in favour of the proposal contained in the resolution moved in the General Meeting (including the casting vote, if any, of the Chairman) by the Members, who being entitled to do so, vote in person, or where proxies are allowed, by proxy, exceed the votes, if any, cast against the proposal by the Members, so entitled and voting and the Central Government is satisfied, on an application made by the Board of Directors in this behalf that the proposal is most beneficial to the Company. Nothing in sub-clause (c) of (1) hereof shall be deemed: (a) to extend the time within which the offer should be accepted; or (b) to authorize any person to exercise the right of renunciation for a second time on the ground that the person in whose favour the renunciation was first made has declined to take the shares comprised in the renunciation. Nothing in this Article shall apply to the increase of the subscribed capital of the Company caused by the exercise of an option attached to the debenture issued or loans raised by the Company: (i) to convert such debentures or loans into shares in the Company; or	Further issue of share capital

		(ii) to subscribe for shares in the Company (whether such option is conferred in these Articles or otherwise) PROVIDED THAT the terms of the issue of such debentures or the terms of such loans include a term providing for such option and such term: (a) either has been approved by the Central Government before the issue of the debentures or the raising of the loans or is in conformity with Rules, if any, made by the Government in this behalf; and (b) in the case of debentures or loans or other than debentures issued to or loans obtained from Government or any institution specified by the Central Government in this behalf, has also been approved by a special resolution passed by the Company in General Meeting before the issue of the debentures or raising the loans.	
	(2)	A further issue of shares may be made in any manner whatsoever as the Board may determine including by way of Rights Issue, Bonus Issue, preferential offer or private placement, subject to and in accordance with the Act and the Rules.	Mode of further issue of shares
	(3)	Any debentures, debenture-stock or other securities may be issued at a discount, premium or otherwise, if permissible under the Act and may be issued on the condition that they shall be convertible into shares of any denomination and with any special 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 be issued only with the consent of the Company in the General Meeting by a Special Resolution.	Terms of issue of debentures
Lien			
16.	(1)	The Company shall have a first and paramount lien - (a) on all shares/debentures (other than fully paid shares/debentures) standing registered in the name of a member, and (b) on every share/debenture (other than fully paid shares/debentures), upon the proceeds of sale thereof for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of such shares/debentures and no equitable interest in any share shall be created except upon the footing and condition that this Article will have full effect. Provided that the Board may at any time declare any share to be wholly or in part exempt from the provisions of this clause. Fully paid shares shall be free from all lien and that in the case of partly paid shares the Company's lien shall be restricted to moneys called or payable at a fixed time in respect of such shares.	Company's lien on shares and debentures
	(2)	The Company's lien, if any, on a share shall extend to all dividends or interest, as the case may be, payable and bonuses declared from time to time in respect of such shares/debentures for any money owing to the Company.	Lien to extend to dividends, etc.
	(3)	Unless otherwise agreed by the Board, the registration of transfer of shares shall operate as a waiver of the Company's lien, if any, on such shares.	Waiver of lien in case of registration
17.		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 to the person entitled thereto by reason of his death or insolvency or otherwise.	As to enforcing lien by sale
18.	(1)	To give effect to any such sale, the Board may authorise some Person to transfer the shares sold to the purchaser thereof.	Validity of sale
	(2)	The purchaser shall be registered as the holder of the shares comprised in any such transfer.	Purchaser to be registered holder

	(3)	The receipt of the Company for the consideration (if any) given for the share on the sale thereof shall (subject, if necessary, to the execution of an instrument of transfer or a transfer by relevant system, as the case may be) constitute a good title to the share and the purchaser shall be registered as the holder of the share.	Validity of Company's receipt
	(4)	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 with reference to the sale.	Purchaser not affected
19.	(1)	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.	Application of proceeds of sale
	(2)	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.	Payment of residual money
20.		In exercising its lien, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not (except as ordered by a court of competent jurisdiction or unless required by any statute) be bound to recognize any equitable or other claim to, or interest in, such share on the part of any other person, whether as a creditor of the registered holder or otherwise. The Company's lien shall prevail notwithstanding that it has received notice of any such claim.	Outsider's lien not to affect Company's lien
21.		The provisions of these Articles relating to lien shall *mutatis mutandis* apply to any other securities including debentures of the Company.	Provision as to lien to apply *mutatis mutandis* to debentures, etc.
		Calls on shares	
22.	(1)	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.	Board may make calls
	(2)	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.	Notice of call
	(3)	The Board may, from time to time, at its discretion, extend the time fixed for the payment of any call in respect of one or more members as the Board may deem appropriate in any circumstances.	Board may extend time for payment
	(4)	A call may be revoked or postponed at the discretion of the Board.	Revocation or postponement of call
23.		A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be required to be paid by installments.	Call to take effect from the date of resolution
24.		The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.	Liability of joint holders of shares
25.	(1)	If a sum called in respect of a share is not paid before or on the day appointed for payment thereof (the "due date"), the person from whom the sum is due shall pay interest thereon from the due date to the time of actual payment at such rate as may be fixed by the Board.	When interest on call or installment payable
	(2)	The Board shall be at liberty to waive payment of any such interest wholly or in part.	Board may waive interest
26.	(1)	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 Articles, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.	Sums deemed to be calls
	(2)	In case of non-payment of such sum, all the relevant provisions of these Articles 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.	Effect of non-payment of sums
27.		The Board - (a) may, if it thinks fit, agree to receive and 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 as the Member paying such sum in advance	Payment in anticipation of call may carry interest

		and the Directors agree upon. Nothing contained in this clause shall confer on the member (a) any right to participate in profits or dividends or (b) any voting rights in respect of moneys so paid by him until the same would, but for such payment, become presently payable by him.	
28.		If by the conditions of allotment of any shares, the whole or part of the amount of issue price thereof shall be payable by installments, then every such installment shall, when due, be paid to the Company by the person who, for the time being and from time to time, is or shall be the registered holder of the share or the legal representative of a deceased registered holder.	Installments on shares to be duly paid
29.		All calls shall be made on a uniform basis on all shares falling under the same class. *Explanation:* Shares of the same nominal value on which different amounts have been paid-up shall not be deemed to fall under the same class.	Calls on shares of same class to be on uniform basis
30.		Neither a judgment nor a decree in favour of the Company for calls or other moneys due in respect of any shares nor any part payment or satisfaction thereof nor the receipt by the Company of a portion of any money which shall from time to time be due from any member in respect of any shares either by way of principal or interest nor any indulgence granted by the Company in respect of payment of any such money shall preclude the forfeiture of such shares as herein provided.	Partial payment not to preclude forfeiture
31.		The provisions of these Articles relating to calls shall *mutatis mutandis* apply to any other securities including debentures of the Company.	Provision as to calls to apply *mutatis mutandis* to debentures, etc.
		Transfer of shares	
32.	(1)	The instrument of transfer of any share in the company shall be executed by or on behalf of both the transferor and transferee. A common form of transfer as prescribed under the Act shall be used in respect of any transfer of shares. The instrument of transfer shall be in writing and all the provisions of section 56 of the Act and the Companies (Share Capital and Debentures) Rules 2014 shall be duly complied with in respect of all transfers of Shares and the registration thereof. No fee shall be charged for registration of transfer or transmission, probate, succession certificate and letters of administration, certificate of death or marriage, power of attorney or similar other documents.	Instrument of transfer to be executed by transferor and transferee
	(2)	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.	
33.		The Board may, subject to the right of appeal conferred by the Act, at their own absolute and unconditional discretion and by giving reasons, decline to register or acknowledge- (a) the transfer of a share, whether fully paid share or not, to a person of whom they do not approve; or (b) any transfer of shares on which the company has a lien. Such right to refusal shall not be affected by the circumstances that the proposed transferee is already a member of the Company but in such cases, the Directors shall within one month from the date on which the instrument of transfer was lodged with the Company, send to the transferee and transferor notice of the refusal to register such transfer provided that registration of transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever except when the Company has a lien on shares. Transfer of shares/debentures in whatever lot shall not be refused.	Board may refuse to register transfer
34.		In case of shares held in physical form, the Board may decline to recognize any instrument of transfer unless - (a) the instrument of transfer is duly executed and is in the form as prescribed in the Rules made under the Act; (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.	Board may decline to recognize instrument of transfer

35.	(1)	On giving of previous notice of at least seven days or such lesser period in accordance with the Act 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.	Transfer of shares when suspended
	(2)	No transfer shall be made to a person of unsound mind. However, transfer of fully paid-up shares can be made in the name of a minor if he is represented by his lawful guardian.	No transfer to infant, etc.
	(3)	The Company may, after giving previous notice of not less than seven days or such lesser period as may be specified by Securities and Exchange Board of India close the Register of Members or the Register of Debenture-holders or Register of Security holders for period not exceeding in the aggregate forty-five days in each year, but not exceeding thirty days at any one time in such manner as prescribed in the Rules.	Power to close Register of Members or Debenture holders
36.		The provisions of these Articles relating to transfer of shares shall *mutatis mutandis* apply to any other securities including debentures of the Company.	Provision as to transfer of shares to apply *mutatis mutandis* to debentures, etc.
Transmission of Shares			
37.	(1)	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.	Title to shares on death of a member
	(2)	Nothing in clause (1) 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.	Estate of deceased member liable
38.	(1)	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.	Transmission Clause
	(2)	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.	Board's right unaffected
	(3)	The Company shall be fully indemnified by such person from all liability, if any, by actions taken by the Board to give effect to such registration or transfer.	Indemnity to the Company
39.	(1)	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.	Right to election of holder of share
	(2)	If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.	Manner of testifying election
	(3)	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.	Limitations applicable to notice
40.	(1)	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.	Claimant to be entitled to same advantage
	(2)	Notwithstanding anything contained in these Articles, every holder(s) of shares in or holder(s) of debentures of the Company, holding either	Nomination of shares or debentures

		singly or jointly, may, at any time, nominate a Person in the prescribed manner to whom the Shares and/or the interest of the Member in the capital of the Company or debentures of the Company shall vest in the event of his/her death. Such Member may revoke or vary his/her nomination, at any time, by notifying the same to the Company to that effect. Such nomination shall be governed by the provisions of the Act or such other Regulations governing the matter from time to time.	
41.		The provisions of these Articles relating to transmission by operation of law shall *mutatis mutandis* apply to any other securities including debentures of the Company.	Provision as to transmission to apply *mutatis mutandis* to debentures, etc.
Forfeiture of Shares			
42.		If a member fails to pay any call, or installment of a call or any money due in respect of any share, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or installment remains unpaid or a judgment or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on him requiring payment of so much of the call or installment or other money as is unpaid, together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of non-payment.	If call or installment not paid notice must be given
43.		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.	Form of notice
44.		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.	In default of payment of shares to be forfeited
45.		Neither the receipt by the Company for a portion of any money which may from time to time be due from any member in respect of his shares, nor any indulgence that may be granted by the Company in respect of payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture in respect of such shares as herein provided. Such forfeiture shall include all dividends declared or any other moneys payable in respect of the forfeited shares and not actually paid before the forfeiture.	Receipt of part amount or grant of indulgence not to affect forfeiture
46.		When any share shall have been so forfeited, notice of the forfeiture shall be given to the defaulting member and an entry of the forfeiture with the date thereof, shall forthwith be made in the register of members but no forfeiture shall be invalidated by any omission or neglect or any failure to give such notice or make such entry as aforesaid.	Entry of forfeiture in register of members
47.		The forfeiture of a share shall involve extinction at the time of forfeiture, of all interest in and all claims and demands against the Company, in respect of the share and all other rights incidental to the share.	Effect of forfeiture
48.	(1)	A forfeited share shall be deemed to be the property of the Company and may be sold or re-allotted or otherwise disposed of either to the person who was before such forfeiture the holder thereof or entitled thereto or to any other person on such terms and in such manner as the Board thinks fit.	Forfeited shares may be sold, etc.
	(2)	At any time before a sale, re-allotment or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.	Cancellation of forfeiture
49.	(1)	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.	
	(2)	All such monies payable shall be paid together with interest thereon at such rate as the Board may determine, from the time of forfeiture until payment or realization. The Board may, if it thinks fit, but without being under any obligation to do so, enforce the payment of the whole or any portion of the monies due, without any allowance for the value	Member still liable to pay money owing at time of forfeiture and interest.

		of the shares at the time of forfeiture or waive payment in whole or in part.	
	(3)	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.	Cesser of liability
50.	(1)	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;	Certificate of forfeiture
	(2)	The company may receive the consideration, if any, given for the share on any sale, re-allotment 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.	Title of purchaser and transferee of forfeited shares
	(3)	The transferee shall thereupon be registered as the holder of the share; and	Transferee to be registered as holder
	(4)	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, re-allotment or disposal of the share.	Transferee not affected
51.		Upon any sale after forfeiture or for enforcing a lien in exercise of the powers hereinabove given, the Board may, if necessary, appoint some person to execute an instrument for transfer of the shares sold and cause the purchaser's name to be entered in the register of members in respect of the shares sold after his name has been entered in the register of members in respect of such shares the validity of the sale shall not be impeached by any person.	Validity of sales
52.		Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate(s), if any, originally issued in respect of the relative shares shall (unless the same shall on demand by the Company has been previously surrendered to it by the defaulting member) stand cancelled and become null and void and be of no effect, and the Board shall be entitled to issue a duplicate certificate(s) in respect of the said shares to the person(s) entitled thereto.	Cancellation of share certificate in respect of forfeited shares
53.		The Board may, subject to the provisions of the Act, accept a surrender of any share from or by any member desirous of surrendering those on such terms as they think fit.	Surrender of share certificates
54.		The provisions of these Articles as to forfeiture shall apply in the case of non-payment 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.	Sums deemed to be calls
55.		The provisions of these Articles relating to forfeiture of shares shall *mutatis mutandis* apply to any other securities including debentures of the Company.	Provision as to forfeiture of shares to apply *mutatis mutandis* to debentures, etc.
		Alteration of capital	
56.		Subject to the provisions of the Act, the Company may - (a) increase the share capital by such sum, to be divided into shares of such amount as it thinks expedient; (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares; Provided that any consolidation and division which results in changes in the voting percentage of members shall require applicable approvals under the Act; (c) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination; (d) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum; (e) 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.	Power to alter share capital
57.		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 Articles under which, the shares from which the stock arose might before	Shares may be converted into stock

		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 these Articles of the Company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder"/"member" shall include "stock" and "stock-holder" respectively.	Right of stockholders
58.		The Company may, by resolution as prescribed by the Act, reduce in any manner and in accordance with the provisions of the Act and the Rules, - (a) its share capital; and/or (b) any capital redemption reserve account; and/or (c) any securities premium account; and/or (d) any other reserve in the nature of share capital.	Reduction of capital
		Joint Holders	
59.		Where two or more persons are registered as joint holders (not more than three) of any share, they shall be deemed (so far as the Company is concerned) to hold the same as joint tenants with benefits of survivorship, subject to the following and other provisions contained in these Articles. (a) The joint holders of any share shall be liable severally as well as jointly for and in respect of all calls or installments and other payments which ought to be made in respect of such share. (b) On the death of anyone or more of such joint holders the survivor or survivors shall be the only person or persons recognized by the Company as having any title to the share but the Directors may require such evidence of death as they may deem fit, and nothing herein contained shall be taken to release the estate of a deceased joint holder from any liability on shares held by him jointly with any other person. (c) Anyone of such joint holders may give effectual receipts of any dividends, interests or other moneys payable in respect of such share. (d) Only the person whose name stands first in the Register of Members as one of the joint holders of any share shall be entitled to the delivery of the certificate relating to such share or to receive notice (which term shall be deemed to include all documents) and any notice served on or sent to such person shall be deemed service on all the joint holders. (e) (i) Any one of two or more joint holders may vote at any meeting either personally or by attorney or by proxy in respect of such shares as if he were solely entitled thereto and if more than one of such joint holders be present at any meeting personally or by proxy or by attorney then that one of such persons so present whose name stands first or higher (as the case may be) on the register in respect of such share shall alone be entitled to vote in respect thereof but the other or others of the joint holders shall be entitled to be present at the meeting provided always that a joint holder present at any meeting personally shall be entitled to vote in preference to a joint holder present by Attorney or by proxy although the name of such joint holder present by an Attorney or proxy stands first or higher (as the case may be) in the Register in respect of such shares. (ii) Several executors or administrators of a deceased member in whose (deceased member) sole name any share stands, shall for the purpose of this clause be deemed joint holders.	Joint holders Liability of Joint holders Death of one or more joint holders Receipt of one sufficient Delivery of certificate and giving of notice to first named holder Vote of joint holders Executors or administrators as joint holders Provision as to joint holders as to shares to apply *mutatis mutandis* to debentures, etc.

		(f) The provisions of these Articles relating to joint holders of shares shall *mutatis mutandis* apply to any other securities including debentures of the Company registered in joint names.	
Capitalisation of profits			
60.	(1)	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 (2) below amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.	Capitalisation
	(2)	The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (3) below, 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 or other securities 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);	Sum how applied
	(3)	A securities premium account and a capital redemption reserve account or any other permissible reserve account may, for the purposes of this Article, be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares;	
	(4)	The Board shall give effect to the resolution passed by the Company in pursuance of this Article.	
61.	(1)	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 or other securities, if any; and (b) generally do all acts and things required to give effect thereto.	Powers of the Board for capitalization
	(2)	The Board shall have power - (a) to make such provisions, by the issue of fractional certificates/coupons or by payment in cash or otherwise as it thinks fit, for the case of shares or other securities 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 or other securities 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.	Board's power to issue fractional certificate/coupon, etc.
	(3)	Any agreement made under such authority shall be effective and binding on such members.	Agreement binding on members
Buy-back of shares			
62.		Notwithstanding anything contained in these articles but subject to all applicable provisions of the Act or any other law for the time being in force, the Company may purchase its own shares or other specified securities.	Buy-back of shares
General meetings			
63.		All general meetings other than annual general meeting shall be called extraordinary general meeting.	Extraordinary general meeting
64.		The Board may, whenever it thinks fit, call an extraordinary general meeting.	Powers of the Board to call extraordinary general meeting
Proceedings at general meetings			
65.		A general meeting of the Company may be called by giving not less than twenty one days notice. A general meeting may be called after	Notice of general meeting

		giving shorter notice than that, if consent is accorded as per the provisions of the Act and the Rules.	
66.	(1)	No business shall be discussed or transacted at any general meeting except election of Chairperson whilst the chair is vacant.	Business confined to election of Chairperson whilst chair vacant
	(2)	The Quorum for a general meeting shall be as provided in the Act.	Quorum for general meeting
67.		The Chairperson of the Company shall preside as Chairperson at every general meeting of the Company.	Chairperson of the meetings
68.		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.	Directors to elect a Chairperson
69.		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, by show of hands or poll or electronically, choose one of their members to be Chairperson of the meeting.	Members to elect a Chairperson
70.		On any business at any general meeting, in case of an equality of votes, whether on a show of hands or electronically or on a poll, the Chairperson shall have a second or casting vote.	Casting vote of Chairperson at general meeting
71.	(1)	The Company shall cause minutes of the proceedings of every general meeting of any class of members or creditors and every resolution passed by postal ballot to be prepared and signed in such manner as may be prescribed by the Rules and kept by making within thirty days of the conclusion of every such meeting concerned or passing of resolution by postal ballot entries thereof in books kept for that purpose with their pages consecutively numbered.	Minutes of proceedings of meetings and resolutions passed by postal ballot
	(2)	There shall not be included in the minutes any matter which, in the opinion of the Chairperson of the meeting - (a) is or could reasonably be regarded, as defamatory of any person; or (b) is irrelevant or immaterial to the proceedings; or (c) is detrimental to the interests of the Company.	Certain matters not to be included in Minutes
	(3)	The Chairperson shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in the aforesaid clause.	Discretion of Chairperson in relation to Minutes
	(4)	The minutes of the meeting kept in accordance with the provisions of the Act shall be evidence of the proceedings recorded therein.	Minutes to be evidence
72.	(1)	The books containing the minutes of the proceedings of any general meeting of the Company or of a resolution passed by postal ballot shall: (a) be kept at the registered office of the company; and (b) be open to inspection by any member without charge, during 11:00 a.m. to 1:00 p.m. on all working days other than Saturdays.	Inspection of minute books of general meeting
	(2)	Any member shall be entitled to be furnished, within the time prescribed by the Act, after he has made a request in that behalf to the Company and on payment of such fees as may be fixed by the Board, with a copy of any minutes referred to in clause (1) above, Provided that a Member who has made a request for provision of a soft copy of the minutes of any previous general meeting held during the period immediately preceding three financial years, shall be entitled to be furnished with the same free of cost.	Members may obtain copy of minutes
73.		The Board, and also any person(s) authorised by it, may take any action before the commencement of any general meeting, or any meeting of a class of members in the Company, which they may think fit to ensure the security of the meeting, the safety of people attending the meeting, and the future orderly conduct of the meeting. Any decision made in good faith under this Article shall be final, and rights to attend and participate in the meeting concerned shall be subject to such decision.	Powers to arrange security at meetings
Adjournment of meeting			
74.	(1)	The Chairman may adjourn a Meeting with the consent of the Members, at which a Quorum is present, and shall adjourn a Meeting if so directed by the Members.	Chairperson may adjourn meeting
	(2)	No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.	Business at adjourned meeting

