



COLDEX LIMITED

Our Company was incorporated as a private limited company on March 30, 1999 under the provisions of Companies Act, 1956 as “Swastik Roadlines Private Limited” vide certificate of incorporation issued by Registrar of Companies, Madhya Pradesh, Gwalior. Pursuant to a special resolution passed by the shareholders of our Company at the extra-ordinary general meeting held on May 10, 2018 the name of our Company was changed to “Coldex Private Limited” and a fresh Certificate of Incorporation pursuant to change of name dated June 18, 2018 has been issued by Registrar of Companies, Delhi. Subsequently, our Company was converted into a public limited company pursuant to approval of the shareholders at an extraordinary general meeting held on June 19, 2018 and consequently, the name of our Company was changed to “Coldex Limited” and a Fresh Certificate of Incorporation Consequent upon Conversion from Private Company to Public Company reflecting the new name was issued by the Registrar of Companies, Delhi on July 5, 2018. The Corporate Identity Number of our Company is U63090DL1999PLC271369. For further details please see the chapter titled “History and Certain Corporate Matters” beginning on page 138 of this DRHP.

Registered Office: 404, 4th Floor, Vishal Tower, District Centre, Janakpuri, New Delhi, West Delhi - 110058, India. **Tel No:** + 91-11- 25532119; **Fax No:** + 91-11-25532119

Corporate Offices: Coldex Limited, 705, ILD Trade Centre, Sohna Road Sector-49, Gurugram, Haryana. **Tel:** 0124 -4002030 **Fax:** 0124 -4002030; Coldex Limited, Piou Maniyari, Narela Road, Kundli 131028, Sonapat, Haryana. Tel No.: +91 9996246115 / 9996234115

Contact Person: Mansi Keshwani, Company Secretary and Compliance Officer, **E-mail:** cs@coldex.in **Website:** www.coldex.in

Corporate Identification Number: U63090DL1999PLC271369

PROMOTERS OF OUR COMPANY: MR. GAURAV JAIN AND MRS. SANTOSH JAIN

INITIAL PUBLIC OFFER OF UPTO 2,666,408 EQUITY SHARES OF FACE VALUE OF ₹ 10 EACH (“EQUITY SHARES”) OF COLDEX LIMITED (OUR “COMPANY” OR THE “ISSUER”) FOR CASH AT A PRICE OF ₹ [•] PER EQUITY SHARE (INCLUDING A SHARE PREMIUM OF ₹ [•] PER EQUITY SHARE) AGGREGATING UPTO ₹ [•] MILLION (THE “OFFER”) CONSISTING OF A FRESH ISSUE OF UPTO 1,010,000 EQUITY SHARES AGGREGATING UPTO ₹ [•] MILLION (THE “FRESH ISSUE”) AND AN OFFER FOR SALE OF UPTO 1,656,408 EQUITY SHARES BY SABR INDIA INVESTMENT PVT LTD. (“SELLING SHAREHOLDER”) AND AGGREGATING TO ₹ [•] MILLION (“OFFER FOR SALE”), AND TOGETHER WITH THE FRESH ISSUE (THE “OFFER”). THE OFFER COMPRISES A NET OFFER TO THE PUBLIC OF [•] EQUITY SHARES (THE “NET OFFER”) AND RESERVATION OF [•] EQUITY SHARES AGGREGATING UPTO ₹ [•] MILLION FOR SUBSCRIPTION BY ELIGIBLE EMPLOYEES (AS DEFINED HEREIN) NOT EXCEEDING [•] % OF OUR POST-OFFER PAID-UP EQUITY SHARES CAPITAL (THE “EMPLOYEE RESERVATION PORTION”). THE OFFER WOULD CONSTITUTE [•] % OF OUR POST-OFFER PAID-UP EQUITY SHARE CAPITAL AND THE NET OFFER TO THE PUBLIC WOULD CONSTITUTE [•] % OF OUR POST-OFFER PAID-UP EQUITY SHARE CAPITAL. OUR COMPANY AND SELLING SHAREHOLDER MAY IN CONSULTATION WITH THE BOOK RUNNING LEAD MANAGER (“BRLM”), OFFER A DISCOUNT OF UPTO [•] % (EQUIVALENT TO ₹ [•] MILLION) ON THE OFFER PRICE TO ELIGIBLE EMPLOYEES (“EMPLOYEE DISCOUNT”). THE FACE VALUE OF THE EQUITY SHARES IS ₹ 10 EACH. THE PRICE BAND, THE EMPLOYEE DISCOUNT AND THE MINIMUM BID LOT WILL BE DECIDED BY THE COMPANY AND SELLING SHAREHOLDER IN CONSULTATION WITH THE BRLM AND WILL BE ADVERTISED IN [•] EDITIONS OF [•] AND [•] EDITIONS OF [•] (WHICH ARE WIDELY CIRCULATED ENGLISH AND HINDI NEWSPAPERS, HINDI ALSO BEING THE REGIONAL LANGUAGE OF DELHI, WHERE OUR REGISTERED OFFICE IS LOCATED) AT LEAST TWO WORKING DAYS PRIOR TO THE BID/OFFER OPENING DATE AND SHALL BE MADE AVAILABLE TO THE BSE LIMITED (“BSE”) AND THE NATIONAL STOCK EXCHANGE OF INDIA LIMITED (“NSE”) FOR THE PURPOSE OF UPLOADING ON THEIR WEBSITE.

In case of any revisions to the Price Band, the Bid/Offer Period will be extended by at least 3 additional Working Days after such revision of the Price Band, subject to the total Bid/Offer Period not exceeding ten Working Days. Any revision in the Price Band and the revised Bid/Offer Period, if applicable, will be widely disseminated by notification to the BSE Limited (“BSE”) and the National Stock Exchange of India Limited (“NSE”), by issuing a press release, and also by indicating the change on the website of the BRLM and the terminals of the Syndicate Members and by intimation to Self Certified Syndicate Banks (“SCSBs”) and the Registered Brokers. In case of force majeure, banking strike or similar circumstances, the Company may for reasons recorded in writing, extend the Bid/Offer Period by at least 3 additional working days subject to the total Bid/Offer Period not exceeding ten Working Days.