	(3)	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.	Notice of adjourned meeting
	(4)	Save as aforesaid, and save as provided in 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.	Notice of adjourned meeting not required
Voting rights			
75.		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.	Entitlement to vote on show of hands and on poll
76.		A member may exercise his vote at a meeting by electronic means in accordance with the Act and the Rules and shall vote only once.	Voting through electronic means
77.	(1)	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.	Vote of joint holders
	(2)	For this purpose, seniority shall be determined by the order in which the names stand in the register of members.	Seniority of names
78.		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. If any member be a minor, the vote in respect of his share or shares shall be by his guardian or any one of his guardians.	How members *non compos mentis* and minor may vote
79.		Subject to the provisions of the Act and other provisions of these Articles, any person entitled under the Transmission Clause to any shares may vote at any general meeting in respect thereof as if he was the registered holder of such shares, provided that at least 48 (forty eight) hours before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote, he shall duly satisfy the Board of his right to such shares unless the Board shall have previously admitted his right to vote at such meeting in respect thereof.	Votes in respect of shares of deceased or insolvent members, etc.
80.		Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.	Business may proceed pending poll
81.		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 or in regard to which the Company has exercised any right of lien.	Restriction on voting rights
82.		(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.	Validity of the vote
83.		A member is not prohibited from exercising his voting right on the ground that he has not held his share or other interest in the Company for any specified period preceding the date on which the vote is taken, or on any other ground not being a ground set out in the preceding Article.	Restriction on exercise of voting rights in other cases to be void
84.		Any member whose name is entered in the register of members of the Company shall enjoy the same rights and be subject to the same liabilities as all other members of the same class.	Equal rights of members
Borrowing Powers			
85.		The Board may subject to the provisions of the Act, from time to time at its discretion, raise or borrow or secure the repayment of any money or any moneys or sums of money for the purpose of the Company in such manner and upon such terms and conditions in all respects as it thinks fit.	Borrowing Powers
Proxy			
86.	(1)	Any member entitled to attend and vote at a general meeting may do so either personally or through his constituted attorney or through another person as a proxy on his behalf, for that meeting.	Member may vote in person or otherwise
	(2)	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	Proxies when to be deposited

		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, and in default the instrument of proxy shall not be treated as valid.	
87.		An instrument appointing a proxy shall be in the form as prescribed in the Rules.	Form of proxy
88.		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.	Proxy to be valid notwithstanding death of the principal
Board of Directors			
89.	(1)	Unless otherwise determined by the Company in general meeting, the number of directors shall not be less than 3 (three) and shall not be more than 15 (fifteen).	Board of Directors
	(2)	The first Directors of the Company were: i. Mr. Sharadchandra Damodar Abhyankar; and ii. Mr. Nikhilesh Natvarlal Panchal.	
90.	(1)	The Board shall have the power to determine the directors whose period of office is or is not liable to determination by retirement of directors by rotation.	Directors not liable to retire by rotation
	(2)	A Director need not hold any shares of the Company to qualify for the office of a Director of the Company.	Share qualification
	(3)	The same individual may, at the same time, be appointed as the Chairperson of the Company as well as the Managing Director or Chief Executive Officer of the Company.	Same individual may be Chairperson and Managing Director / Chief Executive Officer
91.	(1)	The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.	Remuneration of directors
	(2)	The remuneration payable to the directors, including any managing or whole-time director or manager, if any, shall be determined in accordance with and subject to the provisions of the Act and Rules.	
	(3)	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.	Travelling and other expenses
92.		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.	Execution of negotiable instruments
93.	(1)	Subject to the provisions of the Act, 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.	Appointment of additional directors
	(2)	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.	Duration of office of additional director
94.	(1)	The Board may appoint an alternate director to act for a director (hereinafter in this Article called "the Original Director") during his absence from India for a period as specified in the Act or Rules. 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 Act.	Appointment of alternate director
	(2)	An alternate director shall not hold office for a period longer than that permissible to the Original Director in whose place he has been	Duration of office of alternate director

		appointed and shall vacate the office if and when the Original Director returns to India.	
	(3)	If the term of office of the Original Director is determined before he returns to India the automatic re-appointment of retiring directors in default of another appointment shall apply to the Original Director and not to the alternate director.	Re-appointment provisions applicable to Original Director
95.	(1)	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, be filled by the Board of Directors at a meeting of the Board.	Appointment of director to fill a casual vacancy
	(2)	The director so appointed shall hold office only upto the date upto which the director in whose place he is appointed would have held office if it had not been vacated.	Duration of office of Director appointed to fill casual vacancy
Powers of Board			
96.		The management of the business of the Company shall be vested in the Board and the Board may exercise all such powers, and do all such acts and things, as the Company is by the memorandum of association or otherwise authorised to exercise and do, and, not hereby or by the statue or otherwise directed or required to be exercised or done by the Company in general meeting but subject nevertheless to the provisions of the Act and other laws and of the memorandum of association and these Articles and to any regulations, not being inconsistent with the memorandum of association and these Articles or the Act, from time to time made by the Company in general meeting provided that no such regulation shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.	General powers of the Company vested in Board
Proceedings of the Board			
97.	(1)	The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.	When meeting to be convened
	(2)	The Chairperson or any one Director with the previous consent of the Chairperson may, or the Company Secretary on the direction of the Chairperson shall, at any time summon a meeting of the Board.	Who may summon Board meeting
	(3)	The quorum for a Board meeting shall be as provided in the Act.	Quorum for Board meetings
	(4)	The participation of directors in a meeting of the Board may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law.	Participation at Board meetings
98.	(1)	Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.	Questions at Board meeting how decided
	(2)	In case of equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.	Casting vote of Chairperson at Board meeting
99.		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.	Directors not to act when number falls below minimum
100.	(1)	The Chairperson of the Company shall be the Chairperson at meetings of the Board. In his absence, the Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.	Who to preside at meetings of the Board
	(2)	If no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the directors present may choose one of their numbers to be Chairperson of the meeting.	Directors to elect a Chairperson
101.	(1)	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.	Delegation of powers
	(2)	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.	Committee to conform to Board regulations
	(3)	The participation of directors in a meeting of the Committee may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law.	Participation at Committee meetings

102.	(1)	A committee may elect a Chairperson of its meetings unless the Board, while constituting a Committee, has appointed a Chairperson of such Committee.	Chairperson of Committee
	(2)	If no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.	Who to preside at meetings of Committee
102.	(1)	A committee may meet and adjourn as it thinks fit.	Committee to meet
	(2)	Questions arising at any meeting of a Committee shall be determined by a majority of votes of the members present.	Questions at Committee meeting how decided
	(3)	In case of an equality of votes, the Chairperson of the Committee shall have a second or casting vote.	Casting vote of Chairperson at Committee meeting
103.		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 or that his or their appointment had terminated, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.	Acts of Board or Committee valid notwithstanding defect of appointment
104.		Save as otherwise expressly provided in the Act, a resolution in writing, approved, whether manually or by secured electronic mode, by a requisite 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 and shall have equal authority.	Passing of resolution by circulation
105.(A)		The Board may, subject to the provisions of the Act and these Articles, from time to time appoint any of its members as the Managing Director of the Company or s a Whole-time Director or as an Executive Director upon such terms and conditions as the Board shall think fit and, subject to the provisions of the Act, the Board may by resolution vest in such Person such of the powers hereby vested in the Board generally as it thinks fit, and such powers may be made exercisable for such periods and upon such conditions and subject to such restrictions as it may determine. The remuneration of the Managing Director, the Whole-time Director, the Executive Director may be by way of monthly payment, and/or participation in profits, or by any other mode not expressly prohibited by the Act. A Managing Director or a Whole-time Director or an Executive Director shall while he continues to hold that office shall not be subject to retirement by rotation. The Managing Director, Whole-time Director and the Executive Director shall ipso facto and immediately cease to be the Managing Director, the Whole-time Director and the Executive Director, as the case may be, if he ceases to hold the office of a Director.	Managing Director/ Whole-Time Director/ Executive Director etc.
Chief Executive Officer, Manager, Company Secretary and Chief Financial Officer			
105(B).	(a)	Subject to the provisions of the Act - 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; the Board may appoint one or more chief executive officers for its multiple businesses.	Chief Executive Officer, etc.
	(b)	A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.	Director may be chief executive officer, etc.
Registers			
106.		The Company shall keep and maintain at its registered office or such other place as may be decided by the Board in accordance with the provisions of the Act and the Rules, all statutory registers for such duration as the Board may, unless otherwise prescribed, decide, and in such manner and containing such particulars as prescribed by the Act and the Rules. The registers and copies of annual return shall be open for inspection during 11.00 a.m. to 1.00 p.m. or such other time as may be decided by the Board in accordance with the provisions of the Act and the Rules, on all working days, other than Saturdays, at the	Statutory registers

		registered office of the Company or such other place, by the persons entitled thereto on payment, where required, of such fees as may be fixed by the Board but not exceeding the limits prescribed by the Rules.	
107.	(a)	The Company may exercise powers conferred on it by the Act with regard to the keeping of a foreign register; and the Board may (subject to the provisions of the Act) make and vary such regulations as it may think fit respecting the keeping of any such register.	Foreign register
	(b)	The foreign register shall be open for inspection and may be closed, and extracts may be taken therefrom and copies thereof may be required, in the same manner, *mutatis mutandis*, as applicable to the register of members.	
Seal			
108.	(1)	The Board shall provide a seal for the purposes of the company and shall have the powers from time to time to destroy the same and substitute a new seal in lieu thereof. The Board shall provide for the safe custody of the seal.	Custody
	(2)	The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a Committee of the Board authorised by it in that behalf, and except in the presence of at least one director or the manager, if any, or of the secretary or such other person as the Board may appoint for the purpose; and such director or manager or the secretary or other person aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence. Such signature shall be conclusive evidence of the fact that the Seal of the Company has been properly affixed. The seal may be taken out of the registered office of the company.	Affixation of seal
Dividends and Reserve			
109.		The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.	Company in general meeting may declare dividends
110.		Subject to the provisions of the Act, the Board may from time to time pay to the members such interim dividends of such amount on such class of shares and at such times as it may think fit.	Interim dividends
111.	(1)	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, thinks fit.	Dividends only to be paid out of profits
	(2)	The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.	Carry forward of profits
112.	(1)	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.	Division of profits
	(2)	No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this Article as paid on the share.	Payments in advance
	(3)	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.	Dividends to be apportioned
113.	(1)	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.	No member to receive dividend whilst indebted to the Company and Company's right to reimbursement therefrom
	(2)	The Board may retain dividends payable upon any shares in respect of which any person is, under the Transmission Clause hereinbefore contained, entitled to become a member, until such person shall become a member in respect of such shares.	Retention of dividends

114.	(1)	Any dividend, interest or other monies payable in cash in respect of shares may be paid by electronic mode or 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.	Dividend how remitted
	(2)	Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.	Instrument of payment
	(3)	Payment in any way whatsoever shall be made at the risk of the person entitled to the money paid or to be paid. The Company will not be responsible for a payment which is lost or delayed. The Company will be deemed to having made a payment and received a good discharge for it if a payment using any of the foregoing permissible means is made.	Discharge to Company
115.		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.	Receipt of one holder sufficient
116.		No dividend shall bear interest against the company.	No interest on dividends
117.		The waiver in whole or in part of any dividend on any share by any document shall be effective only if such document is signed by the member (or the person entitled to the share in consequence of the death or bankruptcy of the holder) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Board.	Waiver of dividends
118		Where the Company has declared a dividend which has not been paid or the dividend warrant in respect thereof has not been posted within 30 days from the date of declaration to any shareholder entitled to the payment of the dividend the Company shall within such period as prescribed under applicable law, open a special account in that behalf in any scheduled bank called "Unpaid Dividend of Nuvoco Vistas Corporation Limited " and transfer to the said account, the total amount of dividend which remains unpaid or in relation to which no dividend warrant has been posted. Any money transferred to the unpaid dividend account of the Company which remains unpaid or unclaimed for a period of seven years from the date of such transfer, shall be transferred by the Company to the fund known as the Investor Education and Protection Fund established under Section 125 of the Act. A claim to any money so transferred to the Investor Education and Protection Fund may be preferred to the Central Government by the shareholders to whom the money is due. No unclaimed or unpaid dividend shall be forfeited by the Board before the claim becomes barred by the law. Unclaimed Dividend shall be dealt with as per the provisions of the Act or the Rules.	Unclaimed Dividend
Accounts			
119.	(1)	The books of account and books and papers of the Company, or any of them, shall be open to the inspection of directors in accordance with the applicable provisions of the Act and the Rules.	Inspection by Directors
	(2)	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.	Restriction on inspection by members
	(3)	No member (not being a director) shall have any right of inspecting any books of account or books and papers or document of the Company except as conferred by law or authorised by the Board.	
Winding up			
120.		Subject to the applicable provisions of the Act and the Rules made thereunder - (a) 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. (b) 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.	Winding up of Company

		(c) 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 and Insurance			
121.	(a)	Subject to the provisions of the Act, every director, managing director, whole-time director, manager, company secretary and other officer of the Company shall be indemnified by the Company out of the funds of the Company, to pay all costs, losses and expenses (including travelling expense) which such director, manager, company secretary and officer may incur or become liable for by reason of any contract entered into or act or deed done by him in his capacity as such director, manager, company secretary or officer or in any way in the discharge of his duties in such capacity including expenses.	Directors and officers right to indemnity
	(b)	Subject as aforesaid, every director, managing director, manager, company secretary or other officer of the Company shall be indemnified 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 discharged or in connection with any application under applicable provisions of the Act in which relief is given to him by the Court.	
	(c)	The Company may take and maintain any insurance as the Board may think fit on behalf of its present and/or former directors and key managerial personnel for indemnifying all or any of them against any liability for any acts in relation to the Company for which they may be liable but have acted honestly and reasonably.	Insurance
	(d)	No Director or other Officer of the Company shall be liable for the acts, receipts, neglects or defaults of any other Director or Officer, or for joining in any receipt or other act or conformity, or for any loss or expense happening to the Company through insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person, Company or corporation with whom any money securities or effects shall be entrusted or deposited, or for any loss occasioned by any error of judgment or oversight on his part, or for any other loss or damage or misfortune whatever shall happen in the execution of the duties of his office or in relation thereto, unless the same happens through wilful misconduct or neglect or dishonesty.	Directors and other Officers not responsible for acts of others
General Power			
122.(A)		Wherever in the Act or Rules, it has been provided that the Company shall have any right, privilege or authority or that the Company could carry out any transaction only if the Company is so authorised by its articles, then and in that case this Article authorises and empowers the Company to have such rights, privileges or authorities and to carry such transactions as have been permitted by the Act, without there being any specific Article in that behalf herein provided.	General power
Secrecy			
122.(B)	(1)	Subject to the provisions of the Act, no Member shall be entitled to inspect the Company's books without the permission of the Board of Directors or to require discovery of any information respecting any details of the Company's trading or any matter which is or may be in the matter of trade secret, secret process or trade mystery which may relate to the conduct of the business of the Company and which in the opinion of the Board of Directors will not be expedient in the interest of the Members of the Company.	Secrecy
	(2)	Every Director, manager, auditor, officer, servant, agent, accountant, or other person employed in the business of the Company shall, if so required by the Directors, before entering upon his duties sign a declaration pledging himself to observe strict secrecy respecting all transactions of the Company with customers and the state of account with individuals and in matters relating thereto and shall by such	

		declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required to do so by the Directors or by Law and except so far as may be necessary in order to comply with any of the provisions in these Articles.	

PART II*

Articles 123 to 143 of this Part II (as defined below) of these Articles (as defined below) shall have effect notwithstanding anything to the contrary contained in Articles 1 to 122 of Part I (as defined below) of these Articles above, as regards or in relation to the Parties (as defined below). It is clarified that the matters listed in Articles 123 to 143 in this Part II are in addition to all other rights that the Investor (as defined below) has as the holder of Equity Securities under these Articles. In the event of any conflict between the matters listed in Part I of these Articles and the relevant provisions of the matters listed in this Part II of these Articles, the provisions of the Articles contained in this Part II of these Articles shall prevail over the conflicting provisions of Part I of these Articles.

123. DEFINITIONS AND INTERPRETATION

123.1 Definitions

In this Part II of these Articles, and unless the context requires otherwise, the following words and expressions shall have the following meanings:

- "**Act**" means the Companies Act, 2013 (and to the extent any provisions of the Companies Act, 1956, continue to be in force, such of those provisions that continue to be in force), and shall include any amendments or statutory replacement or re-enactment thereof;

- "**Acquisition**" shall have such meaning as shall be mutually agreed in writing for this purpose by the Parties;

- "**Additional Exit Period**" mean such period as shall have been mutually agreed in writing for this purpose by the Parties;

- "**Affiliate**" means, in relation to any Person, any entity controlled, directly or indirectly, by that Person, any entity that controls, directly or indirectly, that Person, or any entity under common control with that Person or, in the case of a natural Person, any Relative of such Person. For the purpose of this definition

  (i) a holding or subsidiary company of any entity (or subsidiary company of a holding company of that entity) shall be deemed to be an Affiliate of that entity;

  (ii) the Company shall be deemed not to be an Affiliate of the Investor;

  (iii) With respect to the Investor, the term Affiliate shall also include KIAL and Kotak Mahindra Trusteeship Services Limited as well as any funds managed by and/or advised by KIAL and/or one of its affiliates.

- "**Applicable Law**" includes all treaties, statutes, enactments, acts of legislature or parliament, laws (including rules of equity), codes, ordinances, rules, by-laws, regulations, circulars, notifications, guidelines, policies, directions, directives and orders, decisions, decrees of any Government Authority, statutory authority, tribunal, board, final court of appeal or recognised stock exchange and Government Approvals;

- "**Articles**" means these Articles of Association of the Company as may be varied, amended, modified or supplemented from time to time;

- "**Assignment and Assumption Agreement**" means an assignment and assumption agreement substantially in the form as annexed as Article 143 in this Part II of these Articles;

- "**Board**" means the board of directors of the Company from time to time and "**Director**" means any one of the directors on the Board;

- "**Business**" means the business of the Company being the business of manufacturing of cement and Ready Mix Concrete (RMX);

**Inserted vide the Special Resolution passed at the Extra Ordinary General Meeting of the Members held on June 24, 2020.*

- "**Business Day**" means a day (excluding Saturdays and Sundays) on which banks generally are open in Mumbai for the transaction of normal banking business;

- "**CCDs**" shall mean any and all classes of fully paid up compulsorily and mandatorily convertible debentures of the Company, issued from time to time;

- "**Closing Date**" means the date on which the Investor shall have subscribed to and been issued and allotted the Investor CCDs;

- "**Company**" means Nuvoco Vistas Corporation Limited, a public limited company incorporated in India under the provisions of the Companies Act, 1956 and whose registered office is at Equinox Business Park, Tower 3, East Wing, 4th Floor, LBS Marg, Kurla (West), Mumbai - 400070, Maharashtra;

- "**Confidential Information**" means the existence, terms and conditions of the Transaction Documents, any negotiations or communications relating to and leading up to the Transaction Documents, and all non-public information of any Party or its Affiliates, provided that Confidential Information shall not include information that:

  (i) at the time of its supply is already publicly available;

  (ii) subsequently becomes publicly available other than as a direct or indirect breach of the duty of confidentiality under the terms of this Part II of these Articles by the recipient;

  (iii) is already in the lawful possession or control of the recipient other than where received from the disclosing party or its advisors;

  (iv) has been independently developed by the recipient without breach of the duty of confidentiality under this Part II of these Articles or infringement of the proprietary rights of the disclosing party; and/or

  (v) is required to be disclosed by any Applicable Law or any Governmental Authority;

- "**Consent**" means any consent, approval, authorization, waiver, permit, license, exemption, permission, order, declaration, with, to, from or by any Person, including Government Approvals, any third party consents and any lender consents;

- "**ECL**" means Emami Cement Limited (now known as Nu Vista Limited), a public limited company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Acropolis, 15th Floor, 1858/1, Rajdanga Main Road, Kasba, Kolkata - 700107;

- "**ECL Board**" means the board of directors of ECL from time to time and "**ECL Director**" means any one of the directors on the ECL Board;

- "**ECL Equity Shares**" means equity shares of ECL having a face value of Rs. 10/- (Rupees Ten only) each and "**ECL Equity Share capital**" shall be construed accordingly;

- "**ECL Share Purchase Agreement**" shall have such meaning as shall have been mutually agreed in writing for this purpose by the Parties;

- "**Encumbrance**" means any encumbrance, claim, right of others, security interest, burden, title retention agreement, lease, covenant, debenture, mortgage, pledge, charge, hypothecation, lien, deposit by way of security, option interest, proxy, beneficial ownership, encroachment, public right, easement, any voting agreement, interest, option, right of first offer, first, last or other refusal right, or transfer restriction in favour of any Person executional attachment and any similar interest held by a third party or any agreement, power of attorney, arrangement or obligation to create any of the foregoing;

- "**Entry Net Debt**" shall have such meaning as shall have been mutually agreed in writing for this purpose by the Parties;

- "**Equity Shareholders**" means the holders of Equity Shares;

- "**Equity Shares**" means equity shares of the Company having a face value of Rs. 10/- (Rupees Ten only) each and "**Equity Share capital**" shall be construed accordingly;

- "**Equity Securities**" means any Equity Shares or any securities representing, or representing a right (upon conversion, exercise, exchange or otherwise) to receive, Equity Shares, and includes the Investor CCDs;

- "**Exchanges**" means the BSE Limited and the National Stock Exchange of India Limited (including, in either case, any successor thereto);

- "**Execution Date**" shall mean such date as shall have been mutually agreed in writing for this purpose by the Parties;

- "**Existing NCDs**" means certain non-convertible listed secured debentures issued by the Company in four series for an aggregate amount of Rs. 4,000,00,00,000/- (Rupees Four Thousand Crores only) and which have been secured by way of *inter alia* a pledge over the Existing NCD Charged Shares in favour of the Existing NCD Trustee;

- "**Existing NCD Charged Shares**" means as of the Execution Date an aggregate amount of 29,69,07,242 (twenty nine crore sixty nine lakhs seven thousand two hundred and forty two) Equity Shares that have been pledged in favour of the Existing NCD Trustee as security for the Existing NCDs;

- "**Existing NCD Trustee**" means IDBI Trusteeship Services Limited acting in its capacity as debenture trustee for the benefit of the holders of the Existing NCDs pursuant to the provisions of the debenture trustee agreement dated August 12, 2016;

- "**Financial Year**" means a financial year commencing on 1 April of a calendar year and ending on 31 March in the immediately succeeding calendar year;

- "**GAAP**" means Generally Accepted Accounting Principles in India and shall include Indian Accounting Standards as prescribed under Applicable Law;

- "**Government Authority**" means any government authority, statutory authority, regulatory, administrative, judicial or quasi-judicial authority, department, agency, commission, board, Exchange, tribunal or court or any other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state, union territory, district or any other local authority having jurisdiction

- "**Government Approvals**" means any written consent, approval, authorization, waiver, permit, grant, franchise, concession, agreement, license, certificate, exemption, order, registration, declaration, filing, report or notice of, with, to, from or by any Government Authority;

- "**Indebtedness**" as applied to any Person, means, without duplication:

  (i) all indebtedness for borrowed money;

  (ii) all outstanding obligations evidenced by a note, bond, debenture, usance letter of credit (where the payment has been made by the respective bank), any other letter of credit where the payment is due, draft or similar instrument;

  (iii) that portion of obligations with respect to capital leases that is properly classified as a liability on a balance sheet in conformity with GAAP;

  (iv) notes payable and drafts accepted representing extensions of credit;

  (v) any obligation, owed for all or any part of the deferred purchase price of property or services;

(vi) all guarantees of any nature extended by such Person with respect to Indebtedness of any other Person; and

(vii) all Indebtedness and obligations of the types described in the foregoing paragraphs (i) through (vi) to the extent secured by any Encumbrance on any property or asset owned or held by that Person;

but in all cases excluding Indebtedness in favour of the Company and/or the Subsidiaries;

- "**Investor**" means Kotak Special Situations Fund, a Category II alternative investment fund, registered under the SEBI (Alternative Investments Fund) Regulations, 2012, acting through its trustee, Vistra ITCL (India) Limited ("**VITL**") a public limited company having its registered office at The IL&FS Financial Centre Plot no. 22, G Block, Bandra Kurla Complex, Bandra (East), Mumbai 400051, Maharashtra and represented by its investment manager, Kotak Investment Advisors Limited ("**KIAL**"), having its registered office at 7th Floor, 27 BKC, Plot C27, Block G, Bandra Kurla Complex, Bandra East, Mumbai 400 051;

- "**Investor CCDs**" means the 5,00,00,000 (five crores) CCDs subscribed to by the Investor for the Investor Subscription Amount on such terms and conditions as shall have been mutually agreed in writing for this purpose by the Company, the Investor and NEPL;

- "**Investor Converted Equity Shares**" means, subject to the provisions of Articles 129.1 and 132.3, such number of fully paid Equity Shares to be issued to the Investor upon conversion of the Investor CCDs to be calculated using such formula as shall have been mutually agreed in writing for this purpose by the Parties;

- "**Investor Eligible Transferee**" means any Person who shall not be an Affiliate of the Investor and who shall also not be a Strategic Investor;

- "**Investor Subscription Amount**" means an amount of INR 500,00,00,000/- (Rupees Five Hundred Crores only) invested by the Investor by subscribing to the Investor CCDs on such terms and conditions as shall have been mutually agreed in writing for this purpose by the Company, the Investor and NEPL;

- "**IPO/OFS**" shall mean an initial public offering of Equity Securities by the Company, comprising of a primary issue of fresh Equity Shares by the Company as well as an offer for sale of existing Equity Shares by such of the Equity Shareholders who deem fit to offer some or all of their Equity Shares for sale to the public as part of the initial public offering of Equity Shares, and undertaken in accordance with the provisions of Article 132 and other applicable provisions of this Part II of these Articles and Applicable Laws;

- "**IPO Period**" shall mean a period of 48 (forty eight) months commencing from the Closing Date.

- "**Losses**" or "**Loss**" means all direct losses, liabilities, obligations, fines, expenses, costs, and damages accrued, (whether or not resulting from third party claims), including interests and penalties with respect thereto and reasonable out-of-pocket expenses, including reasonable attorneys' and accountants' fees and disbursements;

- "**NEPL**" means Niyogi Enterprise Private Limited, a private limited company incorporated in India under the provisions of the Companies Act, 1956 and whose registered office is at Nirma House, Ashram Road, Ahmedabad - 380009, Gujarat;

- "**net worth**" means, with respect to the Company, the excess of total assets of the Company, over total liabilities of the Company, determined in accordance with GAAP;

- "**Nirma**" means Nirma Limited, a public limited company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Nirma House, Ashram Road, Ahmedabad - 380 009;

- "**Notional CCD Conversion Price**" means the value in Indian Rupees, calculated in accordance with such formula as shall have been mutually agreed in writing for this purpose by the Parties;

- "**Ordinary Course of Business**" means the undertaking of an action that is taken by a Person which is in the usual, regular and ordinary course of such Person, consistent with past practice and which does not require any specific approval or authorization in the form of a special resolution passed in this regard by the shareholders of such Person (or by any Person or group of Persons exercising similar authority);

- "**Other Shareholders**" means collectively Shri Suketu Shah, Shri Paresh Sheth, Shri Satish Shah, Shri Ajay Khushu, Shri Sharad Shrimali, Shri Vatsal Vaishnav, Shri Karsanbhai Khodidas Patel jointly with Shantaben Karsanbhai Patel, Smt. Shantaben Karsanbhai Patel, Shri Rakesh Karsanbhai Patel, Shri Hiren Karsanbhai Patel, Smt. Rajalben H Patel jointly with Hirenbhai K Patel, Smt. Keyuriben Rakeshbhai Patel jointly with Rakeshbhai Karsanbhai Patel, Shri Dhruvil Hiren Patel and "Other Shareholder" shall be construed accordingly;

- "**Other Shareholder Transferee**" means any Person (other than the Investor) acquiring Equity Shares from an Other Shareholder in accordance with the provisions of this Part II of these Articles;

- "**Organisational Documents**" means the articles of incorporation, certificate of incorporation, charter, by-laws, memorandum and articles of association, articles of formation, regulations, operating agreement, certificate of limited partnership, partnership agreement, trust deeds, and all other similar documents, instruments or certificates executed, adopted, or filed in connection with the creation, formation, or organization of a Person, including any amendments thereto;

- "**Part I**" means Part 1 of these Articles commencing from Article 1 to Article 122,

- "**Part II**" means this Part II of these Articles commencing from Article 123 onwards;

- "**Parties**" means collectively the Company, the Investor, NEPL, the Other Shareholders and "**Party**" shall be construed accordingly;

- "**Person(s)**" means any individual, sole proprietorship, unincorporated association, unincorporated organization, firm, body corporate, corporation, company, partnership, unlimited or limited liability company, joint venture, Government Authority, business trust or trust or any other entity or organization;

- "**Promoter**" as of the date on which the Investor shall have subscribed to the Investor CCDs means NEPL and upon NEPL transferring any Equity Shares to any Promoter Transferee in accordance with the provisions of this Part II of these Articles, "Promoter" shall collectively mean NEPL and such Promoter Transferee;

- "**Promoter Shareholders**" means collectively the Persons who are shareholders in NEPL from time to time and "**Promoter Shareholder**" shall mean any one of them;

- "**Promoter Transferee**" means any Person (other than the Investor) acquiring Equity Shares from NEPL in accordance with the provisions of this Part II of these Articles;

- "**Relative**" shall have the meaning given to the term in the Act and "**Relatives**" shall be construed accordingly;

- "**Restricted Entity**" shall have such meaning as shall have been mutually agreed in writing for this purpose by the Parties and the term "**Restricted Entities**" shall be construed accordingly;

- "**RHP**" means the offer document to be issued in accordance with Section 32 of the Companies Act, 2013 and the provisions of applicable rules and regulations (as amended or supplemented from time to time) issued by the Securities and Exchange Board of India ("**SEBI**"), which will have complete particulars of the price at which the Equity Shares will be offered and the size of the offer;

- "**RHP Date**" means the date of the RHP;

- "**Rupees**" or "**Rs.**" or "**INR**" means Indian Rupees being the lawful currency of the Republic of India;

- "**Strategic Investor**" shall have such meaning as shall have been mutually agreed in writing for this purpose by the Parties;

- "**Subsidiary**" has the meaning given to such term in the Act and "**Subsidiaries**" shall be construed accordingly;

- "**Tag Excluded Purchaser**" shall have such meaning as shall have been mutually agreed in writing for this purpose by the Parties;

- "**Tax**" or "**Taxation**" means any direct or indirect central, state, local or foreign tax on income, alternative, minimum, accumulated earnings, franchise, share capital, profits, windfall profits, gross receipts, goods and service tax (GST), sales, use, value added, transfer, registration, transaction, documentary, recording, listing, stamp, premium, excise, customs, severance, environmental, real property, personal property, occupancy, license, occupation, wage, withholding, provident fund, insurance, gratuity, employment, payroll, disability, unemployment, workers' compensation, withholding, dividend or other similar tax, duty, fee, contribution, levy, impost, assessment or other government charge or deficiencies thereof (including all interests, surcharges, fines and penalties thereon and additions thereto) due, payable, levied, imposed upon or claimed to be owed;

- "**Transaction Documents**" shall have such meaning as shall have been mutually agreed in writing for this purpose by the Parties;

- "**Transfer**" includes any direct or indirect transfer, gift, assignment, sale, disposal, lease, alienation, amalgamation, merger, or Encumbrance in each case whether voluntary or involuntary and the term "**Transferred**" shall be construed accordingly;

123.2 Interpretation

In this Part II of these Articles, unless the context requires otherwise:

(i) capitalized terms used but not defined in Part II shall have such meanings as shall have been mutually agreed for this purpose in writing by the Company, the Investor and NEPL;

(ii) the headings are inserted for ease of reference only and shall not affect the construction or interpretation of this Part II of these Articles;

(iii) references to one gender shall include all genders;

(iv) any reference to any enactment or statutory provision is a reference to it (unless otherwise specified) as amended, modified, consolidated or re-enacted (with or without modification) and includes all instruments or orders made under such enactment;

(v) words in the singular shall include the plural and vice versa;

(vi) any reference to an Article or Annexure shall be deemed to be a reference to an Article or Annexure of these Articles;

(vii) references to an agreement or document shall be construed as a reference to such agreement or document as the same may have been amended, varied, supplemented or novated in writing at the relevant time in accordance with the requirements of such agreement or document and, if applicable, of this Part II of these Articles with respect to amendments;

(viii) any reference to a Party shall include, in the case of a body corporate, references to its successors and permitted assigns and in the case of a natural Person, to his or her heirs, executors, administrators and legal representatives, each of whom shall be bound by the provisions of these Articles in the same manner as the Party itself is bound;

(ix) any reference to a document in Agreed Form is to a document in form and substance agreed among the Company, the Promoter and the Investor;

(x) the term "**control**" means the power to direct the management and policies of an entity whether through the ownership of voting capital, by contract or otherwise and the terms "**controlling**", "**controlled by**" and "**controlled**" shall be construed accordingly;

(xi) the words "**hereby**," "**herein**," "**hereof**," "**hereunder**" and words of similar import refer to this Part II of these Articles as a whole (including any Annexure hereto) and not merely to the specific Article or paragraph in which such word appears;

(xii) the words "**include**," "**includes**" and "**including**" shall be deemed to be followed by the phrase "without limitation";

(xiii) "**securities**" has the meaning given to it in the Securities Contracts (Regulation) Act, 1956;

(xiv) "**beneficial interest**" has the meaning given to it in Section 89 of the Companies Act, 2013;

(xv) all references to amounts, unless otherwise specifically provided, shall be calculated in INR;

(xvi) "**crore**" shall mean 1,00,00,000; and

(xvii) no provisions of this Part II of these Articles shall be interpreted in favour of, or against, any Party by reason of the extent to which such Party or its counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof.

124. INDEMNIFICATION

124.1 Each of the Company and the Promoter covenants and agrees that the Promoter and the Company ("**Indemnifying Parties**") shall jointly and severally (and the Promoter shall so cause the Company to), indemnify, defend and hold harmless, promptly on demand at any time and from time to time without any protest or demur, the Investor and its Affiliates as well as the Investor's and its Affiliates respective officers, directors, and employees (collectively the "**Indemnified Parties**"); and for any and all Losses, relating to or arising out of or in connection with (each of the following being, an "**Indemnification Event**"):

(i) any breach of any of the representations and warranties provided by the Promoter and/or the Company in any written agreement entered into by the Parties in relation to any of the matters detailed in this Part II of these Articles;

(ii) any breach of any of the representations and warranties provided by any of the Other Shareholders in any written agreement entered into by the Parties in relation to any of the matters detailed in this Part II of these Articles; and/or

(iii) any breach of any covenant, term or obligation under this Part II of these Articles by the Promoter and/or the Company and/or any of the Other Shareholders.

124.2 If the Investors and/or any other Indemnified Party seeks indemnification for any Indemnification Event pursuant to the terms and conditions of this Part II of these Articles, it shall notify in writing ("**Indemnification Notice**"), the Company and/or the Promoter of any Losses for which the Investor and/or such other Indemnified Party is asserting an indemnification claim for the Indemnification Event in question under this Article. The Indemnification Notice shall be accompanied by a detailed description of the Losses (with supporting evidence and documentation to the extent available with the Investor or other Indemnified Party, as may be applicable) in respect of which indemnification is being sought.

124.3 Third Party Claim

(a) If an Indemnified Party receives or becomes aware of the notice of assertion or commencement of any claim, demand, action, proceedings or suit by any third party arising out of an Indemnification Event (a "**Third Party Claim**"), then such Indemnified Party shall as soon as possible notify Indemnifying Parties of such Third Party Claim.

(b) The Parties agree that the Indemnifying Parties shall take control of the defence or negotiation of such Third Party Claim, provided that the Indemnified Party shall continue to have the right to participate and be represented by counsels of its choice in connection with the defense, negotiation or settlement of such Third Party Claim and shall be entitled to receive the costs and expenses for such defense, negotiation or settlement of such Third Party Claim in advance of the conclusion of such defense, negotiation or settlement from the Indemnifying Parties, as the case may be. Where an Indemnifying Party takes control of the defence or negotiations of a Third Party Claim in accordance with the provisions of this Article 124.3, such Indemnifying Party shall be solely responsible for all costs and liabilities in relation to such defense/ negotiation.

(c) The Indemnifying Party shall not admit liability or enter in any settlement, in relation to any Third Party Claim or proceeding in the name of the Indemnified Party without the prior written consent of the Indemnified Party provided that such consent shall not be required in case of such settlement involving only a monetary claim.

(d) The Parties agree to cooperate in good faith in connection with any contest, defence, litigation, negotiation or settlement of any Third Party Claim.

124.4 **Contingent liabilities**

For the avoidance of doubt it is clarified that the Company and / or the Promoter shall not be liable to make any payments in relation to a liability which is contingent only, unless and until such contingent liability gives rise to an obligation to make a payment and the Loss in respect of such payment obligation has been determined.

124.5 **Recovery from third party after payment by the Company and/or the Promoter**

Notwithstanding anything contained herein, where the Company / Promoter has made a payment to any Indemnified Party in relation to any claim and the Indemnified Party recovers from a third party a sum which indemnifies or compensates such Indemnified Party (in whole or in part) in respect of the liability or loss which is the subject matter of the same claim, and provided that as a consequence of such recovery, the Indemnified Party in question has received an amount in excess of the relevant Loss or claim, then if such sums are recovered by such Indemnified Party, the applicable Indemnified Party shall pay to the Company or the Promoter, as the case may be, as soon as practicable after receipt of the amount recovered from the third party, the excess over the relevant Loss or claim (net of taxation and less any reasonable costs of recovery).