In terms of Rule 19(2)(b)(i) of the Securities Contracts (Regulation) Rules, 1957, as amended (the “SCRR”) the Offer is being made for at least 25% of the post-Offer paid-up Equity Share capital of our Company. The Offer is being made through the Book Building Process in compliance with Regulation 6(2) of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the “SEBI ICDR Regulations”), wherein at least 75% of the Net Offer shall be allocated on a proportionate basis to qualified institutional buyers (“QIBs”) (the “QIB Portion”), provided that our Company in consultation with the Selling Shareholder and BRLM may allocate up to 60% of the QIB Portion to Anchor Investors (“Anchor Investor Portion”) on a discretionary basis, out of which at least one-third shall be reserved for domestic Mutual Funds subject to valid bids being received from domestic Mutual Funds at or above the Anchor Investor Offer Price. In the event of under-subscription or non-allocation in the Anchor Investor Portion, the balance Equity Shares shall be added to the Net QIB Portion. The number of Equity Shares representing 5% of the Net QIB Portion (other than Anchor Investor Portion) shall be available for allocation on a proportionate basis to Mutual Funds only. The remainder of the Net QIB Portion shall be available for allocation on a proportionate basis to QIBs (other than Anchor Investors), including Mutual Funds, subject to valid Bids being received from them at or above the Offer Price. However, if the aggregate demand from Mutual Funds is less than 5% of the Net QIB Portion, the balance Equity Shares available for allocation in the Mutual Fund Portion will be added to the remaining Net QIB Portion for proportionate allocation to QIBs. If at least 75% of the Net Offer cannot be Allotted to QIBs, all the application monies will be refunded forthwith. Further, not more than 15% of the Net Offer shall be available for allocation on a proportionate basis to Non Institutional Bidders and not more than 10% of the Net Offer shall be available for allocation to Retail Individual Bidders in accordance with the SEBI ICDR Regulations, subject to valid Bids being received from them at or above the Offer Price and such that, subject to availability of Equity Shares, each Retail Individual Bidder shall be Allotted not less than the minimum Bid Lot, and the remaining Equity Shares, if available, shall be Allotted to all Retail Individual Bidders on a proportionate basis. All potential investors, other than Anchor Investors, shall mandatorily participate through the Applications Supported by Blocked Amount (“ASBA”) process by providing the details of their respective bank accounts in which the corresponding Bid Amount will be blocked by the Self Certified Syndicate Banks (“SCSBs”). Anchor Investors are not permitted to participate in this Offer through the ASBA process. For further details, please see the chapter titled “Offer Procedure” beginning page 247.

RISKS IN RELATION TO THE FIRST ISSUE

This being the first public issue of our Company, there has been no formal market for the Equity Shares of our Company. The face value of the Equity Shares is ₹ 10 each. The Offer Price 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 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 offered in the Offer 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 Draft Red Herring Prospectus. Specific attention of the investors is invited to the section titled “Risk Factors” beginning on page 24 of this DRHP.

ISSUER'S AND SELLING SHAREHOLDER'S ABSOLUTE RESPONSIBILITY

Our Company, having made all reasonable inquiries, accepts responsibility for and confirms that this Draft 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 Draft 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 or inclusion of which makes this Draft 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 Selling Shareholder accepts responsibility for and confirms only the information given expressly by the Selling Shareholder relating to itself and the Offered Shares contained in this Draft Red Herring Prospectus as true and correct in all material respects and not misleading in any material respect. The 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 Draft Red Herring Prospectus.

LISTING

The Equity Shares offered through the Red Herring Prospectus are proposed to be listed on the BSE and the NSE. Our Company has received an ‘in-principle’ approval from the BSE and the NSE for the listing of the Equity Shares pursuant to the letters dated [•] and [•], respectively. For the purposes of the Offer, the Designated Stock Exchange shall be [•]. A signed copy of the Red Herring Prospectus and the Prospectus shall be delivered for registration to the Registrar of Companies, Delhi (“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 the Red Herring Prospectus upto the Bid/Offer Closing Date, see the section titled “Material Contracts and Documents for Inspection” beginning on page 386 of this DRHP.

BOOK RUNNING LEAD MANAGER

REGISTRAR TO THE OFFER



Pantomath Capital Advisors Private Limited,
406-408, Keshava Premises
Bandra Kurla Complex, Bandra East
Mumbai – 400 051
Tel: +91 22 6194 6700
Fax: +91 22 2659 8690
Email: ipo@pantomathgroup.com
Investor Grievance Email: ipo@pantomathgroup.com
Website: www.pantomathgroup.com
Contact Person: Mr. Hardik Bhuta
SEBI Registration No: INM000012110

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 49186200
Fax: +91 22 49186195
Email: coldex.ipo@linkintime.co.in
Investor Grievance E-mail: coldex.ipo@linkintime.co.in
Website: www.linkintime.co.in
Contact Person: Shanti Gopalkrishnan
SEBI Registration Number: INR000004058

BID/ OFFER PROGRAMME

FOR ALL BIDDERS:	OFFER OPENS ON*: [•]
FOR QIBS:	OFFER CLOSING ON**: [•]
FOR RETAIL AND NON-INSTITUTIONAL BIDDERS:	OFFER CLOSING ON: [•]

*Our Company may in consultation with the Selling Shareholder and BRLM, consider participation by Anchor Investors. The Anchor Investor shall bid on the Anchor Investor Bidding Date i.e. one Working Day prior to the Bid / Offer Opening Date.

** Our Company may in consultation with the Selling Shareholder and BRLM, consider closing the Bidding by QIB Bidders one Working Day prior to the Bid / Offer Closing Date in accordance with the SEBI ICDR Regulations.

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SECTION I – DEFINITIONS AND ABBREVIATIONS

Unless the context otherwise indicates, requires or implies, the following terms shall have the following meanings in this DRHP. References to statutes, rules, regulations, guidelines and policies will be deemed to include all amendments, modifications or reenactments notified thereto.

Notwithstanding the foregoing, terms in “Main Provisions of the Articles of Association”, “Statement of Special Tax Benefits”, “Industry Overview”, “Key Industry Regulations and Policies”, “Restated Financial Information”, Outstanding Litigation and Other Material Developments” will have the meaning ascribed to such terms in these respective sections.

Term	Description
“Coldex Limited”, “our Company”, “the Company”, “the Issuer Company”, and “the Issuer”	Unless the context otherwise requires, refers to Coldex Limited, a public limited company incorporated under Companies Act, 1956 and having its registered office at Flat/Office No. 404, 4 th Floor, Vishal Tower, District Centre, Janakpuri, New Delhi, West Delhi 110058, India.
“We”, “our”, “us” or “Group”	Unless the context otherwise indicates or implies, refers to our Company together with its Subsidiaries.