124.6 The Indemnifying Parties' obligation to indemnify the Indemnified Parties under this Part II of these Articles for any Losses caused due to breach of any representations and/or warranties referred to in Articles 124.1(i) or (ii) shall be subject to the following limits:

(a) An Indemnified Party shall not be entitled to make an Indemnification Claim for any Loss caused due to breach of any representation and/or warranty where the quantum of such Loss does not exceed such amount as shall have been mutually agreed in writing for this purpose by the Parties;

(b) An Indemnifying Party shall not be liable to indemnify unless and until the aggregate of all Indemnification Claims under this Agreement exceeds such amount as shall have been mutually agreed in writing for this purpose by the Parties ("**Threshold Amount**"), in which case the Indemnifying Party shall pay the amounts aggregated for the purposes of reaching the Threshold Amount and not just the amount by which such Threshold Amount is exceeded;

It is hereby agreed that the monetary limits specified in sub-Articles (a) and (b) shall not be applicable in case of:

(i) an Indemnification Event arising out of any wilful default, gross negligence and/or fraud by the applicable Indemnifying Party;

(ii) misrepresentation of the representations and/or warranties in question.

124.7 **No liability for legislation or changes in rates of tax**

The Company and/or the Promoter shall not be liable for:

(a) any claim/Loss if and to the extent it is solely attributable to, and

(b) any increase in a claim or Loss if and to the extent the amount of such claim is increased as a result of, any:

legislation not in force at the Execution Date; change of law or regulation or directive of a Government Authority after the Execution Date; or change in the rates of taxation in force at the Execution Date.

124.8 **No double recovery**

The Indemnified Parties shall not be entitled to recover damages or obtain payment, reimbursement, restitution or indemnity under these Articles and any Transaction Document more than once in respect of the same Loss (including recoveries from third parties).

124.9 No Party shall be liable to the other Party(ies) for any indirect, special, exemplary or consequential losses arising out of or in connection with this Part II of these Articles or the Transaction Documents

124.10 It is further agreed that in the event the Equity Shares are listed on the Exchanges as part of any IPO/OFS in accordance with such provisions as shall have been mutually agreed in writing for this purpose by the Parties and Article 132 of this Part II of these Articles or the Investor has sold its stake in accordance such provisions as shall have been mutually agreed in writing for this purpose by the Parties, then in such an event notwithstanding that the Investor may hold Equity Shares, the Indemnified Parties shall not be entitled to make any claim for any Indemnification Event arising out of or due to a breach of any representation or warranty or for any breach of any covenant, term or obligation under this Part II of these Articles by the Promoter and/or the Company.

125. INVESTOR'S DIRECTOR RIGHTS/ OBSERVER RIGHTS

125.1 Commencing on and from the date occurring immediately after expiry of the IPO Period and subject to the IPO/OFS not having occurred in accordance with provisions of this Part II of these Articles, the Investor shall be entitled to nominate and appoint to the Board and maintain in office one non-executive Director (and to remove from office any Director so appointed and to appoint another in the place of the Director so removed) (such Director being hereinafter the "**Investor Director**"). To the extent permissible by Applicable Law, the appointment of the Investor Director shall be by direct nomination by the Investor and any appointment or removal under this Article shall, unless the contrary intention appears, take effect from the date it is notified to the Company in writing. If Applicable Law does not permit the Person nominated by the Investor to be appointed as a Director or alternate Director merely by nomination by the Investor, then the Company and the Promoter shall ensure that the Board forthwith (and in any event within 7 (seven) Business Days or in the next Board meeting; after the intimation of such nomination, whichever is earlier) appoints such Person nominated by the Investor as a Director or alternate Director, as the case may be, and further that, unless such Investor changes or withdraws such nomination, such Person is also elected as a Director or alternate Director, as the case may be, at the next general meeting of the Equity Shareholders of the Company. Notwithstanding that the Investor Director may be an independent director (as such expression is defined under the Act or the rules and regulations made under the Act or in any listing agreement which may be entered into at any time between the Company and the Exchanges), an Investor Director shall not be construed or counted by the Company as an independent director for the purpose of determining the number of independent directors which the Company is required to have on its Board by any listing agreement or as may be otherwise required under Applicable Law. The Company and each Equity Shareholder agree to exercise all powers and rights available to them to ensure that any Persons nominated by the Investor from time to time in this regard is expeditiously appointed or removed (as the Investor may specify) as a Director of the Company and the appointments and removals referred to in this Article 125.1 result in the Person nominated/appointed or removed becoming or ceasing to be a Director of the Company. The Investor Director shall not be

required to hold any Equity Securities in order to qualify as a Director except where so required by Applicable Law. The Investor Director shall be entitled to be a member of the audit committee and all other committees of the Board. The Investor Director shall be entitled to appoint an alternate Director and the Board shall appoint such Person as an alternate Director to the Investor Director. Such alternate Director shall be entitled to attend and vote at meetings of the Board and to be counted in determining whether a quorum is present solely in the absence of the Investor Director.

125.2 Commencing on and from the date occurring immediately after expiry of the IPO Period and subject to the IPO/OFS not having occurred in accordance with provisions of this Part II of these Articles, the Investor shall be entitled to appoint to the ECL Board and maintain in office one ECL Director (and to remove from office any ECL Director so appointed and to appoint another in the place of the ECL Director so removed) (such Director being hereinafter the "**Investor ECL Director**"). The Investor shall nominate to the Company any Person to be appointed on the ECL Board as the Investor ECL Director. The Company shall ensure that any Person nominated by the Investor to be appointed as a ECL Director or alternate ECL Director shall be appointed by the ECL Board forthwith (and in any event within 7 (seven) Business Days or in the next ECL Board meeting; after the intimation of such nomination, whichever is earlier) appoints such Person nominated by the Investor as a ECL Director or alternate ECL Director, as the case may be, and further that, unless such Investor changes or withdraws such nomination, such Person is also elected as a ECL Director or alternate ECL Director, as the case may be, at the next general meeting of the shareholders of ECL. Notwithstanding that the Investor ECL Director may be an independent director (as such expression is defined under the Act or the rules and regulations made under the Act or in any listing agreement which may be entered into at any time between ECL and the Exchanges), an Investor ECL Director shall not be construed or counted by ECL as an independent director for the purpose of determining the number of independent directors which ECL is required to have on its Board by any listing agreement or as may be otherwise required under Applicable Law. The Company agrees to exercise all powers and rights available to it to ensure that any Persons nominated by the Investor from time to time in this regard is expeditiously appointed or removed (as the Investor may specify) as a ECL Director and the appointments and removals referred to in this Article 125.2 result in the Person nominated/appointed or removed becoming or ceasing to be an ECL Director. The Investor ECL Director shall not be required to hold any equity shares or other securities of ECL in order to qualify as an ECL Director. The Investor ECL Director shall be entitled to be a member of the audit committee and all other committees of the ECL Board. The Investor ECL Director shall be entitled to appoint an alternate ECL Director and the ECL Board shall appoint such Person as an alternate ECL Director to the Investor ECL Director. Such alternate ECL Director shall be entitled to attend and vote at meetings of the ECL Board and to be counted in determining whether a quorum is present solely in the absence of the Investor ECL Director.

125.3 On and from the Closing Date but subject to the Investor not having appointed the Investor Director pursuant to Article 125.1 above, the Investor may, at any time appoint one Person as its observer (such person hereinafter referred to as the "**Observer**") to the Board. Such Observer shall have the right to attend any and all meetings of the Board of directors and of all committees of the Board; but shall not have a right to exercise any rights (including any voting rights) at any meeting of the Board.

125.4 On and from the Closing Date onwards but subject to the Investor not having appointed the Investor ECL Director pursuant to Article 125.2 above, the Investor may, at any time appoint one Person as its observer (such person hereinafter referred to as the "**ECL Observer**") to the ECL Board. Such ECL Observer shall have the right to attend any and all meetings of the ECL Board of directors and of all committees of the Board; but shall not have a right to participate in and/or exercise any rights (including any voting rights) at any meeting of the ECL Board.

125.5 The rights of the Investor to nominate the Director, the ECL Director, the Observer and/or the ECL Observer pursuant to this Article 125 shall cease upon this Part II of these Articles falling away in accordance with the provisions of Article 134.1 (it being clarified that such right shall stand reinstated along with the reinstatement of this Part II of these Articles in accordance with the provisions of Article 134.2). It is clarified that any Person to be appointed/nominated by the Investor from time to time as either the Investor Director, the ECL Director, the Observer or the ECL Observer who shall not already be acting as either: (a) a director (including an alternate director) on the board of directors of any company that shall carry on the Business; or (b) as an observer to meetings of the board of any company that shall carry on the Business; or (c) shall be carrying out any assignment on behalf of any company that shall carry on the Business.

125.6 The Investor Director shall be entitled to all the rights and privileges of other Directors including the sitting fees and expenses as payable to other Directors. The Investor ECL Director shall be entitled to all the rights and privileges of other ECL Directors including the sitting fees and expenses as payable to other ECL Directors.

125.7 The Company shall obtain director's liability insurance for the Investor Director (and its alternate) for such an amount as shall be reasonably acceptable to the Investor. The Company shall ensure that ECL shall obtain director's liability insurance for the Investor ECL Director (and its alternate) for such an amount as shall be reasonably acceptable to the Investor.

125.8 The Company shall indemnify, defend and hold harmless any Investor Director as well as any Investor ECL Director (each being an "**Indemnitee**") who is a party to any pending or completed legal proceeding, by reason of the fact that he or she is or was an Investor Director or ECL Director (as may be applicable), or for any action or inaction by such Investor Director or Investor ECL Director undertaken at the written request of, or with, the written consent of the Company and/or the Promoter, to the fullest extent permitted by Applicable Law against all expenses and costs actually and reasonably incurred by him or her in connection with such legal proceeding if he or she acted in good faith and in: (i) the best interests of the Company (where such Person shall be an Investor Director) and its stakeholders in accordance with his or her fiduciary duty to the Company; or (ii) the best interests of ECL (where such Person shall be an Investor ECL Director) and its stakeholders; as may be applicable. Provided, if indemnification is requested, and it is adjudicated that, in connection with the subject of such legal proceedings out of which the claim for indemnification has arisen, the Indemnitee in question acted with or committed gross negligence, wilful misconduct or fraud, or contrary to his or her fiduciary duties to the Company or ECL (as may be applicable) and their respective stakeholders, such Indemnitee shall not be entitled to payment of expenses and liabilities hereunder. Indemnitees are expressly meant to be third-party beneficiaries of this Article.

126. CORPORATE GOVERNANCE

126.1 The Board (including its committees thereof) of the Company shall meet such requirements as prescribed under Applicable Law from time to time in relation to the composition and size of the board of directors of a public limited company whose equity shares are not listed on any stock exchange in India (including for this purpose in the minimum number of independent directors appointed to the Board and/or any committees thereof). Provided however that it is agreed by the Parties that at all times: (a) One of the directors of NVCL as may be agreed mutually between the parties in writing shall be a Director and in the event that such Director shall be unable or unwilling to act as a Director then any of the remaining Other Shareholders shall be appointed as a Director to the Board ("**Other Shareholder Nominee**") in place of such Director with the Other Shareholders jointly nominating such Other Shareholder Nominee; and (b) there shall be at least 2 (two) independent Directors on the Board.

126.2 The Board shall meet at least once every quarter and at least 4 (four) times a year. At least 7 (seven) Business Days' notice of each Board meeting shall be given to each Director (or member) prior to such meeting or such shorter period as a majority of the Directors may agree. In the event that the Investor has appointed the Investor Director in accordance with the provisions of Article 125.1, then such majority shall be required to include the consent of the Investor Director and the consent of at least one Director appointed by the Promoter, which should not be unreasonably withheld. Notwithstanding the foregoing, notice of a meeting need not be given to any Director who signs a waiver of notice or a consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends (by whatever permitted means) the meeting without protesting, prior to its commencement, the lack of notice to such Director.

126.3 The agenda for each Board meeting and all papers connected therewith and/or proposed to be placed or tabled before the Board shall be circulated at least 3 (three) Business Days prior to such meeting, or such shorter period as the majority of the directors on the Board may agree. In the event that the Investor has appointed the Investor Director in accordance with the provisions of Article 125.1, then such majority shall be required to include the consent of: (a) the Investor Director; and (b) the consent of at least one Director appointed by the Promoter. The agenda for all Board meetings along with all papers connected therewith, and/ or proposed to be placed before the Board at such meeting shall be circulated to the Directors and the Observer simultaneously. In the event that the Investor shall not have appointed either the Investor Director or the Observer, then the agenda and all papers connected therewith and/or proposed to be placed or tabled before the Board at such meeting shall be circulated to the Investor simultaneously

with the circulation of such agenda and papers to the Directors. No items save and except those specified in the agenda may be discussed at any Board meeting, except with the prior consent of a majority of the Directors. In the event that the Investor has appointed the Investor Director in accordance with the provisions of Article 125.1, then such majority shall be required to include the consent of the Investor Director and the consent of at least one Director appointed by the Promoter. Meetings of the Board may be held at any place which has been designated in the notice of the meeting or at such place as may be approved by the Board.

126.4 Upon the Investor having appointed the Investor Director in accordance with the provisions of Article 125.1, the quorum for a meeting of the Board (and each committee to which the Investor Director is a member) shall as prescribed under the Act present throughout the meeting. Provided however that any such quorum shall be required to include the Investor Director (unless the Investor shall have consented otherwise in writing prior to the start of such meeting) and at least one Director appointed by the Promoter remaining present throughout such meeting. Provided that if the Investor Director is unable to attend a meeting of the Board ("**Investor First Date Meeting**"), then the Investor or the Investor Director shall inform the Company within 4 (four) Business Days from the date of receipt of notice of the Investor First Date Meeting (or such shorter period as may be applicable in the event that the meeting shall have been notified with short notice) of the Investor Director's inability to attend the said Investor First Date Meeting, and in such case, the Company and the Investor shall, make all endeavours to agree on a date on which the meeting of the Board ("**Investor Second Date Meeting**") may be held, within 2 (two) Business Days of the Investor Director notifying of the Investor Director's inability to attend the Investor First Date Meeting and in any case prior to the date of the Investor First Date Meeting. If a mutually acceptable date has been agreed upon for holding an Investor Second Date Meeting as per the procedure above, and the Investor Director is not present for such Investor Second Date Meeting and/or where the Investor and the Company are unable to reach agreement, then the meeting may proceed on any date requested by the Company and notified to the Investor at least 2 (two) Business Days in advance thereof, and which should not be the date of the Investor First Date Meeting. Notwithstanding anything to the contrary, at such meeting the Directors present shall constitute the quorum, and the Directors present shall have the right to discuss and pass resolutions regarding any and all matters specified in the original agenda for the Investor First Date Meeting. For the avoidance of doubt, such Investor Second Date Meeting shall not include any business other than as included in the agenda in the original notice.

126.5 Members of the Board or any committee thereof shall be afforded the opportunity to, and may participate in a meeting of the Board or such committee by means of conference telephone, videoconference or similar communications equipment by means of which all persons participating in the meeting can hear each other and participation in a meeting without interruption in communications pursuant to this provision shall, unless prohibited by Applicable Law, constitute presence in person at such meeting.

126.6 Upon the Investor having appointed the Investor ECL Director in accordance with the provisions of Article 125.2, the quorum for a meeting of the ECL Board (or any committee thereof) shall be as prescribed under the Act present throughout the meeting. Provided however that any such quorum shall be required to include the Investor ECL Director (unless the Investor shall have consented otherwise in writing prior to the start of such meeting) and at least one Director appointed by the Company remaining present throughout such meeting.

126.7 The ECL Board shall meet at least once every quarter and at least 4 (four) times a year. At least 7 (seven) Business Days' notice of each ECL Board meeting shall be given to each ECL Director (or member) prior to such meeting or such shorter period as a majority of the ECL Directors may agree. In the event that the Investor has appointed the Investor ECL Director in accordance with the provisions of Article 125.2, then such majority shall be required to include the consent of the Investor Director and the consent of at least one ECL Director appointed by the Company. Notwithstanding the foregoing, notice of a meeting need not be given to any ECL Director who signs a waiver of notice or a consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends (by whatever permitted means) the meeting without protesting, prior to its commencement, the lack of notice to such ECL Director. Provided that if the Investor Director is unable to attend a meeting of the Board ("**Investor First Date ECL Meeting**"), then the Investor or the Investor ECL Director shall inform the Company and ECL within 4 (four) Business Days from the date of receipt of notice of the Investor First Date ECL Meeting (or such shorter period as may be applicable in the event that the meeting shall have been notified with short notice) of the Investor ECL Director's inability to attend the said Investor First Date ECL Meeting, and in such case, the Company, ECL and the Investor shall, make all endeavours to agree on a date on which the meeting of the ECL Board ("**Investor Second Date ECL Meeting**") may

be held, within 2 (two) Business Days of the Investor Director notifying of the Investor ECL Director's inability to attend the Investor First Date ECL Meeting and in any case prior to the date of the Investor First Date ECL Meeting. If a mutually acceptable date has been agreed upon for holding an Investor Second Date ECL Meeting as per the procedure above, and the Investor ECL Director is not present for such Investor Second Date Meeting and/or where the Investor, the Company and ECL are unable to reach agreement, then the meeting may proceed on any date requested by the Company and ECL and notified to the Investor at least 2 (two) Business Days in advance thereof, and which should not be the date of the Investors First Date ECL Meeting. Notwithstanding anything to the contrary, at such meeting the ECL Directors present shall constitute the quorum, and the ECL Directors present shall have the right to discuss and pass resolutions regarding any and all matters specified in the original agenda for the Investor First Date ECL Meeting. For the avoidance of doubt, such Investor Second Date ECL Meeting shall not include any business other than as included in the agenda in the original notice.

126.8 The agenda for each ECL Board meeting and all papers connected therewith and/or proposed to be placed or tabled before the ECL Board shall be circulated at least 3 (three) Business Days prior to such meeting, or such shorter period as the majority of the directors on the Board may agree. In the event that the Investor has appointed the Investor ECL Director in accordance with the provisions of Article 125.2, then such majority shall be required to include the consent of: (a) the Investor ECL Director; and (b) the consent of at least one Director appointed by the Company. The agenda for all ECL Board meetings along with all papers connected therewith, and/ or proposed to be placed before the ECL Board at such meeting shall be circulated to the ECL Directors and the ECL Observer simultaneously. In the event that the Investor shall not have appointed either the Investor ECL Director or the ECL Observer, then the agenda and all papers connected therewith and/or proposed to be placed or tabled before the ECL Board at such meeting shall be circulated to the Investor simultaneously with the circulation of such agenda and papers to the ECL Directors. No items save and except those specified in the agenda may be discussed at any Board meeting, except with the prior consent of a majority of the ECL Directors. In the event that the Investor has appointed the Investor ECL Director in accordance with the provisions of Article 125.2, then such majority shall be required to include the consent of the Investor ECL Director and the consent of at least one Director appointed by the Company. Meetings of the ECL Board may be held at any place which has been designated in the notice of the meeting or at such place as may be approved by the ECL Board.

126.9 The quorum for any meeting of the Equity Shareholders shall be as per the Act. At any meeting of the Equity Shareholders of the Company, the Company shall enable a representative of any Equity Shareholders to participate in such meeting by way of video conference or teleconference if permitted under the Act and the rules made thereunder.

126.10 It is agreed that one of the Directors of NEPL as may be mutually agreed between the Parties in writing shall at all times be a director on the board of directors of NEPL ("**NEPL Board**") and in the event that such Director shall be unable or unwilling to act as a director on the NEPL Board then any of the remaining Other Shareholders shall be appointed to the NEPL Board in place of such Director.

126.11 The Company shall give instructions to the nominee directors of the Company on the board of directors of each Subsidiary (other than ECL), to exercise their votes at the board meetings of such Subsidiary in accordance with the following:

(a) For any Subsidiary other than ECL, the agenda (along with accompanying documents) as well as notices of any board meetings and/or shareholder meetings of such Subsidiary shall be forwarded to the Investor as soon as practicable upon receipt by the Company, subject to receipt by the Company of such agenda and notice.