COMPANY/ ISSUER RELATED TERMS

Term	Description
Articles/ AOA/ Articles of Association	The Articles of Association of Coldex Limited, as amended from time to time.
Audit Committee	The Audit Committee as constituted vide the Board meeting held on August 24, 2018 in accordance with the requirements of Regulation 18 of the SEBI Listing Regulations and Section 177 of Companies Act, 2013 and the rules made thereunder.
Auditors or Statutory Auditors	Walker Chandio & Co. LLP.
Board/Board of Directors/ our Board	The Board of Directors of Coldex Limited unless otherwise specified or any committee constituted thereof.
CityEx	CityEx Logitech Private Limited.
CFO	Chief Financial Officer of our Company being Anoop Agarwal.
CLPL	Coldex Logistics Private Limited.
ColdEx ESOS 2014	The employee stock option scheme instituted by our Company and adopted by our Company vide Board Resolution dated July 9, 2014 and Shareholders’ Resolution dated August 2, 2014. For further details please see the chapter titled “Capital Structure” beginning on page 67 of this DRHP.
ColdEx ESOS 2018	The employee stock option scheme instituted by our Company and adopted by our Company vide Board Resolution dated August 21, 2018 and Shareholders’ Resolution dated August 21, 2018. For further details please see the chapter titled “Capital Structure” beginning on page 67 of this DRHP.
Chairman	The Chairman of Board of Directors of Coldex Limited, Chitranjan Singh Kahlon.
Company Secretary and Compliance Officer	Company Secretary and Compliance Officer of our Company, Mansi Keshwani.
Corporate Office(s)	Coldex Limited, 705, ILD Trade Centre, Sohna Road Sector-49, Gurugram, Haryana; and Coldex Limited, Piou Maniyari, Narela Road, Kundli 131028, Sonipat, Haryana.
Directors	The directors on the Board of our Company.
Executive Director	An executive director of our Company.
Fresh Issue	Upto 1,010,000 Equity Shares aggregating upto ₹ [●] million to be issued by Company pursuant to the Offer.
Group Company	Coldex Foundation.
Independent Director	A non-executive, independent director of our Company appointed as per the Companies Act, 2013, and the SEBI Listing Regulations.

Term	Description
IPO Committee	The IPO committee constituted by our Board on August 24, 2018.
ISIN	International Securities Identification Number.
Key Managerial Personnel (KMP)	Key managerial personnel of our Company in terms of Section 2(51) of Companies Act, 2013 and Regulation 2(1)(bb) of the SEBI ICDR Regulations and as disclosed in the chapter titled "Our Management" beginning on page 143 of this DRHP.
Kundli I	Piou Maniyari, Narela Road, Kundli (Sonipat), Haryana
Kundli II	Khasara No. 50-51, Piou Maniyari, Narela Road, Kundli, Sonipat, Haryana.
Materiality Policy	The policy adopted by our Board on August 21, 2018 for identification of Group Companies, material outstanding litigation and material dues outstanding to creditors in respect of our Company, pursuant to the disclosure requirements under the SEBI ICDR Regulations.
MD or Managing Director	The managing director of our Company, Gaurav Jain.
MOA/ Memorandum/ Memorandum of Association	The Memorandum of Association of our Company, as amended.
Nomination and Remuneration Committee	The Nomination and Remuneration Committee as constituted on August 24, 2018 in accordance with Regulation 19 of the SEBI Listing Regulations and Section 178 of the Companies Act, 2013.
Person or Persons	Any Individual, Sole Proprietorship, Unincorporated Association, Unincorporated Organization, Body Corporate, Corporation, Company, Partnership Firm, Limited Liability Partnership Firm, Joint Venture, or Trust or any other Entity or Organization validly constituted and/or incorporated in the jurisdiction in which it exists and operates, as the context requires.
Promoter(s)	Unless the context otherwise requires, refers to Gaurav Jain and Santosh Jain.
Promoter Group	Individuals, companies and entities forming part of our Promoter Group as per Regulation 2(1)(pp) the SEBI ICDR Regulations. For details please see chapter titled "Our Promoters and Promoter Group" beginning on page 156 of this DRHP.
Registrar of Companies/ RoC	Office of Registrar of Companies, Delhi.
Registered Office	404, 4 th Floor, Vishal Tower, District Centre, Janakpuri New Delhi, West Delhi 110058, India.
Selling Shareholder or SABR	SABR India Investment Pvt Ltd.
Offered Shares	Upto 1,656,408 Equity Shares being offered by the Selling Shareholder in Offer for Sale.
Selling Shareholder Transmittal Letter	Letter dated October 23, 2018 and board resolution dated October 22, 2018 granting consent for offering Offered Shares as part of the Offer of Sale in the Offer.
Stakeholders Relationship Committee	The Stakeholders Relationship Committee as constituted vide the Board meeting held on August 24, 2018.
Subsidiaries	Coldex Logistics Private Limited and CityEx Logitech Private Limited.

CONVENTIONAL/GENERAL TERMS

Term	Description
Act/ Companies Act	The Companies Act, 1956, to the extent not repealed, and/or the Companies Act, 2013, with the amendments thereto to the extent applicable.
Depository/ Depositories	A body corporate registered with SEBI under the SEBI (Depositories and Participants) Regulations, 1996, as amended from time to time in this instance being NSDL or CDSL.
Depositories Act	The Depositories Act, 1996, as amended from time to time.
Depository Participant/ DP	A Depository Participant as defined under the Depositories Act, 1996.
Equity Shares	The Equity Shares of face value of ₹ 10/- each of Coldex Limited.
Indian GAAP	Generally Accepted Accounting Principles in India.
Non Resident	A person resident outside India, as defined under FEMA Regulations, including a FPIs, NRIs, FVCIs and multilateral and bilateral development financial institutions.
NRI/ Non-Resident Indian	A person resident outside India, as defined under FEMA and who is a citizen of India or a Person of Indian Origin as defined under FEMA (Transfer or Issue of

Term	Description
	Security by a Person Resident Outside India) Regulations, 2017.
Quarter	A period of 3 (three) continuous months.
RBI Act	The Reserve Bank of India Act, 1934.
SEBI	Securities and Exchange Board of India constituted under the SEBI Act, 1992.
SEBI Act	Securities and Exchange Board of India Act, 1992 as amended from time to time.
SEBI AIF Regulations	Securities and Exchange Board of India (Alternate Investments Funds) Regulations, 2012, as amended from time to time.
SEBI FII Regulations	Securities and Exchange Board of India (Foreign Institutional Investors) Regulations, 1995, as amended from time to time.
SEBI FPI Regulations	Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2014, as amended from time to time.
SEBI FVCI Regulations	Securities and Exchange Board of India (Foreign Venture Capital Investor) Regulations, 2000, as amended from time to time.
SEBI Regulations/SEBI ICDR Regulations	Means the regulations for Issue of Capital and Disclosure Requirements issued by Securities and Exchange Board of India, constituted in exercise of powers conferred by Section 30 of the Securities and Exchange Board of India Act, 1992 (as amended), called Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended.
SEBI Listing Regulations or SEBI LODR Regulations,	Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.
SEBI SBEB Regulations	Securities and Exchange Board of India (Share Based Employee Benefits) Regulations, 2014.
SEBI VCF Regulations	Securities and Exchange Board of India (Venture Capital Funds) Regulations, 1996 as amended from time to time.
Shareholders	Shareholders of our Company unless otherwise specified.
Stock Exchanges	BSE Limited and the National Stock Exchange of India Limited, referred to as collectively.

OFFER RELATED TERMS

Term	Description
Acknowledgement Slip	The slip or document issued by the Designated Intermediary to a Bidder as proof of registration of the Bid cum Application Form.
“Allot” or “Allotment” or “Allotted”	The allotment of Equity Shares pursuant to the Fresh Issue and transfer of the Offered Shares pursuant to the Offer for Sale to successful Bidders.
Allotment Advice	Note or advice or intimation of Allotment sent to each successful Bidder after the Basis of Allotment has been approved by the Designated Stock Exchange.
Allottee	A successful Bidder to whom Allotment is made.
Anchor Investor(s)	A QIB, applying under the Anchor Investor Portion, who has Bid for an amount of at least ₹ 100.00 million.
Anchor Investor Allocation Notice	Notice or intimation of allocation of Equity Shares sent to Anchor Investors who have been allocated Equity Shares, and includes any device, intimation or notice sent to Anchor Investors in the event that the Offer Price is higher than the Anchor Investor Allocation Price.
Anchor Investor Allocation Price	The price at which Equity Shares will be allocated in terms of the Red Herring Prospectus and Prospectus to the Anchor Investors, which will be decided by our Company and the Selling Shareholder, in consultation with the BRLM.
Anchor Investor Application Form	The form used by an Anchor Investor to Bid in the Anchor Investor Portion in accordance with the requirements specified under the SEBI ICDR Regulations and the Red Herring Prospectus.
Anchor Investor Bidding Date	One Working Day prior to the Bid/Offer Opening Date on which Bids by Anchor Investors shall be submitted, prior to or after which the members of the Syndicate will not accept any Bids from Anchor Investors and allocation to Anchor Investors shall be completed.
Anchor Investor Escrow	Accounts opened for the Offer to which funds shall be transferred by Anchor

Term	Description
Account(s)	Investors.
Anchor Investor Offer Price	<p>The final price at which the Equity Shares will be Allotted to the Anchor Investors in terms of the Red Herring Prospectus and Prospectus, which price shall be higher than or equal to the Offer Price but not higher than Cap Price.</p> <p>The Anchor Investor Offer Price will be decided by our Company and the Selling Shareholder, in consultation with the BRLM.</p>
Anchor Investor Pay-in Date	With respect to Anchor Investors, it shall be the Anchor Investor Bidding Date, and, in the event the Anchor Investor Allocation Price is lower than the Offer Price, not later than two Working Days after the Bid/Offer Closing Date.
Anchor Investor Portion	Upto 60% of the QIB Portion, which may be allocated by our Company in consultation with the Selling Shareholder and the BRLM, to Anchor Investors on a discretionary basis, in accordance with SEBI ICDR Regulations. Out 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 Anchor Investor Allocation Price. In the event of under-subscription, or non-allocation in the Anchor Investor Portion, the balance Equity Shares shall be added to the Net QIB Portion.
“Application Supported by Blocked Amount or “ASBA”	The application (whether physical or electronic) used by an ASBA Bidder to make a Bid authorizing an SCSB to block the Bid Amount in the specified bank account maintained with such SCSB.
ASBA Account	Account maintained with an SCSB which will be blocked by such SCSB to the extent of the Bid Amount specified by an ASBA Bidder.
ASBA Bid	A Bid made by an ASBA Bidder.
ASBA Bidder	Any Bidder, other than Anchor Investors, in the Offer who Bids through ASBA.
ASBA Form	The application form, whether physical or electronic, by which an ASBA Bidder can make a Bid, authorizing an SCSB to block the Bid Amount in the ASBA Account maintained with such SCSB pursuant to the terms of the Red Herring Prospectus and which will be considered as application for Allotment in terms of the Red Herring Prospectus and Prospectus.
Bankers to the Offer	The banks which are Clearing Members and registered with SEBI as Banker to an Offer with whom the Public Offer Accounts, the Anchor Investor Escrow Account(s) and Refund Account will be opened and in this case being [●].
Basis of Allotment	The basis on which the Equity Shares will be allotted as described in chapter titled “Offer Procedure” beginning on page 247 of this DRHP.
Bid	An indication to make an offer during the Bidding/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 an ASBA Form to subscribe for Equity Shares, at a price within the Price Band, including all revisions and modifications thereto.
Bidder(s)	A prospective investor in the Offer, and unless otherwise stated or implied, includes an ASBA Bidders and Anchor Investor.
Bidding	The process of making a Bid.
Bid Amount	<p>In relation to each Bid shall mean the highest value of optional Bids indicated in the Bid cum Application Form blocked in the ASBA Account upon submission of the Bid, which shall be net of Employee Discount, if any, for Eligible Employees.</p> <p>However, for Eligible Employees applying in the Employee Reservation Portion and the Retail Individual Bidders applying at the Cut-Off, the Bid Amount shall be Cap Price multiplied by the number of Equity Shares Bid for by such Eligible Employees / Retail Individual Bidders and mentioned in the Bid cum Application Form net of Employee Discount, if any, in the case of Eligible Employees.</p>
Bidding Centres	Centres at which the Designated Intermediaries shall accept the Bid cum Application Forms and Revision Forms, being the Designated SCSB Branch for SCSBs, Specified Locations for the Syndicate, Broker Centres for Registered Brokers, Designated RTA Locations for CRTAs and Designated CDP Locations for CDPs.
Bid cum Application Form	The ASBA Form where the context so requires, in terms of which a Bidder makes a Bid in terms of the Red Herring Prospectus which will be considered as an