(b) In respect of any material matter proposed to be taken up in the agenda of any board or shareholder meeting of any Subsidiary other than ECL, the Company, the Promoter, and the Investor shall endeavour to discuss the said matter and any concerns of the Investor in relation to such matter, and brief the nominee directors of the Company on the board of the Subsidiary in question on the manner of exercise of rights on the board, prior to any such board or shareholder meeting of the Subsidiary. The Company and the Promoter shall in good faith consider the views of the Investor in this regard. The nominee directors of the Company on the board of each Subsidiary exercise their voting rights in a uniform and consistent manner as a single group.

126.12 The Promoter will place any matter on the agenda of any Board or shareholder meeting of the Company that the Investor requests. Where the Investor proposes to place any matter on the agenda of a board or shareholder meeting of a Subsidiary, the Investor shall place the same for consideration at the Board meeting of the Company, and subject to the Board of the Company (in its sole discretion) resolving in the affirmative, the same would be placed on the agenda of the meeting of the board or shareholder of the Subsidiary in question.

126.13 It is clarified that upon the listing of the Equity Shares pursuant to the IPO/OFS in accordance with this Part II of these Articles, the Investor shall cease to have any right to appoint the Investor Director, the ECL Director, the Observer or the ECL Observer as provided in this Article 126.

127. INFORMATION RIGHTS

127.1 The Company and, each Subsidiary shall, maintain true and fair books and records of account in which full and correct entries shall be made of all its business transactions pursuant to a system of accounting established and administered in accordance with GAAP, and shall set aside on its books all such proper accruals and reserves as shall be required under GAAP.

127.2 The Company shall provide to the Investor, and to any Director, such information as they may reasonably request, with respect to the Company and/or any Subsidiary including:

(a) as soon as available, but in any event within 45 (forty five) days after the end of each Financial Year, a copy of the audited consolidated and standalone balance sheets of the Company and its Subsidiaries as at the end of such Financial Year and the related consolidated and standalone statements of income, statements of changes in shareholders' equity and statements of cash flows of the Company and its Subsidiaries for such Financial Year, all in reasonable detail and stating in comparative form the figures as at the end of and for the previous Financial Year accompanied by the report of the statutory auditor of the Company, which opinion shall state that such auditor's scope was conducted in accordance with GAAP and that, all such financial statements shall be complete and correct in all material respects and shall be prepared in conformity with GAAP and applied on a consistent basis throughout the periods reflected therein except as stated therein. Subject to Applicable Law the first draft of the audited financial statements are to be provided to the Investor within 30 (thirty) days of the end of each Financial Year;

(b) as soon as available, but in any event not later than 45 (forty five) days after the end of each quarter the unaudited consolidated and standalone balance sheets of the Company and its Subsidiaries as at the end of such quarter and the related un-audited consolidated and standalone statements of income, statements of changes in shareholders' equity and statements of cash flows of the Company and its Subsidiaries for such quarter, all in reasonable detail and stating in comparative form the figures as of the end of and for the comparable periods of the preceding Financial Year and budgeted figures for the period, certified by the Chief Financial Officer of the Company; all such financial statements shall be complete and correct in all material respects and shall be prepared in conformity with GAAP and applied on a consistent basis throughout the periods reflected therein except as stated therein. Subject to Applicable Law the first draft of such financial statements are to be provided to the Investor within 30 (thirty) days of the end of each calendar quarter;

(c) At least 30 (thirty) days prior to the end of a Financial Year the management approved budget (including capital expenditure plans, borrowing plans, key targets, etc.) for the next Financial Year and the projections for immediately following 2 (two) Financial Years. For the Company the budget would be deemed to be management approved if such budget has been approved by the Managing Director and the Chief Financial Officer of the Company which is to be provided to the Investor at least 30 days prior to the end of each financial year. For each Subsidiary the budget of such Subsidiary shall be deemed to be management approved if such budget has been approved by the Managing Director or Chief Executive Officer of such Subsidiary;

(d) as soon as available, but in any event not later than 15 (fifteen) days after the end of each month, monthly MIS statements for the Company and each material Subsidiary detailing key operational performance indicators and statistics in such a format as shall have been mutually agreed by the Company and the Investor for this purpose;

(e) immediately and in any case within a maximum period of 7 (seven) Business Days of the Company becoming aware of the same the Company shall notify the Investor in writing of any:

(i) material judicial, quasi-judicial, statutory, regulatory or administrative proceedings; or

(ii) any material proceedings of any Government Authority other than as mentioned in (i); or

(iii) any other claims which individually or in the aggregate, involve an amount exceeding 5% (five percent) of the Company's consolidated net worth calculated using the Company's consolidated audited balance sheet for the immediately preceding Financial Year in which the Company became aware of such claim;

being filed or threatened against the Company or any Subsidiary. The Company shall also provide the Investor with all papers and information that the Company may have in relation to such proceedings or claims and shall keep the Investor periodically informed as to the progress and conduct of such proceedings and/or claims;

(f) immediately and in any case within a maximum period of 7 (seven) Business Days of the Company becoming aware of the same, the Company shall notify the Investor in writing of the occurrence of any event or circumstance which has a material adverse effect, or any event which with the giving of notice or passage of time or both could result in a material adverse effect. The Company shall provide the Investor with a monthly update in writing of such events along with monthly MIS. Upon any request being made in writing in this regard by the Investor to the Company, the Company shall also provide the Investor with all information that the Company may have in relation to any material adverse effect including any steps taken or proposed to be taken by the Company to mitigate such event or circumstance. For the purpose of this sub-clause, an event or circumstance shall be deemed to have a "**material adverse effect**" if such an event or circumstance shall cause (or may reasonably be expected to cause) an adverse impact of more than 5% (five percent) or more of the consolidated net worth of the Company or the Subsidiary (as may be applicable). Provided however that notwithstanding the forgoing, in the event that the Company and/or the Promoter shall be able to cure or remedy to the mutual satisfaction of the Company and the Investor) any event or circumstance which would cause a material adverse effect on the business activities, business plans, financial condition or credit standing of the Company or any Subsidiary or the Promoter within a period of 15 (fifteen) days from the date of such event or circumstance, then the same shall not be deemed to be a material adverse effect;

(g) Simultaneously with the Company circulating any documents or papers to the Board (or any committee thereof) in relation to any transactions with related parties, the Company shall also provide a copy of such documents or papers to the Investor. The term "related party" shall have the same meaning as set forth under Section 2(76) of the Companies Act, 2013.

127.3 In respect of any other information reasonably requested by the Investor, the Company or the Promoter shall (in its sole discretion) either: (i) provide the Investor with the said information, or (ii) permit the Investor (along with its advisors), with reasonable advance notice, to attend the offices of the Company or the Subsidiaries during normal office hours to examine such information. The Investor may at any time require that the information referred to in Article 127.2 above, be provided to the Investor Director or the Observer, in place of or in addition to the Investor.

127.4 It is clarified that upon the listing of the Equity Shares pursuant to the IPO/OFS in accordance with this Part II of these Articles, the Investor shall not have the information rights as provided in this Article 127.

128. EXERCISE OF RIGHTS

128.1 Without prejudice to the other provisions of this Part II of these Articles, the Promoter, the Other Shareholders, the Investor and the Company agree to exercise all powers and rights available to them (including their voting rights and their rights as and in respect of directors and shareholders) to give full effect to the provisions of this Part II of these Articles and so as to procure and ensure that the provisions of this Part II of these Articles are complied with in all respects by the Company, the Investor, the Promoter, the Other Shareholders and the Subsidiaries. The Investor, the Other Shareholders, the

Promoter and any other Person holding Equity Securities shall vote or cause to be voted all Equity Securities and the Company shall vote the securities of the Subsidiaries, bearing voting rights beneficially owned by it, at any annual or extraordinary meeting of shareholders of the Company and the Subsidiaries (as applicable) (the "**Shareholders Meeting**") or in any written consent executed in lieu of such a meeting of shareholders (the "**Written Consent**"), and shall take all other actions necessary to give full effect to the provisions of these Articles. In addition, the Investor, the Promoter, the Other Shareholders and any other Person holding Equity Securities shall vote or cause to be voted all Equity Securities and the Company shall vote or cause to be voted the securities of the Subsidiaries beneficially owned by it at any Shareholders Meeting or act by Written Consent with respect to such Equity Securities or securities of the Subsidiaries, upon any matter submitted for action by the Company's or the Subsidiaries' shareholders or with respect to which such shareholder has a right to vote or act by Written Consent, in conformity with the provisions of these Articles.

129. ANTI-DILUTION RIGHTS OF THE INVESTOR

129.1 The Investor shall have anti dilution protection in relation to any issuance of Equity Shares (including for this purpose where any Equity Shares are being issued as a result of the conversion of any Equity Securities or through the exercise of any rights to receive Equity Shares) that are issued by the Company after the Closing Date. In the event that at any time after the Closing Date the Company shall either issue:

(i) any Equity Shares at a price per Equity Share which shall be less than the Notional CCD Conversion Price; and/or

(ii) any instruments convertible into Equity Shares at a price per Equity Share that shall be less than the Notional CCD Conversion Price;

(such lesser price being the "**Lower Price**"), then subject to the provisions of Article 132.3, the number of Investor Converted Equity Shares to be issued and allotted by the Company to the Investor upon conversion of the Investor CCDs shall be such number of Equity Shares as shall be calculated in such manner or using such formula as shall have been mutually agreed in writing for this purpose by the Parties.

Provided that in the event that the Investor CCDs shall have been converted into Equity Shares prior to the Company issuing Equity Shares at a Lower Price and/or Equity Securities convertible into Equity Shares at a Lower Price, then the Promoter shall sell and Transfer Equity Shares to the Investor in such manner as shall have been mutually agreed in writing for this purpose by the Parties.

129.2 In the event that any time prior to conversion of the Investor CCDs the Company shall propose to issue any Equity Securities ("**Lower Price Securities**") at a Lower Price and due to the provisions of any Applicable Law such Lower Price cannot also be used to determine the number of Investor Converted Equity Shares to be issued to the Investor as contemplated under Article 129.1 above, then the Company shall be entitled to issue such Lower Price Securities provided that and subject to the Company and/or the Promoter having first provided the Investor with the same intended commercial benefit as the Investor would have received in the event that the Lower Price in question could have been used to determine the number of Investor Converted Equity Shares to be issued to the Investor (assuming for this purpose that there was no such restriction on using such Lower Price under any Applicable Law) including through the issuance of fresh Equity Securities to the Investor by way of a bonus issuance or a rights issuance of Equity Securities or through a top up of existing Equity Securities by the Promoter to the Investor or by any other method as shall be reasonably required by the Investor and reasonably acceptable to the Company and the Promoter.

130. PROMOTER TOP UP

130.1 The Promoter undertakes to the Investor that for any IPO/OFS of the Company, the enterprise value of the Company shall not be less than such value as shall have been mutually agreed in writing for this purpose by the Parties ("**IPO/OFS Minimum Enterprise Value**"). The minimum price per Equity Share shall be determined in such manner as shall have been mutually agreed in writing for this purpose by the Parties ("**Minimum IPO/OFS Share Price**"). In the event that the RHP Price shall be less than the Minimum IPO/OFS Price, then the Promoter shall, prior to the filing of RHP, sell and Transfer Equity Shares to the Investor in accordance with such provisions as shall have been mutually agreed in writing for this purpose by the Parties.

130.2 In the event that for any reason whatsoever after conversion of the Investor CCDs into the Investor Converted Equity Shares the Company shall issue any Equity Shares at a Lower Price or any Equity Securities convertible into Equity Shares at a Lower Price, then the Promoter shall, prior to the filing of RHP, sell and Transfer such number of unEncumbered Equity Shares ("**Other Top Up Shares**") to the Investor in such manner and at such cost as shall have been mutually agreed in writing for this purpose by the Parties. It is clarified that this provision shall continue to apply in the event that an RHP is filed but the IPO/OFS shall not take place and shall only cease to be effective on the completion of an IPO/OFS and the listing of the Equity Shares on the Exchanges.

130.3 The Other Shareholders shall provide the Investor with the applicable number of Equity Shares upon the occurrence of such events and in such manner and at such cost as shall have been mutually agreed in writing for this purpose by the Parties.

130.4 The Promoter shall compensate the Investor within such time frame in relation to such liability arising out of the acquisition of such Equity Shares by the Investor in such manner, using such formula and at such cost as shall have been mutually agreed in writing for this purpose by the Parties.

130.5 In the event that any Equity Shares shall have been transferred by the Promoter and/or the Other Shareholders to the Investor pursuant to this Article and the IPO/OFS shall not have taken place within such time period as shall have been mutually agreed in writing for this purpose by the Parties, then such consequences as shall have been mutually agreed in writing for this purpose by the Parties shall become applicable. It is hereby clarified that in the event an RHP shall have been filed but the IPO/OFS shall not have been completed and the Equity Shares listed on the Exchanges within such time period as shall have been mutually agreed in writing for this purpose by the Parties, then the Investor shall continue to be entitled to such rights/entitlements as shall have been mutually agreed in writing for this purpose by the Parties.

130.6 The Promoter and the Other Shareholder shall ensure that any Equity Shares transferred to the Investor pursuant to this Article 130 shall be transferred by a Person who shall meet such criteria as shall have been mutually agreed in writing for this purpose by the Parties.

131. TRANSFER OF EQUITY SECURITIES AND OTHER SHARES

131.1 So long as the Investor shall hold any Equity Securities, the Promoter and the Other Shareholders shall at all times hold, in the aggregate, such number of fully paid Equity Shares that shall be equal to such percentage of the fully paid up Equity Share capital on a fully diluted basis as shall have been mutually agreed in writing for this purpose by the Parties ("**Minimum Promoter Shareholding**"). It is clarified that the Minimum Promoter Shareholding shall include such Equity Shares as shall have been mutually agreed in writing for this purpose by the Parties. Save and except for such Encumbrance as shall have been mutually agreed in writing for this purpose by the Parties, the Promoter and the Other Shareholders shall ensure that so long as the Investor shall hold any Equity Securities, the Promoter and the Other Shareholders (as applicable) shall not create any Encumbrance over/in or otherwise Transfer the Minimum Promoter Shareholding. It is hereby acknowledged and agreed that as of the Execution Date the Existing NCD Charged Shares have been charged by way of a pledge created in favour of the Existing NCD Trustee for the purposes of securing the Existing NCDs and upon such pledge over the Existing NCD Charged Shares being vacated in accordance with its terms and the Existing NCD Trustee ceasing to hold such charge, the Existing NCD Charged Shares shall be subject to the provisions of this Article 131.

131.2 Subject to the other provisions of this Article 131 (including Article 131.1) and save and except for such Equity Shares as shall have been mutually agreed in writing for this purpose by the Parties, each of the Promoter and each of the Other Shareholders shall be entitled to Encumber the Equity Shares that are owned by it for such purposes as shall have been mutually agreed in writing by the Parties subject to such restrictions on the lender in question as shall have been mutually agreed in writing for this purpose by the Parties. It is expressly agreed that the aggregate number of Equity Shares that may be Encumbered by the Promoter and/or any of the Other Shareholders pursuant to this Article 131.2 shall not exceed such percentage of the fully paid up Equity Share capital on a fully diluted basis as shall have been mutually agreed in writing for this purpose by the Parties.

131.3 The Company shall be entitled to Encumber upto such percentage of the ECL Equity Share Capital as shall have been mutually agreed in writing for this purpose by the Parties only for such purposes as shall have been mutually agreed in writing for this purpose by the Parties.

131.4 The Promoter Shareholders shall be entitled to create an Encumbrance over such number of equity shares of NEPL that shall not exceed such percentage of the fully paid equity share capital of NEPL calculated on a fully diluted basis as shall have been mutually agreed in writing for this purpose by the Parties. NEPL and the Other Shareholders shall ensure compliance by the Promoter Shareholders of the provisions of this Article 131.4

131.5 Subject to the other provisions of this Article 131 (including Article 131.1), in the event that NEPL is desirous of undertaking any Transfer of any of its Equity Securities to any Promoter Transferee, then NEPL shall ensure that such Promoter Transferee execute the Assignment and Assumption Agreement. Upon execution of the Assignment and Assumption Agreement by the Promoter Transferee, then the term "**Promoter**" in this Part II of these Articles shall be deemed to mean collectively NEPL and the Promoter Transferee, and this Part II of these Articles shall be interpreted accordingly. It is clarified that in such an event that NEPL and the Promoter transferee shall be joint and severally liable to abide by/fulfil the duties and obligations of the Promoter under this Part II of these Articles. Subject to the other provisions of this Article 131 (including Article 131.1), in the event that an Other Shareholder is desirous of undertaking any Transfer of any of its Equity Securities ("**Other Shareholder Transferor**") to any Other Shareholder Transferee, then such Other Shareholder Transferor shall ensure that the Other Shareholder Transferee in question executes the Assignment and Assumption Agreement. Upon execution of the Assignment and Assumption Agreement by an Other Shareholder Transferee, then the term "**Other Shareholders**" in this Part II of these Articles shall be deemed to mean collectively the Other Shareholders (including the applicable Other Shareholder Transferor) and such Other Shareholder Transferee, and this Part II of these Articles shall be interpreted accordingly. It is clarified that in such an event that each Other Shareholder Transferor as well as the applicable Other Shareholder Transferee for such Other Shareholder Transferor shall be jointly and severally liable to abide by/fulfil the duties and obligations of such Other Shareholder Transferor under this Part II of these Articles.

131.6 It is expressly agreed that at no time shall any Encumbrance be created in favour of any Restricted Entity over:

(a) any ECL Shares;

(b) Equity Shares; or

(c) Promoter Shareholder Shares in excess of such percentage of the fully paid equity share capital of the Promoter on a fully diluted basis as shall have been mutually agreed in writing for this purpose by the Parties;

131.7 Tag Along

(a) In the event that the Promoter or any Other Shareholder shall propose to, directly or indirectly, sell and Transfer any Equity Securities ("**Offered Securities**") held by it (the Promoter or applicable Other Shareholder being hereinafter the "**Transferor**") to any third party purchaser who shall not be a Tag Excluded Purchaser ("**Third Party Purchaser**"), then prior to completion of such Transfer the Transferor shall issue a written notice to the Investor ("**Tag Notice**") informing the Investor that the Transferor is proposing to sell and Transfer the Offered Securities and providing the following details: (i) the full name of the Third Party Purchaser; (ii) the number and type of Offered Securities proposed to be Transferred; (iii) the proposed price for the Offered Securities on a per Equity Share basis ("**Tag Price**") as well as the form of consideration and principal terms and conditions of the proposed Transfer (along with a representation by the Transferor that no other consideration would be payable by the Third Party Purchaser); (iv) and a representation by the Transferor that the Third Party Purchaser has been informed of the Tag Along right of the Investor and has agreed to purchase all the Equity Securities required to be purchased by it upon the exercise of the Tag Along.

(b) Upon receipt of the Tag Notice the Investor will have the right ("**Tag Along**") to participate upto all of the Equity Securities held by the Investor by delivering a written notice in this regard ("**Tag Response Notice**") within such time period as shall have been mutually agreed in writing

for this purpose by the Parties (such agreed time period being the "**Tag Response Period**") to the Transferor notifying the Transferor of the Investor's exercise of the Tag Along right and stating the number of Equity Securities proposed to be transferred by the Investor at the same price on a per Equity Share basis as the Tag Price (such number of Equity Securities proposed to be transferred by the Investor being the "**Tagged Securities**"). In the event that a Transferor shall have issued a Tag Notice and the Investor does not issue a Tag Response Notice within the Tag Response Period, then the Investor shall be deemed to have waived its exercise the Tag Along right in relation to the sale and Transfer of the Offered Securities mentioned in the Offer Notice and the Transferor shall be entitled to sell and Transfer the Offered Securities to the Third Party Purchaser at the same price on a per Equity Share basis as the Tag Price. Provided however that any such sale and transfer of Offered Securities by the Transferor to the Third Purchaser shall be completed within such time period as shall have been mutually agreed in writing for this purpose by the Parties. In the event such sale and Transfer of the Offered Securities shall not be completed within such time period, then the Transferor shall not conduct any sale and Transfer of the Offered Securities without again complying with the provisions of this Article 131.7.