Term	Description
	application for Allotment.
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 [●], and which shall be notified in [●] edition of [●] and [●] edition of [●] (which are widely circulated English and Hindi newspapers, Hindi also being the regional language of Delhi, where our Registered Office is located), each with wide circulation and in case of any revision, the extended Bid/ Offer Closing Date shall also be notified on the website of BRLM and terminals of the Syndicate and SCSBs, as required under the SEBI ICDR Regulations. Further, our Company may, in consultation with the Selling Shareholder and the BRLM, decide to close Bidding/ the Bid/Offer Period for by QIBs one Working Day prior to the Bid/ Offer Closing Date subject to the SEBI ICDR Regulations.
Bid/ Offer Opening Date	Except in relation to Anchor Investors, the date on which the Syndicate, the SCSBs and the Registered Brokers shall start accepting Bids, and which shall be notified in [●] edition of [●] and [●] edition of [●] (which are widely circulated English and Hindi newspapers, Hindi also being the regional language of Delhi, where our Registered Office is located).
Bidding/ Offer Period	The period between the Bid/Offer Opening Date and the Bid/Offer Closing Date or the QIB Bid/ Offer Closing Date, as the case may be (in either case inclusive of such date and the Bid/ Offer Opening Date) during which Bidders, other than Anchor Investors, can submit their Bids. Provided however that the Bidding/ Offer Period shall be kept open for a minimum of three Working Days for all categories of Bidders, other than Anchor Investors.
Bid Lot	[●] Equity shares.
Book Building Process/ Method	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.
BRLM	Book Running Lead Manager to the Offer, being Pantomath Capital Advisors Private Limited.
Broker Centres	Broker centres notified by the Stock Exchanges where Bidders (other than Anchor Investors) can submit the Bid cum Application Forms to a Registered Broker. The details of such Broker Centres, along with the names and contact details of the Registered Broker are available on the respective website of the Stock Exchanges.
BSE	BSE Limited.
Cap Price	The higher end of the Price Band, in this case being ₹ [●], and any revisions thereof, above which the Offer Price and Anchor Investor Offer Price will not be finalized and above which no Bids will be accepted.
CAN or “Confirmation of Allocation Note”	Confirmation of Allotment notice i.e. a note or advice or intimation of Allotment of Equity Shares sent to the Bidders to whom Equity Shares have been Allotted. In the case of Anchor Investor’s CAN shall mean the note or advice or intimation of Allotment of Equity Shares sent to the Anchor Investors to whom Equity Shares have been Allotted.
CARE Report	Industry report titled ‘ <i>Integrated Supply Chain Logistics</i> ’ dated September 2018 as prepared by CARE.
Cash Escrow Agreement	An agreement dated [●] to be entered into between our Company, the Selling Shareholder, the Registrar to the Offer, the Bankers to the Offer, the BRLM, Public Offer Account Bank(s) and Refund Bank for inter-alia, the collection of Bid Amounts, if any, from Anchor Investors, transfer of funds to the Public Offer Account and where applicable, refunds of the amounts collected from Bidders, on the terms and conditions thereof.
“Collecting Depository Participants” or “CDP”	A depository participant as defined under the Depositories Act, 1996, 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 issued by SEBI.
Collecting Registrar and Share Transfer Agent	Registrar to an offer 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 issued by SEBI.

Term	Description
Controlling Branches	Such branches of the SCSBs which co-ordinate Bids under the Offer by the ASBA Bidders with the Registrar to the Offer and the Stock Exchanges and a list of which is available at http://www.sebi.gov.in/sebiweb/home/list/5/33/0/0/Recognised-Intermediaries or at such other websites as may be prescribed by SEBI from time to time.
Cut-Off Price	The Offer Price, as finalised by our Company and the Selling Shareholder in consultation with the BRLM, which shall be any price within the Price Band. Only Retail Individual Bidders, Eligible Employees Bidding under Employee Reservation Portion are entitled to Bid at the Cut-off Price. QIBs (including Anchor Investors) and Non-Institutional Bidders are not entitled to Bid at the Cut-off Price.
Demographic Details	The address, PAN, the bank account details, MICR code, names of Bidder's father/husband, investor status and occupation of a Bidder.
Designated SCSB Branches	Such branches of the SCSBs with which an ASBA Bidder, not Bidding through Syndicate/ Sub Syndicate or through a Registered Broker, may submit the Bid cum Application Forms, a list of which is available on the website of the SEBI at http://www.sebi.gov.in/sebiweb/home/list/5/33/0/0/Recognised-Intermediaries or at such other websites as may be prescribed by SEBI from time to time.
Designated CDP Locations	Such centres of the Collecting Depository Participants where Bidders (except Anchor Investors) can submit the Bid cum Application Forms. The details of such Designated CDP Locations, along with the names and contact details of the CDPs are available on the websites of the Stock Exchange and updated from time to time.
Designated Date	The date on which the funds from the Anchor Escrow Accounts the funds blocked by the SCSBs are transferred from the ASBA Accounts specified by the ASBA Bidders to the Public Offer Account and/or Refund Account and /or are unblocked, as applicable, in terms of RHP.
Designated Intermediaries	Collectively, the members of the Syndicate, sub-syndicate/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 website of the Stock Exchange (www.bseindia.com) and updated from time to time.
"Designated Stock Exchange" or "DSE"	The Designated Stock Exchange as disclosed in the RHP/Prospectus of the Company.
"DRHP" or "Draft Red Herring Prospectus"	This DRHP dated November 27, 2018 filed with SEBI, prepared and issued by our Company in accordance with the SEBI ICDR Regulations, which does not contain complete particulars of the price at which the Equity Shares of our Company will be allotted and the size of the Offer, including any addendum or corrigendum thereto.
Eligible Employee	A permanent and full time employee of our Company or its Subsidiaries, (excluding such employees who are not eligible to invest in the Offer under applicable laws, rules, regulations and guidelines and the Promoters and their immediate relatives) as of the date of filing of the Red Herring Prospectus with the RoC and who continues to be an employee of our Company or its Subsidiaries, as the case may be, until the submission of the Bid cum Application Form and is based, working in India as on the date of submission of the Bid cum Application Form; and The maximum Bid Amount under the Employee Reservation Portion by an Eligible Employee shall not exceed ₹500,000 (which will be less the Employee Discount, if any). However, the initial Allotment to an Eligible Employee in the Employee Reservation Portion shall not exceed ₹200,000 (which will be less Employee Discount, if any). Only in the event of an under-subscription in the Employee Reservation Portion post the initial allotment, such unsubscribed portion may be Allotted on a proportionate basis to Eligible Employees Bidding in the Employee Reservation Portion, for a value in excess of ₹200,000, subject to the total Allotment

Term	Description
	to an Eligible Employee not exceeding ₹500,000 (which will be less Employee Discount, if any).
Employee Discount	Discount of [●] % of the Offer Price, amounting to ₹ [●] per Equity Share, that may be given to the Eligible Employees.
Eligible NRI	An NRI from such a jurisdiction outside India where it is not unlawful to make an offer or invitation under the Offer and in relation to whom the Red Herring Prospectus constitutes an invitation to Bid and subscribe for Equity Shares on the basis of the terms thereof.
Employee Reservation Portion	Reservation of [●] Equity Shares, available for allocation to Eligible Employees on a proportionate basis.
Equity Shares	The ordinary shares of our Company having a face value of ₹10/-, unless otherwise specified in the context thereof.
Escrow Account	Account(s) to be opened with the Escrow Collection Bank and in whose favour the Anchor Investors will transfer money through direct credit/NEFT/RTGS in respect of the Bid Amount when submitting a Bid.
Escrow Collection Bank(s)	Banks which are clearing members and registered with SEBI as bankers to an issue and with whom the Escrow Account(s) will be opened, in this case being [●].
First Bidder	The Bidder whose name appears first in the Bid-cum-Application Form or Revision Form or the ASBA Form or the ASBA Revision Form.
Floor Price	The lower end of the Price Band below which no Bids will be accepted, in this case being ₹ [●], and any revisions thereof.
Fresh Issue	Fresh issue of up to 1,010,000 Equity Shares aggregating up to ₹ [●] Million to be issued by Company pursuant to the Offer.
Fugitive Economic Offender	An individual who is declared a fugitive economic offender under Section 12 of Fugitive Economic Offenders Act, 2018.
General Information Document	The General Information Document for investing in public issues prepared and issued in accordance with the circular (CIR/CFD/DIL/12/2013) dated October 23, 2013, notified by SEBI and updated pursuant to the circular (CIR/CFD/POLICYCELL/11/2015) dated November 10, 2015 and (SEBI/HO/CFD/DIL/CIR/P/2016/26) dated January 21, 2016 and (SEBI/HO/CFD/DIL2/CIR/P/2018/22) dated February 15, 2018 notified by SEBI.
Listing Agreements	Listing agreement to be entered into by our Company with each of the Stock Exchanges.
Maximum RII Allottees	The maximum number of RIIs who can be allotted the minimum Bid Lot. This is computed by dividing the total number of Equity Shares available for Allotment to RIIs by the minimum Bid Lot.
Mutual Fund Portion	5% of the Net QIB Portion or [●] Equity Shares available for allocation to Mutual Funds only on a proportionate basis, subject to valid Bids being received at or above the Offer Price.
Net Proceeds	Proceeds from the Fresh Issue after deduction of Offer expenses.
Net Offer	The Offer less the Employee Reservation Portion.
Net QIB Portion	The QIB Portion less the number of Equity Shares Allotted to the Anchor Investors.
Non-Institutional Bidders/NIBs/Non-Institutional Investors/NIIs	All Bidders (including Category III FPIs which are foreign corporates or foreign individuals but not including NRIs, other than Eligible NRIs) that are not QIBs (including Anchor Investor) or Retail Individual Bidders or Eligible Employees Bidding under the Employee Reservation Portion, who have Bid for an amount more than ₹200,000.
Non-Institutional Portion	The portion of the Offer being not more than 15% of the Net Offer consisting of [●] Equity Shares, available for allocation to Non-Institutional Bidders, on a proportionate basis.
NSE/NSE Limited	National Stock Exchange of India Limited.
OCB / 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 trust in which not less than 60% of beneficial interest is irrevocably held by NRIs directly or

Term	Description
	indirectly as defined under Foreign Exchange Management (Deposit) Regulations, 2000. OCB are not allowed to invest in this Offer.
Offer for Sale	The offer for sale of upto 1,656,408 Equity Shares by the Selling Shareholder aggregating upto ₹[●] million, pursuant to the terms of the DRHP.
Offer / Offer Size/ Public Offer	Initial public offer of up to 2,666,408 equity shares of face value of ₹10/- each of the Company for cash at a price of ₹ [●] per equity share (including a premium of ₹[●] per equity share) aggregating upto ₹[●] million consisting of a fresh issue of 1,010,000 equity shares by our Company aggregating to ₹ [●] million and an offer for sale of upto 1,656,408 Equity Shares by the Selling Shareholder aggregating upto ₹[●] million. The Offer comprises a reservation of upto [●] Equity Shares aggregating upto ₹ [●] for subscription by Eligible Employees. The Offer and the Net Offer constituted [●]% and [●]% of the post-Offer paid-up Equity Share capital of our Company, respectively.
Offer Agreement	The agreement entered into on November 27, 2018 among our Company, Selling Shareholder and the BRLM, pursuant to which certain arrangements are agreed to in relation to the Offer.
Offer Price	The final price at which the Equity Shares will be Allotted in terms of the Red Herring Prospectus and the Prospectus, as determined by our Company and Selling Shareholder in consultation with the BRLM on the Pricing Date in accordance with the Book-building Process and the Red Herring Prospectus. Unless otherwise stated or the context otherwise implies, the term Offer Price refers to the Offer Price applicable to investors other than Anchor Investors, and with respect to Eligible Employees, shall mean the Offer Price net of the Employee Discount, if any.
Offer Proceeds	The proceeds of the Offer. For further details about use of the Offer Proceeds please refer to the chapter titled “Objects of the Offer” beginning on page 79 of this DRHP.
Pay-in Period	The period commencing on the Bid/ Offer Opening Date and extending until the closure of the Anchor Investor Pay-in Date.
Price Band	The minimum Bid Lot size and price band as determined by our Company and the Selling Shareholder, in consultation with the BRLM with minimum price of ₹ [●] per Equity Share being the Floor Price and the maximum price of ₹ [●] per Equity Share being the Cap Price, including any revisions thereof and advertised in [●] edition of [●] and [●] edition of [●] (which are widely circulated English and Hindi newspapers, Hindi also being the regional language of Delhi, where our Registered Office is located), at least two Working Days prior to the Bid/ Offer Opening Date with the relevant financial ratios calculated at the Floor Price 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 the Offer Price is decided by our Company and the Selling Shareholder, in consultation with the BRLM.
Prospectus	The Prospectus to be filed with the Register of Companies after the Pricing Date in accordance with Section 26 and Section 32 of the Companies Act, 2013, and the SEBI ICDR Regulations containing, inter alia, the Offer Price that is determined at the end of the Book Building Process, the size of the Offer and certain other information, including any addenda or corrigenda thereto.
Public Offer Account(s)	The bank account opened with the Public Offer Account Banks by our Company under Section 40 of the Companies Act, 2013, to receive monies from the ASBA Accounts and from the Escrow Accounts, in case of Anchor Investor(s), on the Designated Date.
Public Offer Account Bank(s)	The banks which are clearing members and registered with SEBI under the SEBI (Bankers to an Offer) Regulations, 1994 with whom the Public Offer Account(s) will be opened and in this case being [●].
“QIBs” or “Qualified Institutional Buyers”	A qualified institutional buyer as defined under Regulation 2(1)(ss) of the SEBI ICDR Regulations.
QIB Bid/Offer Closing Date	In the event our Company, in consultation with the Selling Shareholder and the BRLM, decides to close Bidding by QIBs one Working Day prior to the Bid/Offer Closing Date, the date one Working Day prior to the Bid/Offer Closing Date;