(c) In the event that the Investor shall have issued the Tag Response Notice, then the Transferor shall not be entitled to sell and Transfer any of the Offered Securities to the Third Party Purchaser unless the Third Party Purchaser also simultaneously purchases and pays for the Tagged Securities at the same price on a per Equity Share basis as the Tag Price. Any such sale to the Third Party Purchaser shall be completed within such time period as shall have been mutually agreed in writing for this purpose by the Parties. The Investor shall not be required to provide any representations or warranties to the Third Party Purchaser, other than customary representations and warranties in relation to the corporate status of the Investor, corporate authority of the Investor and ability to sell the Tagged Securities as well as in respect of its title to the Tagged Securities. In the event that the sale and Transfer of the Offered Securities and the Tagged Securities shall not be completed within the abovementioned time period, then the Transferor shall not conduct any sale and Transfer of the Offered Securities without again complying with the provisions of this Article 131.7.

(d) It is clarified that:

(i) the Tag Along shall not be applicable for any sale and Transfer of Equity Securities by the Promoter any Other Shareholder to any Tag Excluded Purchaser. Provided that in the event after any Transfer of Equity Securities by the Promoter or any Other Shareholder to any Person who shall meet such criteria as shall have been mutually agreed in writing for this purpose by the Parties for being defined as a Tag Excluded Purchaser, such Person thereafter ceases to meet such mutually agreed criteria, then the Promoter or Other Shareholder (as applicable) shall ensure such Person shall immediately transfer back the Equity Securities in question to the Promoter or Other Shareholder (as applicable);

(ii) Any sale/transfer of securities in any entity ("**Transferor Entity**") that directly or indirectly holds any Equity Securities shall be deemed to be an indirect sale of the Equity Securities by such Transferor Entity in the event that the beneficial interest in such Equity Securities is changing as a result of such transfer of securities in the Transferor Entity;

(iii) Any sale and transfer of Equity Securities by the Promoter or any Other Shareholder shall at all times be subject to the provisions of Article 131.1;

(iv) In the event any Government Approvals are required for the transfer of any Tagged Securities, then the respective Party shall be solely responsible for obtaining such Government Approval (at the cost and expense of the Third Party Purchaser) with the other Parties providing necessary assistance in this regard (at the cost and expense of the Third Party Purchaser). Further it is agreed that where any Government Approvals are required for any Transfer of any Offered Securities or any Tagged Security then notwithstanding the provisions of sub-Articles (b) and (c) above, a period of such duration as shall have been mutually agreed in writing for this purpose by the Parties would be provided to obtain such Government Approvals and the time periods

mentioned in sub-Articles (c) and (d) above for completion of the sale of Offered Securities or Tagged Securities (as may be applicable) shall be deemed to be extended by the applicable time period that shall have been mutually agreed in writing for this purpose by the Parties for this purpose; and

(v) Any sale and transfer of Equity Securities shall be on a spot delivery basis.

131.8 At all times the Investor shall be entitled to freely sell and Transfer any and all Equity Securities held by the Investor to any Affiliate of the Investor who shall not be a Strategic Investor along with a corresponding assignment/transfer of its rights, duties, entitlements and obligations under this Part II of these Articles to such Affiliate without the requirement of any consent or approval of the Company, the Promoter or any Other Shareholder. It is however clarified that any Affiliate acquiring any Equity Securities from the Investor shall be required to execute and deliver an Assignment and Assumption Agreement to the Company. It is further clarified that such Affiliate should not be a Strategic Investor.

131.9 During the IPO Period and subject to the Promoter being provided the ROFO pursuant to the provisions of Article 131.10, the Investor shall be entitled to freely sell and Transfer the Equity Securities held by the Investor with a corresponding assignment/transfer by the Investor of its rights, duties, entitlements and obligations under this Part II of these Articles to any Investor Eligible Transferee without the requirement of any consent or approval of the Company, the Promoter or any Other Shareholder. It is however clarified that any Investor Eligible Transferee acquiring any Equity Securities from the Investor shall be required to execute and deliver an Assignment and Assumption Agreement to the Company.

131.10 Prior to any sale and Transfer of Equity Securities by the Investor pursuant to the provisions of Article 131.9, the Investor shall first provide a right of first offer to the Promoter in relation to such Equity Securities ("**ROFO**") by delivering a written notice in this regard to the Promoter ("**ROFO Notice**") detailing the number of Equity Securities that the Investor proposes to sell and Transfer ("**ROFO Shares**"). The Promoter shall have such time period as shall have been mutually agreed in writing for this purpose by the Parties ("**ROFO Period**") to exercise the ROFO by responding in writing to the Investor ("**ROFO Response**") with an offer to purchase all (and not some) of the ROFO Shares and providing a cash price at which the Promoter (or its nominee) wished to purchase the ROFO Shares ("**ROFO Price**"). In the event that the Promoter shall not issue a ROFO Response within the ROFO Period to purchase all of the ROFO Shares, then the Investor shall be entitled to sell and Transfer the ROFO Shares to any Investor Eligible Transferee at any price and at whatever terms the Investor sees fit within such time period such time period as shall have been mutually agreed in writing for this purpose by the Parties ("**Third Party Sale Period**") subject to the Investor Eligible Transferee executing and delivering an Assignment and Assumption Agreement to the Company. In the event that the Promoter shall have duly issued a ROFO Response within the ROFO Period to purchase all of the ROFO Shares, then the Investor shall have such time period as shall have been mutually agreed in writing for this purpose by the Parties ("**Sale Period**") to require the Promoter (or any Person nominated in this regard by the Promoter) to purchase the ROFO Shares at the ROFO Price. In the event that the Investor wishes to accept the offer made by the Promoter in the ROFO Response to purchase the ROFO Shares at the ROFO Price, then the Investor shall be required to issue a written notice ("**Acceptance Notice**") to the Promoter accepting the offer made by the Promoter in the ROFO Response Notice to purchase the ROFO Shares at the ROFO Price. The Promoter (or its nominee) shall complete the purchase of the ROFO Shares from the Investor at the ROFO Price within such time period as shall have been mutually agreed in writing for this purpose by the Parties. In the alternative to selling the ROFO Shares to the Promoter (or its nominee), during the Sale Period the Investor shall also be entitled to sell and Transfer the ROFO Shares to any Investor Eligible Transferee at any price which shall be higher than the ROFO Price. In the event that the Investor does not complete the sale and Transfer of the ROFO Shares to an Investor Eligible Transferee within the Third Party Sale Period or during the Sale Period, as may be applicable, the Investor shall be required to again offer the Equity Securities in question to the Promoter and the provisions of this Article 131.10 shall again be applicable. Any sale of ROFO Shares pursuant to this Article shall be done on a spot delivery basis. It is clarified that after expiry of the IPO Period, the Investor shall cease to be required to provide the ROFO to the Promoter within Third Party Sale Period.

131.11 After expiry of the IPO Period the Investor shall be entitled to sell and Transfer the Equity Securities held by the Investor to any Person whosever (including any Strategic Investor) that the Investor may deem fit with a corresponding assignment/transfer by the Investor of its rights, duties, entitlements and obligations under this Part II of these Articles subject to such Person executing and delivering to the

Company an Assignment and Assumption Agreement to the Company. It is clarified that in such an event the Promoter shall not have any ROFO in relation to any Equity Securities being sold by the Investor.

131.12 The Investor shall not be required to Encumber any of its Equity Securities in the Company, or provide any guarantee, recourse or any other support to any Person, including, to any banks or financing institutions providing credit facilities to the Company or its Subsidiaries.

131.13 Subject to any Applicable Law, the Company must register a transfer of any Equity Securities made in compliance with this Article 131.

131.14 **Execution of Assignment and Assumption Agreement**

Any Person to whom Equity Securities are transferred pursuant to this Article 131 (or otherwise in accordance with these Articles) shall agree in writing to be bound by the terms and conditions of this Part II of these Articles by executing an Assignment and Assumption Agreement and delivering the executed Assignment and Assumption Agreement to the Company.

131.15 Any Transfer or attempted Transfer of any Equity Securities of the Company in violation of this Part II of these Articles shall be void, no such Transfer shall be recorded on the Company's register and the purported transferee of any such Transfer shall not be treated as a holder of such Equity Securities.

132. IPO AND EXIT RIGHTS

132.1 The Company shall list its Equity Shares in India through an IPO/OFS within the IPO Period.

132.2 Any IPO/OFS being undertaken by the Company shall be required to satisfy each of the following terms and conditions:

(a) The IPO/OFS shall not occur prior to such date as shall have been mutually agreed in writing for this purpose by the Parties;

(b) Pursuant to the IPO/OFS the Equity Securities shall be listed or quoted on both of the Exchanges;

(c) the IPO/OFS complies with all Applicable Laws; and

(d) the offering is for the IPO/OFS undertaken in compliance with this Article 132.

132.3 The per Equity Share price at which the Equity Shares are to be listed on the Exchanges shall not be less than the Notional CCD Conversion Price or the Lower Price (if applicable) at which the Investor CCDs shall have been converted by the Company into Investor Converted Equity Shares. For the abovementioned purpose the price per Equity Share as detailed in the RHP to be filed by the Company for the listing of its Equity Shares shall be used ("**RHP Price**"). In the event that a price band per Equity Share is proposed to be disclosed in the RHP, then the lower end of such price band would be deemed to be the RHP Price. In the event that the RHP Price shall be lower than either the Notional CCD Conversion Price or the Lower Price (if applicable), then the Investor CCDs shall be converted into Investor Converted Equity Shares using such formula as shall have been mutually agreed in writing for this purpose by the Parties.

132.4 The Investor CCDs shall be converted by the Company into fresh Equity Shares being the Investor Converted Equity Shares in accordance with the provisions of these Articles and the applicable provisions of any other written agreement entered into by the Company, NEPL and the Investor on the last possible date immediately prior to the Company filing the RHP for the IPO/OFS of its Equity Shares.

132.5 In addition to the primary issuance of Equity Shares being offered by the Company to the public as part of the IPO/OFS, subject to any restrictions under Applicable Law, the Investor shall, in priority to any other Equity Shareholder including but not limited to the Promoter, have the right (but not an obligation) to offer for sale as part of the IPO/OFS some or all of the Equity Shares held by the Investor after conversion of the Investor CCDs ("**Secondary Sale Right**"). The Secondary Sale Right shall be exercised by the Investor through delivery of a written notice to the Company and the Promoter in which the Investor shall notify the exercise of the Secondary Sale Right ("**Secondary Sale Notice**") and the maximum number of Equity Shares proposed to be offered by the Investor, at its sole discretion as part

of the IPO/OFS ("**Secondary Sale Shares**"). In the event that the Investor shall deliver the Secondary Sale Notice, the Company and the Promoter shall ensure that the IPO/OFS shall be of sufficient size to allow the Investor to offer the Secondary Sale Shares as part of such IPO/OFS. The Promoter agrees that it shall only be entitled to offer any of Equity Shares held by the Promoter as part of the offer for sale component of existing Equity Shares for the IPO/OFS in the event that the size of the IPO/OFS shall be higher than the value of the Secondary Sale Shares.

132.6 The Company and Promoter acknowledge that the Investor is a financial investor in the Company and does not hold any Equity Shares, under any circumstances, which shall be referred to or otherwise considered as a 'promoter' of the Company in connection with any IPO/OFS or any documents filed in connection therewith. Nothing in this Part II of these Articles shall require the Investor to undertake anything that may result in any of them becoming a 'promoter' of the Company under the ICDR Regulations or other Applicable Law. The Company and the Promoter shall take all necessary steps to ensure that the Investor shall not be considered to be a 'promoter' of the Company for any reason whatsoever and the Equity Shares held by the Investor shall not be subject to any lock-in/other restriction applicable to a 'promoter' (in each case as defined under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended or supplemented from time to time ("**ICDR Regulations**")) in terms of the ICDR Regulations or as otherwise may be prescribed for a promoter under other Applicable Law. If the number of Equity Shares held by the Promoter and available to be locked in as the minimum promoter's contribution under the ICDR Regulations or as otherwise prescribed under Applicable Law are not sufficient for such purposes as prescribed by Applicable Law, the Company shall, and the Promoter shall cause the Company to, approach SEBI to seek a dispensation or appropriate order in respect of such requirements as to avoid such lock in. If SEBI denies any such dispensation, or if no order is forthcoming from SEBI within a period of 90 (Ninety) days (or such other extended period as may be agreed to by the Investor) after an application in this behalf is made by the Company, the Promoter shall cause any or all the Equity Shareholders (other than the Investor and any other financial investor) to proportionately earmark such quantity or all of their Equity Shares as may be necessary towards any such lock in as the minimum promoter's contribution. The Investor shall not be required to provide any information in connection with any IPO/OFS other than in relation to the Equity Shares being offered for sale by the Investor or the minimum information required to be provided by them under the ICDR Regulations in relation to its Equity Shares. In addition, the Investor shall not be required to provide or make any representations or warranties in any prospectus filed by the Company (including the RHP) for the purposes of the IPO/OFS save and except in relation to its title to any Secondary Sale Shares which the Investor is proposing to offer for sale as part of the IPO/OFS. In the event that the Investor shall offer any Secondary Sale Shares as part of an offer for sale component for the IPO/OFS, the Company shall indemnify and hold harmless the Investor from and against any and all Losses caused by (a) any untrue statement contained in prospectus relating to such offer for sale subject to the Investor not having provided such untrue statement; or (b) caused on account of any omission to state a fact required to be stated therein or necessary to ensure the statements therein are not misleading subject to the Investor not being informed in writing of the requirement to state such fact.

132.7 Subject to Applicable Law, all costs and expenses relating to the IPO/OFS including without limitation registration, listing, filing and qualification fees as well as printing, underwriting, selling and distribution costs shall be borne by the Company. In the event that due to the provisions of Applicable Law the Company is not permitted to bear all of the costs and expenses of the IPO/OFS, then the cost of the offer for sale portion of the IPO/OFS shall be borne by the Persons offering Equity Shares as part of the IPO/OFS in the proportion to the number of Equity Shares being offered by such Persons.

132.8 The Investor shall be kept duly informed by the Company and the Promoter of the progress of the IPO/OFS which shall include (but not be limited to): (a) providing the Investor in a timely manner with the draft form of the draft red herring prospectus, the RHP and other filings to be made in relation to the IPO/OFS; (b) providing the Investor within such time period as shall have been mutually agreed in writing for this purpose by the Parties with the approximate proposed size of the IPO/OFS as well as the approximate price or price band at which the Equity Shares are proposed to be listed; and (c) providing the Investor such time period as shall have been mutually agreed in writing for this purpose by the Parties with the exact quantum of Equity Shares being offered by the Company as well as the Other Shareholders and the exact price or price band at which the Equity Shares are to be listed on the Exchanges. It is clarified that the Investor shall be entitled to exercise the Secondary Sale Right (at its sole discretion) regardless of the Company and the Promoter having provided the Investor with the abovementioned information detailed in (b) and (c) above. The Investor shall also be provided with all access to the

selected investment banker(s), syndicate members, underwriters and all other advisors (collectively "**IPO Advisors**") appointed for the purposes of the IPO/OFS, for any discussions or queries that the Investor may have in relation to the IPO Advisors, the IPO/OFS and the process of the IPO/OFS. Whenever reasonably possible, the Investor shall be invited to meetings or discussions with the IPO Advisors in relation to the IPO/OFS. The Company and the Promoter shall ensure that all documents relating to the IPO, including any prospectus and other submissions to the applicable regulatory authorities and Government Authority are made available to the Investor (and counsel to the Investor) for their review and comments and shall consider in good faith any comments received from the Investor within such time limit as the Company may reasonably require, prior to submission to such authorities and agencies.

132.9 The Company and Promoter agree and acknowledge that in relation to any IPO/OFS it shall be the sole responsibility of the Company and the Promoter to ensure that the number of Equity Shares being offered to the public as part of the IPO/OFS (i.e. the number of fresh Equity Shares proposed to be offered to the public by the Company and the number of existing Equity Shares being offered to the public by the Equity Shareholders in accordance with the provisions of this Part II of these Articles) shall be at least such minimum number as shall be prescribed in this regard under Applicable Law.

132.10 In the event that the Company shall undertake the IPO/OFS, the Promoter shall cause the Company to take all steps necessary for complying with its obligations in relation to the IPO/OFS. The Company and the Promoter shall ensure that the IPO/OFS shall be completed within a maximum period of 30 (thirty) days from the date of filing of the RHP.

132.11 Other exits

132.11.1 In the event that the Equity Shares are not listed on the Exchanges by the expiry of the IPO Period for whatever reason, then immediately upon the expiry of the IPO/OFS Period the Company and the Promoter shall initiate steps to provide an exit to the Investor by way of an acquisition of all Equity Securities held by the Investor at an amount which shall be at least equivalent to the Investor Return. Such exit shall be completed prior to the expiry of a period of 54 (fifty four) months from the Closing Date.

132.11.2 Without prejudice to the Company's and the Promoter's obligation to initiate steps to provide an exit for the Investor as detailed in Article 132.11.1, immediately upon the expiry of the IPO Period, the Promoter shall unconditionally and irrevocably create a charge by way of a pledge in favour of the Investor over such number of unEncumbered Equity Shares that are held by the Promoter over such number of Equity Shares and for such purpose and in such manner as shall have been mutually agreed in writing for this purpose by the Parties. The Company and the Promoter shall have such obligations in relation to the creation of such pledge as shall have been mutually agreed in writing for this purpose by the Parties.

132.11.3 As part of any sale of the Investor CCDs (or Investor Converted Equity Shares) by the Investor to any third party acquirer, after expiry of the Additional Exit Period, the Investor shall also have the right (but not obligation) to cause a sale of such Equity Shares held by the Promoter as well as some or all of the Equity Shares held by the Other Shareholders in such a manner, at such time and for such purposes as shall have been mutually agreed in writing for this purpose by the Parties.

132.11.4 It is clarified that the rights of the Investor under Articles 132.11.2 and 132.11.3 are independent of each other and the exercise of one of the exit option/right by any Investor shall not prejudicially affect (in any manner whatsoever) the other exit option/right available to the Investor.

132.11.5 In relation to any exit to be provided to the Investor pursuant to this Article 132.11 after expiry of the IPO Period, then the Promoter, Other Shareholders and the Company irrevocably and unconditionally agree and undertake to cooperate with the Investor (and the applicable third party acquirer acquiring Equity Securities from the Investor) for such exercise of rights (including in relation to the transfer of the applicable number of Equity Shares to the third party acquirer in question).

132.11.6 In the event:

(a) that pursuant to the provisions of Article 132.11 the Investor shall have been provided with an exit from the Company, including by way of sale of all of its Equity Securities within the Additional Exit Period, then such exit shall be completed with the Investor receiving an amount

which shall be at least at such value as shall have been mutually agreed in writing for this purpose by the Parties (such value being hereinafter "**Investor Return**");

(b) the Investor shall exit from the Company after expiry of the Additional Exit Period by way of sale of all of the Investor's Equity Securities through an exercise of its rights under Article 132.11, then it is clarified that such exit shall be done at such value which shall at a minimum provide the Investor with the Investor Return. For this purpose it is hereby agreed that in the event the sale proceeds directly received by the Investor from sale of the Investor CCDs (or resultant Equity Shares) shall be less than the Investor Return, then such consequences as shall have been mutually agreed in writing for this purpose by the Parties shall become applicable.