Term	Description
	otherwise it shall be the same as the Bid/Offer Closing Date.
QIB Portion	The portion of the Offer (including the Anchor Investor Portion) being at least 75% of the Net Offer or [●] Equity Shares available for allocation to QIBs (including Anchor Investors) on a proportionate basis subject to valid Bids being received at or above the Offer Price.
“Red Herring Prospectus” or “RHP”	The red herring prospectus proposed to be issued by our Company in accordance with Section 32 of the Companies Act, 2013 and the SEBI ICDR Regulations, which could not contain, <i>inter-alia</i> , complete particulars of the price at which the Equity Shares would be offered.
Refund Account	The Account opened with the Refund Bank(s) from which refunds, if any, of the whole or part of the Bid Amount (excluding refund to ASBA Bidders) shall be made to Anchor Investors.
Refund Bank(s)/Refund Banker(s)	The Bankers to the Offer with whom the Refund Accounts will be opened, in this case being [●].
Registered Broker(s)	Stock brokers registered with the stock exchange having nationwide terminals, other than the members of the Syndicate and eligible to procure Bids in terms of circular number CIR/CFD/14/2012 dated October 14, 2012, issue by SEBI.
Registered Broker Centres	Broker centres as notified by the Stock Exchanges, where Bidders can submit the Bid-cum-Application Forms to a Registered Broker. The details of such broker centres are available on the websites of BSE and NSE at http://www.bseindia.com/ and http://www.nseindia.com/ , respectively.
“Registrar” or “Registrar to the Offer”	Link Intime India Private Limited.
Registrar Agreement	The agreement dated November 27, 2018, entered into among our Company, the 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.
Restated Consolidated Financial Information/ Restated Financial Information	Restated consolidated financial statements of assets and liabilities as at June 30, 2018 and as at and for March 31, 2018, 2017 and 2016 and statement of profit and loss and cash flows at and for the three month period ended June 30, 2018 and as at and for each of the years ended March 31, 2018, 2017 and 2016 for our Group.
Retail Individual Bidders/RIBs/Retail Individual Investors/ RIIs	Individual Bidders, submitting Bids, who have Bid for Equity Shares for an amount not more than ₹ 200,000 in any of the bidding options in the Net Offer (including HUFs applying through their Karta and Eligible NRIs and does not include NRIs other than Eligible NRIs).
Retail Portion	The portion of the Offer being not more than 10% of the Net Offer, consisting of [●] Equity Shares, available for allocation to Retail Individual Bidders.
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(s), as applicable.
“Self Certified Syndicate Banks” or “SCSBs”	The banks registered with the SEBI which offer the facility of ASBA and the list of which is available on the SEBI website at the link http://www.sebi.gov.in/sebiweb/home/list/5/33/0/0/Recognised-Intermediaries , and at such other websites as may be prescribed by SEBI from time to time. For details of the Designated Branches with which ASBA Forms can be physically submitted, please refer to the above-mentioned link.
Share Escrow Agent	The share escrow agent appointed pursuant to the Share Escrow Agreement namely, [●].
Share Escrow Agreement	Agreement to be entered into among the Selling Shareholder, our Company and a share escrow agent in connection with the transfer of the Offered Shares and credit of such Offered 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 included in the Bid cum Application Form.
Sub Syndicate	The sub-syndicate members, if any, appointed by the BRLM and the Syndicate Members, to collect Bid cum Application Forms.
Syndicate	The BRLM and the Syndicate Members.
Syndicate Agreement	The agreement dated [●] entered between our Company, Selling Shareholder

Term	Description
	Registrar to the Offer and members of the Syndicate, in relation to the collection of Bids (excluding Bids from ASBA Bidders procured directly by SCSBs).
Syndicate ASBA	A Bid submitted by an ASBA Bidder through the members of the Syndicate or their respective sub-Syndicate members at the Syndicate ASBA Centres instead of the Designated Branches.
Syndicate ASBA Centres	The bidding centres of the members of the Syndicate or their respective sub Syndicate.
Syndicate Members	Intermediaries registered with the SEBI and permitted to carry out activities as an underwriter, in this case being [●].
“Transaction Registration Slip” or “TRS”	The slip or document issued by any member of the Syndicate, the SCSBs or the Registered Brokers, as the case may be, to a Bidder upon demand as proof of registration of the Bid.
Underwriters	The BRLM and the Syndicate Members.
Underwriting Agreement	The agreement dated [●] to be entered into between the Underwriters, the Selling Shareholder and our Company on or immediately after the Pricing Date but prior to filing of the Prospectus with the RoC.
Wilful Defaulter	A willful defaulter, as defined under Regulation 2(1)(III) of the SEBI ICDR Regulations.
Working Days	All days on which commercial banks in Mumbai are open for business. However, in respect of - (a) announcement of Price Band; and (b) Bid/Offer period, working day shall mean all days, excluding Saturdays, Sundays and public holidays, on which commercial banks in Mumbai are open for business; (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.

INDUSTRY RELATED TERMS

Term	Description
3 PL	Third Party Logistic
4 PL	Fourth Party Logistic
APAC	Asia-Pacific
ASAEN	Association of Southeast Asian Nations
BCG	Boston Consulting Group
Bn.	Billion
CAGR	Compounded Annual Growth Rate
CCL	Cold Chain Logistics
CDR	Casual Dining Restaurants
Cr.	Crore
CSO	Central Statistics Organization
DC	Distribution Centers
EMEA	Europe, Middle East, and Africa
EoDBI	Ease of Doing Business Index
F & G	Food and Groceries
FDI	Foreign Direct Investment
FEFO	First Expired First Out
FMCG	Fast Moving Consumer Goods
FY	Financial Year
GDP	Gross Domestic Product
GIS	Geographical Information Systems
GOI	Government of India

GST	Goods and Services Tax
ICV	Intermediate Commercial Vehicle
IIA	India Industries Association
IMC	Intermodal Commercialization
IMF	International Monetary Fund
Kms	Kilometers
LCV	Light Commercial Vehicle
LPI	Logistics Performance Index
LSP	Logistic Service Providers
MCV	Medium Commercial Vehicle
MMT	Million Metric Tons
Mn.	Million
MNC	Multinational Corporation
MoCI	Ministry of Commerce and Industry
MSF	Million sq. ft.
MT	Metric Tonnes
NAFTA	North American Free Trade Agreement
NDDB	National Dairy Development Board
PPP	Purchasing Power Parity
QSR	Quick service restaurants
RBI	Reserve Bank of India
RFI	Radio Frequency Identification
RMS	Rake Management System
SAP B1	SAP Business One Module
SEZ	Special Economic Zones
TMS	Transportation Management System
TPA	Tonnes Per Annum
TT	Tempo Traveller
VAS	Value Added Services
VAT	Value Added Tax
WB	World Bank
WEO	World Economic Outlook
WMS	Warehouse Management System
YoY	year on year