132.11.7 It is also agreed and acknowledged that the obligations under this Article 132.11 are irrevocable and shall not be terminated, suspended or adversely affected in any manner by the deterioration of the Company's financial situation, the interruption of the Company's operations, the filing of any proceedings by or against the Company or Promoter under any other circumstances whatsoever.

133. UNDERTAKINGS & COVENANTS

133.1 So long as the Investor holds any Equity Security:

(a) The Company shall ensure that any transaction (including in relation to the providing by the Company of any guarantee, indemnity, surety or security to any third party) with any related party (as defined under the Companies Act, 2013 and applicable rules and regulations made thereunder) of the Company which: (a) shall not be on an arms-length basis and which shall exceed Rs. 20,00,00,000/- (Rupees Twenty Crores only), shall require the prior approval of the Audit Committee of the Board as well as that of the Board; (b) shall be on an arms-length basis, shall be placed before the Board for approval/ratification in accordance with the provisions of the Act. Without prejudice to the generality of the forgoing, the Company or any of its Subsidiaries shall not in any manner, directly or indirectly, pay, repay or prepay any management or other fees to any of their respective shareholders and/or their respective Affiliates. Provided however that it is clarified that the Company shall be entitled to make payment of commission to such Person who shall be a Director and for such amounts as shall have been mutually agreed in writing for this purpose by the Parties;

(b) Other than in the Ordinary Course of Business, neither the Company nor any of its Subsidiaries shall, whether by way of a single transaction or a series of transactions (whether related or not and whether voluntary of involuntary), directly or indirectly:

(i) to sell, assign, pledge, lease, hypothecate, mortgage, transfer or otherwise dispose of any of its assets in excess of such limits as shall have been mutually agreed in writing for this purpose by the Parties;

(ii) to purchase or otherwise acquire any right, title or interest in any assets in excess of such limits as shall have been mutually agreed in writing for this purpose by the Parties; or

(iii) save and except where the same is to be provided for the benefit of any Subsidiary, provide any guarantee and/or any form of indemnification, surety and/or security in respect of, the liability (including without limitation any kind of Indebtedness) of any third party;

(c) the Company or any of its Subsidiaries shall not make any amendments to its respective Organisational Documents which adversely affects the rights of the Investor;

(d) the Company and its Subsidiaries shall use as their respective statutory auditors any one of firms that shall have been mutually agreed in writing for this purpose by the Parties;

(e) in the event that any lender who has provided any form of Indebtedness to the Company declares that the Company has committed a default (howsoever defined) under the terms of any agreement or contract entered into by the Company with such lender and the Company fails to remedy such default, then any subordinated debt shall be immediately converted into Equity Shares (such conversion to take place prior to conversion of Investor CCDs). Further in relation

to any debt to be provided by any Restricted Entity then such additional conditions as shall have been mutually agreed in writing for this purpose by the Parties shall also become applicable;

(f) The Company shall make any amendment to the Company's incentive accrual policy in relation to any industrial policy incentives made available by any Government Authority or under Applicable Law only in such circumstances as shall have been mutually agreed in writing for this purpose by the Parties;.

(g) Unless the Investor CCDs have been converted into Equity Shares or the same economic benefit is provided to the holders of the Investor CCDs, the Company shall not declare, pay or make any dividend or other payment or distribution of any kind on or in respect of any class of its shares;

(h) At least such percentage of the Equity Share capital as shall have been mutually agreed in writing for this purpose by the Parties calculated on a fully diluted basis (excluding for the purposes of such calculation the Equity Securities held by the Investor) shall at all times be held by one or more Persons who shall each be 'person resident in India' as defined under the Foreign Exchange Management Act, 1999 (as may be amended, modified or reenacted from time to time);

(i) The Company shall (and shall procure that all of its Subsidiaries shall):

(i) comply with material Applicable Laws in all material respects, which are required for the continuous and uninterrupted operation of the conduct of its business and operations; and

(ii) maintain all material Consents required under Applicable Law for the conduct of its business and operations;

(j) The Company and the Subsidiaries shall, in the Ordinary Course of Business, not enter into a non-arm's length transaction with Kotak Mahindra Bank or any of its Subsidiaries or Affiliates. In the event the Company or any Subsidiary seeks to enter into a non-arm's length transaction with Kotak Mahindra Bank or any of its Subsidiaries or Affiliates, then it shall first inform the Investor in writing of such proposed non-arm's length transaction, it being clarified and understood that the Investor shall, in turn, be required to inform its own respective investors of such proposed non-arm's length transaction as received by the Investor from the Company or Subsidiary (as applicable);

(k) The Company shall remain a public limited company.

133.2 Until such time such financial threshold or benchmark that shall have been mutually agreed in writing for this purpose by the Parties shall be fulfilled, without the prior written consent of the Investor, the Company (and its Subsidiaries where applicable) shall not:

(i) incur in any form any additional Indebtedness other than for the purposes of refinancing any existing Indebtedness;

(ii) undertake any merger, spin-off, consolidation, reorganization or implement any scheme of amalgamation or reconstruction. However, this shall not restrict the Company from making any investments, acquisitions or entering any joint ventures without seeking the prior written consent of the Investor.

In the event that the Company (or any of its Subsidiaries) are desirous of undertaking any of the abovementioned actions, then the Company shall deliver a written request to the Investor in this regard which shall be accompanied by all relevant information that may be reasonably required to evaluate such request ("**Company Request**"). The Investor shall have a period of 15 (fifteen) calendar days from the date of receipt of the Company Request to review the request being made and to request the Company to provide any clarifications that the Investor may require at its sole discretion. The Investor shall have a period of 30 (thirty) days from the date of receipt of a Company Request to provide (or withhold) its consent which the Investor may do at its sole discretion provided however that in the event the Investor shall not have responded to a Company Request within the abovementioned period of 30 (thirty) days, then the Investor shall be deemed to have provided its consent to such Company Request.

134. FALL AWAY OF RIGHTS IN THE EVENT OF AN IPO/OFS

134.1 The rights of the Investor under this Part II of these Articles shall, without the requirement of any further action or deed by any of the Parties, stand terminated on the date of the filing of the RHP by the Company with the Exchanges on which the listing and trading of the Equity Shares is proposed to be undertaken pursuant to the IPO/OFS.

134.2 In the event the listing of the Equity Shares on the Exchanges does not occur within 30 (thirty days) of the Company filing the RHP with the Exchanges (or such other date as may be extended in writing by mutual agreement amongst the Promoter and the Investor), then this Part II of these Articles shall be deemed to have been reinstated in its entirety.

134.3 The Parties agree that the provisions of this Article 134 shall survive the cessation of the applicability of this Part II of these Articles and each Party hereby undertake to take all reasonable steps to give effect to the provisions of this Article 134.

135. ANNOUNCEMENTS AND CONFIDENTIALITY

135.1 **Confidentiality**

135.1.1 Each Party shall keep all Confidential Information confidential and shall not divulge the Confidential Information to any other Person or use the Confidential Information, other than for the purposes set out in Article 135.1.2 (the "**Permitted Purpose**"). The Parties agree to disclose the Confidential Information only to such Persons who (a) need the information for a Permitted Purpose and (b) are informed by the Party of the confidential nature of the Confidential Information.

135.1.2 The Permitted Purposes include disclosure of the Confidential Information:

(a) to each Party's holding companies, Affiliates, investment manager, investment advisor, management companies, direct and indirect shareholders, unitholders, subsidiaries and each subsidiary of each Party's holding companies and (where applicable) representative and branch offices in any jurisdiction (the "**Group**");

(b) by a Party or its Group:

(i) to any Government Authority having jurisdiction over the affairs of a Party or its Group, to the extent requested or required; and

(ii) where required by any applicable Laws of any country with jurisdiction over the affairs of a Party or its Group,

provided that in each case, to the extent practicable and legally permissible, the disclosing party shall:

A. provide the other Parties with prompt written notice thereof so that the other Parties may seek (with, to the extent practicable and legally permissible, the reasonable cooperation of the disclosing party) a protective order, confidential treatment or other appropriate remedy, and

B. furnish only that portion of the information which is reasonably necessary for the purpose at hand.

(c) to each Party's or each Party's Group's directors, employees, professional advisors (including legal advisors and tax advisors), auditors, insurers, investors or limited partners, who need to be aware of the Confidential Information and who are subject to a duty of confidentiality to that Party or that Party's Group (together with each Party's Group, the "**Permitted Persons**");

(d) to any bank or financial institution that has entered or proposes to enter into any credit arrangements with the Company or the Promoter or its Affiliates, who need to be aware of the Confidential Information for the purposes of entering into such credit arrangements and who has entered into a confidentiality agreement or is otherwise subject to confidentiality obligations

(in the normal course of their operations) which in each case are on terms substantially similar to this Article 135.1;

(e) to any merchant banker, arranger, manager, underwriter or sponsor appointed by the Company and/or the Promoter in connection with any proposed initial public offering of any shares of the Company, who has entered into a confidentiality agreement or is otherwise subject to confidentiality obligations (in the normal course of their operations) which in each case are on terms substantially similar to this Article 135.1;

(f) to any proposed syndicatee, transferee or proposed transferee of the Investor's Equity Securities or any other rights or claims of such Investor under the Transaction Documents, or a potential investor in a Party or its Affiliates provided that such proposed syndicatee, transferee, proposed transferee or potential investor has entered into a confidentiality agreement on terms substantially similar to this Article 135.1;

(g) to the professional advisors (including legal advisors and tax advisors) of each of the Persons listed in Articles 135.1.2 (c), 135.1.2 (d), 135.1.2 (e) or 135.1.2 (f) who need to be aware of the Confidential Information and are, as applicable, subject to a duty of confidentiality to each of those Persons or entered into a confidentiality agreement or is otherwise subject to confidentiality obligations (in the normal course of their operations) which in each case are on terms substantially similar to this Article 135.1;

(h) to the extent necessary to enable or facilitate the performance or enforcement of this Part II of these Articles, or any Transaction Document including the transactions contemplated under the Transaction Documents;

(i) to the extent necessary to comply with any audit or requirements under Applicable Law;

(j) by a Party to any other third party to the extent consented to in writing by the other Parties.

135.2 Announcements

Unless otherwise required by any Applicable Law, no formal or informal public announcement, press release or other public communication or public disclosure which makes reference to any of the matters referred to in this Part II of these Articles, shall be made or issued by or on behalf of any Party or (to the extent that it is able to procure) its Affiliates without the prior written approval of the Company, the Promoter and the Investor, which approval shall not be unreasonably withheld or delayed.

135.3 Remedies for breach of Confidentiality, Announcements and Dispute Disclosure provisions

The Parties further agree and acknowledge that any breach of Articles 135.1 and/or 135.2 will result in irreparable damage to the non-breaching Party for which the non-breaching Party will not have adequate remedy, and that the non-breaching Party shall be entitled to seek an injunction or restraining order to require the breaching Party to comply with such terms, without prejudice to any other remedy to which the non-breaching Party may be entitled under contract, at law or in equity, and the breaching Party shall not oppose the application or granting of such relief.

136. NON-COMPETE

136.1 So long as the Investor shall hold any Equity Securities, the Promoter and the Promoter Shareholders shall not, directly or indirectly, enter into, encourage, assist, work, consult or own any interest in a competing business of manufacturing of cement and RMX. The Promoter or any Promoter Shareholder shall not be deemed to be in breach of the provisions of this Article in the event: (a) the Promoter or such Promoter Shareholder (as applicable) shall hold/own any units in any mutual fund that shall in turn have any direct or indirect interest in any Person carrying on the business of manufacturing of cement or RMX; or (b) the Promoter or such Promoter Shareholder (as applicable) shall hold any shares or other securities in any Person carrying on the business of manufacturing of cement or RMX subject to the shares or other securities held by the Promoter or such Promoter Shareholder (as applicable) not exceeding such percentages as shall have been mutually agreed in writing for this purpose by the Parties of the voting capital of such Person and the Promoter or Promoter Shareholder (as applicable) not otherwise controlling the person carrying on such business.

136.2 The Promoter agrees that the covenants contained in this Article are no more extensive than are reasonable to protect the Investor as subscribers/holders of Equity Securities and to protect the business of the Company.

136.3 The Promoter agrees that failure to comply with this Article 136 will reduce the value of the Equity Securities held by the Investor. The Promoter acknowledges that monetary damages alone would not be an adequate compensation for the breach of this Article 136 and the Company and/or the Investor may seek an injunction from a court of competent jurisdiction.

137. NO BETTER RIGHTS

137.1 No new or existing Equity Shareholders shall be offered on a per Equity Share effective entry valuation better than the per Equity Share effective entry valuation offered to the Investor under the Transaction Documents. In the event any better per Equity Share effective entry valuation is offered to either an existing Equity Shareholder or a new Equity Shareholder (as may be applicable), the Investor shall be automatically provided with (and be entitled to) such better per Equity Share effective entry valuation being offered to the existing Equity Shareholder or new Equity Shareholder (as may be applicable).

138. TERM

138.1 Cessation of the applicability of the provisions of this Part II of these Articles

This Part II of these Articles shall become legally valid, binding on the Parties and shall remain in force unless the same ceases to be applicable in accordance with the provisions below.

138.2 This Part II of these Articles shall cease to apply:

(a) in respect of the Investor or any other Equity Shareholder of the Company, automatically with no further action by any of the Parties, upon such Investor or other Equity Shareholder (as applicable) ceasing to hold Equity Securities of the Company provided that this Part II of these Articles shall cease to be applicable only as between the Investor or such other Equity Shareholder (as applicable) that ceases to hold any Equity Securities of the Company (on the one hand) and the remaining Parties (on the other hand), and for the avoidance of doubt, this Part II of these Articles shall continue to remain in full force and effect between and amongst the remaining Parties. It is clarified that in the event the Investor shall have transferred its Equity Securities to any other Person in accordance with the provisions of this Part II of these Articles and shall also have assigned/transferred its right, duties, obligations and benefits under this Part II of these Articles to such Person, then such Person shall continue to be entitled to enjoy such assigned/transferred rights, duties, obligations and benefits under this Part II of these Articles. It is also clarified that where this Part II of these Articles shall provide that any Equity Shareholder shall continue to be liable to perform any obligations under this Part II of these Articles after transfer of the Equity Shares held by such Equity Shareholder, then the Equity Shareholder in question shall continue to be liable to perform such obligations;

(b) with the prior written mutual consent (in writing) of the Promoter, the Investor and the Other Shareholders; or

(c) automatically with no further action by any of the Parties or any other Equity Shareholder, on the date of the filing of a Red Herring Prospectus /RHP by the Company with the Exchange(s) on which the listing and trading of the Equity Shares is proposed to be undertaken pursuant to a IPO, provided that in such event, Article 134 (*Fall Away of Rights in the event of an IPO/OFS*) shall survive such cessation of application of the provisions of this Part II of these Articles.

138.3 In the event that this Part II of these Articles ceases to be applicable as provided herein, then each of the Parties shall be relieved of their duties and obligations arising under this Part II of these Articles in respect of the Party against whom this Part II of these Articles ceases to become applicable to (in the case where Article 138.2 (a) applies) or with respect to all Parties (in the case where Article 138.2 (b) or Article 138.2 (c) or Article 138.2 (d) applies) as of the date on which this Part II of these Articles shall cease to be applicable and such cessation of the application of this Part II of these Articles shall be without liability to the Investor, the Company, the Promoter or the Other Shareholders; provided that the cessation of the application of the provisions of this Part II of these Articles shall not affect the accrued rights and obligations of the Parties under this Part II of these Articles prior to such cessation (or in the case where

Article 138.2 (a) applies, the inter se rights and obligations of the other continuing Parties under this Part II of these Articles).

138.4 Survival after cessation of applicability of this Part II of these Articles

The provisions of Article 134 (*Fall away of rights in the event of IPO/OFS*) and the Articles mentioned therein for the duration mentioned therein; Article 135 (*Announcements and Confidentiality*), Article 140 (*Notices*), Article 141 (*Dispute Resolution*) and Article 142 (*Governing Law and Jurisdiction*) shall survive the cessation of the application of Part II of these Articles by the specific periods specified thereunder and if no period has been specified then for a period of 3 (three) years from the cessation date or such later date as may be mutually agreed in writing by the Parties.

139. MISCELLANEOUS

139.1 Costs

(a) Each of the Parties shall bear its own costs and expenses in connection with this Part II of these Articles.

(b) The Company shall bear all stamp duty as well as may be payable in relation to issuance of Equity Securities to the Investor.

139.2 No partnership or agency

Nothing in these Articles (or any of the arrangements contemplated herein) shall be deemed to constitute a partnership or joint venture between the Parties, nor constitute any Party as the agent of another Party for any purpose, or entitle any Party to commit or bind another Party in any manner.

139.3 Further assurances

(a) Each of the Parties agrees to do all such further things and to execute and deliver all such additional documents as are necessary or required by the Investor to give full effect to the terms of the Transaction Documents.

(b) Each of the Parties undertakes that (so far as it is legally able and permitted to do so) they will do or procure to be done all such further acts and things, execute or procure the execution of all such other documents and exercise all voting rights and powers, whether direct or indirect, available to it in relation to any Person so as to ensure the complete and prompt fulfilment, observance and performance of the provisions of the Transaction Documents and generally that full effect is given to the provisions of the Transaction Documents.

139.4 English Language

All notices or formal communications under or in connection with this Part II of these Articles shall be in the English language.

139.5 Assignment and Binding Effect

(a) Each of the Company, the Promoter and each of the Other Shareholders shall not be entitled to, nor shall it purport to Transfer all or any of its respective rights and/or obligations under this Part II of these Articles nor grant, declare, create or dispose of any right or interest in it, in whole or in part or create an Encumbrance, save and except for such rights and/or obligations which are permitted to be Transferred under to the provisions of this Part II of these Articles to any Person who shall have acquired any Equity Shares in accordance with the provisions of this Part II of these Articles and at all times subject to such acquirer also executing an Assignment and Assumption Agreement.

(b) The Investor shall be entitled to assign/transfer its respective rights, duties, benefits and obligations under this Part II of these Articles to any Person who shall have acquired Equity Securities from the Investor in accordance with the terms of this Part II of these Articles subject to execution of an Assignment and Assumption Agreement by such Person.

(c) This Part II of these Articles shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, permitted assigns, executors and administrators.

139.6 Waivers and remedies

(a) A breach of any term or provision of this Part II of these Articles shall be waived only by the written agreement of the non-defaulting Party or Parties. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Neither the waiver by any of the Parties of a breach of or a default under any of the provisions of this Part II of these Articles, nor the failure by any of the Parties, on one or more occasions, to enforce or timely enforce any of the provisions of this Part II of these Articles or to exercise any right or privilege hereunder, shall be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

(b) The rights and remedies in this Part II of these Articles provided are cumulative and none is exclusive of any other, or of any rights or remedies that any Party may otherwise have at law or in equity.

139.7 Time of the essence

The Company and the Promoter agree and acknowledge that the time is of the essence in performance of their obligations under this Part II of these Articles. Any time period specified for such performance shall deemed to include any time period required by the Company and/or the Promoter for obtaining any Government Approval from any Government Authority. If any time period specified herein is extended in accordance with this Part II of these Articles, such extended time shall also be of the essence.

140. NOTICES

140.1 Service of Notice

Any notice or other communication to be given by one Party to any other Party under, or in connection with, this Part II of these Articles shall be made in writing and signed by or on behalf of the Party giving it. It shall be served by letter, facsimile transmission or email (save as otherwise provided herein) and shall be deemed to be duly given or made when delivered (in the case of personal delivery), at the time of transmission (in the case of facsimile transmission, provided that the sender has received a receipt indicating proper transmission and a hard copy of such notice or communication is forthwith sent by prepaid post to the relevant address set out below), at the time of transmission (in the case of email, provided that a hard copy of such notice or communication is forthwith sent by prepaid post to the relevant address set out below) or 5 (five) Business Days after being despatched in the post, postage prepaid, by the fastest form of mail available and by registered mail if available (in the case of a letter) to such Party at its address, facsimile number or email address as shall have been mutually agreed in writing for this purpose by the Parties, or at such other address, facsimile number or email address as such Party may hereafter specify for such purpose to the other Parties hereto by notice in writing.

141. DISPUTE RESOLUTION

141.1 Any dispute arising out of or in connection with this Part II of these Articles, including any question regarding its existence, validity or any cessation of its applicability, and any dispute relating to any non-contractual obligations arising out of or in connection with it ("**Dispute**") shall be referred to and finally resolved by arbitration under the Delhi International Arbitration Centre ("**DIAC**") with Delhi International Arbitration Centre (Arbitration Proceedings) Rules (the "**Rules**"), which Rules are deemed to be incorporated by reference into this Article 141.

141.2 The number of arbitrators shall be 3 (three). The Company, the Promoter and the Other Shareholders shall jointly nominate 1 (one) arbitrator, the Investor shall nominate 1 (one) arbitrator and the third arbitrator who shall act as the presiding arbitrator shall be appointed in accordance with the Rules.

141.3 The seat, place and venue of arbitration shall be Delhi, India.

141.4 Subject to and without prejudice to the other provisions of this Article 141, to the extent that Parties need to invoke the supervisory jurisdiction of any courts in India, including in respect of Section 9 of the

Arbitration and Conciliation Act, 1996, the Parties submit to the exclusive jurisdiction of the courts in Delhi.

141.5 The language of the arbitration shall be English.

141.6 The Parties agree that the arbitral tribunal is empowered to join any third person(s) who shall be a party to any other Transaction Documents to any arbitration commenced pursuant to this Article 141, on application of any Party, after giving the Parties a reasonable opportunity to state their views on such joinder, so long as the third Person has consented to such joinder (either before or after the commencement of the arbitration). Each Party consents to be joined to any arbitration commenced pursuant to this Article. For the purposes of the Rules, each Party agrees to the consolidation of any 2 (two) or more arbitrations commenced pursuant to this Article 141 or pursuant to any other Transaction Document.

142. GOVERNING LAW AND JURISDICTION

This Part II of these Articles shall be governed by, and interpreted in accordance with, the laws of India. Subject to the provisions of Article 141 (*Dispute Resolution*), the courts at Delhi shall have nonexclusive jurisdiction in relation to the enforcement of any awards provided for under Article 141 (*Dispute Resolution*) and in relation to any applications for conservatory or similar interim reliefs arising out of this Part II of these Articles.

143. ASSIGNMENT AND ASSUMPTION AGREEMENT

Form of Assignment and Assumption Agreement

1. Reference is made to the [*enter name of the transfer document*], dated [●] between [*enter full corporate name of the transferor*] (the "**Transferor**") and the undersigned, pursuant to which the Transferor shall sell to the undersigned, and the undersigned shall purchase from the Transferor, [*number and type of Equity Securities*] of Nuvoco Vistas Corporation Limited, having a face value of Rs.[*enter face value of the Equity Security being transferred*]/- for consideration equal to [*insert value of transfer consideration*]. It is a condition to the completion of such sale and purchase that the undersigned execute an Assignment and Assumption Agreement and becomes subject to Part II of the Articles of Association of Nuvoco Vistas Corporation Limited.

[2. The Transferor is Niyogi Enterprise Private Limited and accordingly, by execution of this Assignment and Assumption Agreement, the undersigned shall together with NEPL jointly be fully bound by, and subject to, all of the covenants, terms and conditions of Part II of the Articles of Association of Nuvoco Vistas Corporation Limited that are applicable to the Promoter as though an original party thereto and together with NEPL shall be deemed to be jointly bound by the obligations and together with NEPL shall be jointly entitled to the rights of the Promoter contained in Part II of the Articles of Association of Nuvoco Vistas Corporation Limited for all purposes thereunder. It is clarified that all references to "Promoter" under Part II of the Articles of Association are to be deemed to be references to NEPL and the undersigned.][2]

[3. Accordingly, by execution of this Assignment and Assumption Agreement, the undersigned shall be fully bound by, and subject to, all of the covenants, terms and conditions of Part II of the Articles of Association of Nuvoco Vistas Corporation Limited as though an original party thereto (instead of the Transferor) and shall be deemed to be bound by the obligations and be entitled to the rights of the Transferor in Part II of the Articles of Association of Nuvoco Vistas Corporation Limited for all purposes thereunder.][3]

[4. The Transferor is an Other Shareholder and accordingly, by execution of this Assignment and Assumption Agreement, the undersigned shall be fully bound by, and subject to, all of the covenants,

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[2] This paragraph may be deleted in the event that the Transferor is either Kotak Special Situations Fund or an Other Shareholder.

[3] This paragraph may be deleted in the event that the Transferor is Niyogi Enterprise Private Limited or an Other Shareholder.

terms and conditions of Part II of the Articles of Association of Nuvoco Vistas Corporation Limited as though an original party thereto (instead of the Transferor) and shall be deemed to be bound by the obligations and be entitled to the rights of the Transferor in Part II of the Articles of Association of Nuvoco Vistas Corporation Limited for all purposes thereunder.][4]

5. The undersigned acknowledges and agrees that it is aware of the terms of Part II of the Articles of Association of Nuvoco Vistas Corporation Limited and the rights of the parties as specified therein and its obligations thereunder and agrees to the same.

6. This Assignment and Assumption Agreement shall be governed by and construed in accordance with the laws of India.

7. The address of the undersigned for purposes of all notices under Part II of the Articles of Association of Nuvoco Vistas Corporation Limited is:

Address: [●]
Attn: [●]
Fax: [●]
Email address: [●]

For [*Insert the full corporate name of the transferee entity*]

By:
Name:
Title:

[4] This paragraph may be deleted in the event that the Transferor is either Niyogi Enterprise Private Limited or Kotak Special Situations Fund.

SECTION IX - OTHER INFORMATION

MATERIAL CONTRACTS AND DOCUMENTS FOR INSPECTION

The following contracts (not being contracts entered into in the ordinary course of business carried on by our Company or entered into more than two years before the date of this Red Herring Prospectus) which are, or may be deemed material, have been entered or to be entered into by our Company. These contracts, copies of which will be attached to the copy of this Red Herring Prospectus filed with the Registrar of Companies, and also the documents for inspection referred to hereunder may be inspected at the Registered and Corporate Office, from 10.00 a.m. to 4.00 p.m. on Working Days from the date of this Red Herring Prospectus until the Bid/Offer Closing Date (except for such agreements executed after the Bid/Offer Closing Date).

Material contracts to the Offer

1. Offer Agreement dated May 6, 2021, entered into among our Company, the Promoter Selling Shareholder and the Book Running Lead Managers.

2. Registrar Agreement dated April 20, 2021 entered into among our Company, the Promoter Selling Shareholder and the Registrar to the Offer.

3. Monitoring Agency Agreement dated July 26, 2021 entered into between our Company and the Monitoring Agency.

4. Escrow and Sponsor Bank Agreement dated July 26, 2021 entered into among our Company, the Promoter Selling Shareholder, the Book Running Lead Managers, the Banker(s) to the Offer, and the Registrar to the Offer.

5. Share Escrow Agreement dated July 26, 2021 entered into among our Company, the Promoter Selling Shareholder, and the Share Escrow Agent.

6. Syndicate Agreement dated July 26, 2021 entered into among our Company, the Promoter Selling Shareholder, the Book Running Lead Managers and Syndicate Members.

7. Underwriting Agreement dated [●], 2021 entered into among our Company, the Promoter Selling Shareholder, the Book Running Lead Managers, Registrar to the Offer and Syndicate Members.

Material documents

1. Certified copies of the Memorandum of Association and the Articles of Association, as amended until date.

2. Certificate of incorporation dated February 8, 1999 issued by RoC. Certificate of incorporation endorsed by the RoC pursuant to conversion of our Company to a public limited company. Certificate of incorporation endorsed by the RoC pursuant to conversion of our Company to a private limited company. Fresh certificate of incorporation dated March 12, 2016 issued by the RoC pursuant to conversion into a public limited company. Fresh certificate of incorporation dated March 10, 2017 issued by the RoC pursuant to change in name of our Company from "Lafarge India Limited" to "Nuvoco Vistas Corporation Limited".

3. Copies of the annual reports of the Company for Fiscals 2021, 2020 and 2019.

4. Resolution dated October 31, 2018 passed by the Shareholders and the appointment letter dated September 17, 2018 with respect to appointment and remuneration of the Managing Director.

5. Debenture subscription agreement dated July 3, 2020 entered into among our Company, Niyogi Enterprise Private Limited and Kotak Special Situations Fund.

6. Debenture holders and shareholders agreement dated July 3, 2020, entered into among our Company, Niyogi Enterprise Private Limited, Kotak Special Situations Fund, Suketu Shah, Paresh Sheth, Manan Shah, Ajay Khushu, Sharad Shrimali, Vatsal Vaishnav, Karsanbhai Patel, Shantaben Patel, Rakesh Karsanbhai Patel, Hiren Karsanbhai Patel, Rajalben Patel, Keyuriben Patel and Dhruvil Patel.

7. Amendment agreements dated April 13, 2021 and July 9, 2021 to the debenture holders and shareholders agreement dated July 3, 2020, entered into among our Company, Niyogi Enterprise Private Limited, Kotak Special Situations Fund, Suketu Shah, Paresh Sheth, Manan Shah, Ajay Khushu, Sharad Shrimali, Vatsal Vaishnav, Karsanbhai Patel, Shantaben Patel, Rakesh Karsanbhai Patel, Hiren Karsanbhai Patel, Rajalben Patel, Keyuriben Patel and Dhruvil Patel.

8. Springing share pledge agreement dated July 3, 2020 entered into among the Company, Niyogi Enterprise Private Limited and Kotak Special Situations Fund.

9. Share purchase agreement dated February 6, 2020 entered into among the Company, Emami Cement Limited (now, NU Vista) and Suntrack Commerce Private Limited, Diwakar Viniyog Private Limited, Bhanu Vyapaar Private Limited, Radhe Shyam Goenka, Radhe Shyam Agarwal, Manish Goenka, Aditya Vardhan Agarwal, Harsh Vardhan Agarwal, Mohan Goenka and certain other existing shareholders of NU Vista, the subsequent amendment agreement dated July 10, 2020 and the transitional user letter dated July 21, 2020 issued by Emami Limited to NU Vista.

10. Joint venture agreement dated March 20, 2009 between IST Steel and Power Limited, Ambuja Cements Limited and Lafarge India Private Limited (now, our Company) and the subsequent amendment agreement dated November 4, 2009.

11. Resolution dated April 7, 2021 passed by the Board authorising the Fresh Issue and other related matters.

12. Resolution dated April 7, 2021 passed by the Shareholders authorising the Fresh Issue and other related matters.

13. Consent letter dated July 19, 2021, from the Promoter Selling Shareholder, consenting to the inclusion of the Offered Shares.

14. Resolution dated April 14, 2021 passed by the Board, approving the Draft Red Herring Prospectus.

15. Resolution dated May 6, 2021 passed by the IPO Committee, approving the Draft Red Herring Prospectus.

16. Resolution dated July 30, 2021 passed by the Board, approving the Red Herring Prospectus.

17. Industry report titled "Overview of Indian Cement Industry" released in April 2021 by CRISIL Research, commissioned by our Company.

18. The examination report dated July 24, 2021 of the Statutory Auditors, MSKA & Associates, Chartered Accountants, on the Restated Financial Statements.

19. The assurance report dated July 3, 2021 of the Statutory Auditors, MSKA & Associates, Chartered Accountants, on the compilation of the Proforma Financial Statements.

20. Consent from the Statutory Auditors, MSKA & Associates, Chartered Accountants, to include their name as "expert" in their capacity as an auditor and in respect of (i) the examination report dated July 24, 2021 on the Restated Financial Statements, (ii) the report dated July 29, 2021 on the statement of tax benefits, and (iii) the assurance report dated July 3, 2021 on the compilation of the Proforma Financial Statements, included in Draft Red Herring Prospectus.

21. Consent from Mr. S.K. Bhatia, independent chartered engineer, to include their name as an "expert" as defined under Section 2(38) read with Section 26(5) of the Companies Act, 2013 in respect of their certificate dated July 17, 2021.

22. Consent from S K Patodia & Associates, independent chartered accountants, to include their name in this Red Herring Prospectus as an "expert" as defined under Section 2(38) of the Companies Act, 2013 in respect of their certificates issued for the purpose of inclusion in this Red Herring Prospectus.

23. Consents of the Book Running Lead Managers, the Registrar to the Offer, the bankers to our Company, the Indian legal counsel to the Company and the Promoter Selling Shareholder, the Indian legal counsel to the Book Running Lead Managers, the international legal counsel to the Offer, the Directors, the Company Secretary and Compliance Officer and the Chief Financial Officer, the Syndicate Members,

the Monitoring Agency, the Sponsor Bank and the Bankers(s) to the Offer, to act in their respective capacities.

24. Tripartite agreement dated June 11, 2021, among our Company, NSDL and the Registrar to the Offer.

25. Tripartite agreement dated June 9, 2021, among our Company, CDSL and the Registrar to the Offer.

26. Due diligence certificate to SEBI from the Book Running Lead Managers dated May 6, 2021.

27. In-principle listing approvals dated June 3, 2021 and June 16, 2021 from BSE and NSE, respectively.

28. Exemption application letter dated May 6, 2021 submitted by the Company with the SEBI requesting relaxation from considering the certain individuals and any entities associated with them, as members of the Promoter Group and SEBI letter (Ref. No. SEBI/CFD/DIL1/OW/15568/1/2021) dated July 16, 2021 acceding to the request and granting exemption.

29. Final observations letter dated July 16, 2021 (Ref. No. SEBI/CFD/DIL1/OW/15570/1/2021) issued by SEBI.

Any of the contracts or documents mentioned in this Red Herring Prospectus may be amended or modified at any time if so required in the interest of our Company or if required by the other parties, without reference to the shareholders, subject to compliance with the provisions contained in the Companies Act and other relevant statutes.

DECLARATION

I hereby certify and declare that all relevant provisions of the Companies Act, 2013 and the rules, regulations and guidelines issued by the Government of India, or the rules, regulations or guidelines issued by the Securities and Exchange Board of India established under Section 3 of the Securities and Exchange Board of India Act, 1992, as the case may be, have been complied with, and no statement made in this Red Herring Prospectus is contrary to the provisions of the Companies Act, 2013, the Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992, each as amended, or the rules, regulations or guidelines issued thereunder, as the case may be. I further certify that all the statements made in this Red Herring Prospectus are true and correct.

SIGNED BY THE DIRECTOR OF OUR COMPANY

_____

Mr. Hiren Patel
(Chairman and non-executive Director)

Place: Ahmedabad

Date: July 30, 2021

DECLARATION

I hereby certify and declare that all relevant provisions of the Companies Act, 2013 and the rules, regulations and guidelines issued by the Government of India, or the rules, regulations or guidelines issued by the Securities and Exchange Board of India established under Section 3 of the Securities and Exchange Board of India Act, 1992, as the case may be, have been complied with, and no statement made in this Red Herring Prospectus is contrary to the provisions of the Companies Act, 2013, the Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992, each as amended, or the rules, regulations or guidelines issued thereunder, as the case may be. I further certify that all the statements made in this Red Herring Prospectus are true and correct.

SIGNED BY THE DIRECTOR OF OUR COMPANY

_____

Mr. Jayakumar Krishnaswamy
(Managing Director)

Place: Mumbai

Date: July 30, 2021

DECLARATION

I hereby certify and declare that all relevant provisions of the Companies Act, 2013 and the rules, regulations and guidelines issued by the Government of India, or the rules, regulations or guidelines issued by the Securities and Exchange Board of India established under Section 3 of the Securities and Exchange Board of India Act, 1992, as the case may be, have been complied with, and no statement made in this Red Herring Prospectus is contrary to the provisions of the Companies Act, 2013, the Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992, each as amended, or the rules, regulations or guidelines issued thereunder, as the case may be. I further certify that all the statements made in this Red Herring Prospectus are true and correct.

SIGNED BY THE DIRECTOR OF OUR COMPANY

_____

Mr. Kaushikbhai Patel
(Non-executive Director)

Place: New Jersey, USA

Date: July 30, 2021

DECLARATION

I hereby certify and declare that all relevant provisions of the Companies Act, 2013 and the rules, regulations and guidelines issued by the Government of India, or the rules, regulations or guidelines issued by the Securities and Exchange Board of India established under Section 3 of the Securities and Exchange Board of India Act, 1992, as the case may be, have been complied with, and no statement made in this Red Herring Prospectus is contrary to the provisions of the Companies Act, 2013, the Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992, each as amended, or the rules, regulations or guidelines issued thereunder, as the case may be. I further certify that all the statements made in this Red Herring Prospectus are true and correct.

SIGNED BY THE DIRECTOR OF OUR COMPANY

_____

Mr. Berjis Desai
(Independent Director)

Place: Mumbai

Date: July 30, 2021

DECLARATION

I hereby certify and declare that all relevant provisions of the Companies Act, 2013 and the rules, regulations and guidelines issued by the Government of India, or the rules, regulations or guidelines issued by the Securities and Exchange Board of India established under Section 3 of the Securities and Exchange Board of India Act, 1992, as the case may be, have been complied with, and no statement made in this Red Herring Prospectus is contrary to the provisions of the Companies Act, 2013, the Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992, each as amended, or the rules, regulations or guidelines issued thereunder, as the case may be. I further certify that all the statements made in this Red Herring Prospectus are true and correct.

SIGNED BY THE DIRECTOR OF OUR COMPANY

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Mrs. Bhavna Doshi
(Independent Director)

Place: Mumbai

Date: July 30, 2021

DECLARATION

I hereby certify and declare that all relevant provisions of the Companies Act, 2013 and the rules, regulations and guidelines issued by the Government of India, or the rules, regulations or guidelines issued by the Securities and Exchange Board of India established under Section 3 of the Securities and Exchange Board of India Act, 1992, as the case may be, have been complied with, and no statement made in this Red Herring Prospectus is contrary to the provisions of the Companies Act, 2013, the Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992, each as amended, or the rules, regulations or guidelines issued thereunder, as the case may be. I further certify that all the statements made in this Red Herring Prospectus are true and correct.

SIGNED BY THE DIRECTOR OF OUR COMPANY

_____

Mr. Achal Bakeri
(Independent Director)

Place: Ahmedabad

Date: July 30, 2021

DECLARATION

I hereby certify and declare that all relevant provisions of the Companies Act, 2013 and the rules, regulations and guidelines issued by the Government of India, or the rules, regulations or guidelines issued by the Securities and Exchange Board of India established under Section 3 of the Securities and Exchange Board of India Act, 1992, as the case may be, have been complied with, and no statement made in this Red Herring Prospectus is contrary to the provisions of the Companies Act, 2013, the Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992, each as amended, or the rules, regulations or guidelines issued thereunder, as the case may be. I further certify that all the statements made in this Red Herring Prospectus are true and correct.

SIGNED BY THE CHIEF FINANCIAL OFFICER OF OUR COMPANY

_____

Mr. Maneesh Agrawal

Place: Mumbai

Date: July 30, 2021

DECLARATION

We hereby declare and certify that all statements made and undertakings provided by us in this Red Herring Prospectus in relation to ourselves, as a Selling Shareholder and the Offered Shares, are true and correct. We assume no responsibility for any other statements including statements made by or in relation to the Company or any other person(s) in this Red Herring Prospectus.

For and on behalf of Niyogi Enterprise Private Limited

_____

Ms. Dhara Patel
Company Secretary

Place: Ahmedabad

Date: July 30, 2021