ABBREVIATIONS

Abbreviation	Full Form
AGM	Annual General Meeting.
AIF	Alternative Investment Fund as defined in and registered with SEBI under the Securities and Exchange Board of India (Alternative Investment Funds). Regulations, 2012.
AS/ Accounting Standards	Accounting Standards issued by the Institute of Chartered Accountants of India.
ASBA	Applications Supported by Blocked Amount.
CARE	CARE Advisory Research and Training Limited.
CAGR	Compound Annual Growth Rate.
CAN	Confirmation of Allocation Note.
CDSL	Central Depository Services (India) Limited.
CENVAT	Central Value Added Tax.
CGST	Central Goods and Services Tax.
CII	Confederation of Indian Industry, Institute of Logistics.
CIN	Corporate Identity Number.
Client ID	Client identification number of the Bidder's beneficiary account.

Abbreviation	Full Form
CST	Central Sales Tax.
DB	Designated Branch.
DIN	Director's Identification Number.
DP	Depository Participant.
DP ID	Depository Participant's Identification Number.
EGM	Extraordinary General Meeting of the shareholders.
EPS	Earnings per Equity Share.
Ext.	Extension.
FCNR Account	Foreign Currency Non-Resident Account.
FEMA Regulations	Foreign Exchange Management Act, 1999, as amended from time to time and the rules and regulations issued thereunder.
FBT	Fringe Benefit Tax.
FDI	Foreign Direct Investment.
Financial year/Fiscal/ fiscal year	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.
FPI	Foreign Portfolio Investors [as defined under Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2014, as amended from time to time] registered with SEBI under applicable laws in India.
FIPB	Foreign Investment Promotion Board.
FVCI	Foreign Venture Capital Investors registered with SEBI under the SEBI (Foreign Venture Capital Investor) Regulations, 2000.
FY	Financial Year.
GAAP	Generally Accepted Accounting Principles.
GBS	Gross Budgetary Support.
GDP	Gross Domestic Product.
GIR Number	General Index Registry Number.
GoI / Government / Govt.	Government of India.
GST	Goods and Services Tax.
HNI	High Net Worth Individual.
HUF	Hindu Undivided Family.
ICAI	Institute of Chartered Accountants of India.
IMF	International Monetary Fund.
Ind AS	Indian Accounting Standards.
INR Rupee or ₹ or Rs.	Indian National Rupee.
IPO	Initial Public Offering.
IRDA	Insurance Regulatory and Development Authority of India.
IT Act	Income-tax Act, 1961, as amended.
Ltd.	Limited.
Merchant Banker	Merchant banker as defined under the Securities and Exchange Board of India (Merchant Bankers) Regulation, 1992.
MM	Milli Metre.
MT	Metric Tonnes.
No.	Number.
NR	Non-Resident.
NRE Account	Non-Resident (External) Account.
NRI	Non-Resident Indian.
NRO Account	Non-Resident (Ordinary) Account.
NSDL	National Securities Depository Limited.
OCB	Overseas Corporate Body.
p.a.	Per annum.
P/E Ratio	Price / Earnings Ratio.

Abbreviation	Full Form
PAN	Permanent Account Number.
PAT	Profit After Tax.
PBT	Profit Before Tax.
Pvt.	Private.
RBI	The Reserve Bank of India.
Regulation S	Regulation S under the U.S. Securities Act.
RoNW	Return on Net Worth.
RTA	Registrar and Share Transfer Agent.
R&D	Research & Development.
SCALE	Supply Chain and Logistics Excellence.
SCRA	Securities Contracts (Regulation) Act, 1956, as amended from time to time.
SCRR	Securities Contracts (Regulation) Rules, 1957, as amended from time to time.
SCSB	Self Certified Syndicate Bank.
SEBI	The Securities and Exchange Board of India established under section 3 of the SEBI Act.
SICA	The Sick Industrial Companies (Special Provisions) Act, 1985.
STT	Securities Transaction Tax.
SME	Small and Medium Enterprises.
SPV	Special Purpose Vehicle.
Sq. ft.	Square feet.
Sq. mt.	Square metre.
TAN	Tax Deduction Account Number.
TIN	Taxpayers Identification Number.
TRS	Transaction Registration Slip.
UoI	Union of India.
UT	Union Territory / Union Territories, as applicable
U.S./ United States/ USA	United States of America.
U.S. GAAP	Generally Accepted Accounting Principles in the United States of America.
USD/ US\$	United States Dollar.
U.S Securities Act	United States Securities Act of 1933, as amended.
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.
WDV	Written Down Value.
w.e.f.	With effect from.
YoY	Year on Year.

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

Certain Conventions

Unless otherwise specified or the context otherwise requires, all references in this DRHP to “India” are to the Republic of India and all references herein to the “Government”, “Indian Government”, “GoI”, “Central Government” or the “State Government” are to the Government of India, central or state, as applicable. All references to “USA”, “U.S.” and “United States” are to the United States of America together with its territories and possessions.

Unless stated otherwise, all references to page numbers in this DRHP are to the page numbers of this DRHP.

Financial Data

Unless stated otherwise, the financial data in this DRHP is derived from the Restated Consolidated Financial Information of our Company which comprise the restated audited balance sheet, the restated audited profit and loss statement and the restated audited cash flow statement as at and for the three month period ended June 30, 2018 and as at and for the Financial Years ended on March 31, 2018, 2017 and 2016, together with the annexures and notes thereto, prepared in accordance with the Companies Act, 2013 read with Companies (Indian Accounting Standards) Rules, 2015 and subsequent amendment thereof, Indian Accounting Standards (“**Ind AS**”), and restated in accordance with the SEBI ICDR Regulations read with SEBI Circular bearing no. SEBI/HO/CFD/DIL/CIR/P/2016/47 dated March 31, 2016 (“**SEBI Ind AS Transition Circular**”).

In this DRHP, any discrepancies in any table between the total and the sums of the amounts listed are due to rounding off. All figures in decimals (including percentages) have been rounded off to the second decimal. In certain instances, (i) the sum or percentage change of such numbers may not conform exactly to the total figure given; and (ii) the sum of the numbers in a column or row in certain tables may not conform exactly to the total figure given for that column or row.

Our Company’s Financial Year commences on April 1 and ends on March 31 of the next year; accordingly, all references to a particular Financial Year, unless stated otherwise, are to the 12 months’ period ended on March 31 of that year.

India has adopted the IFRS-converged accounting standards, and not IFRS. Ind AS, therefore, differs in certain respects from IFRS and other accounting principles and standards with which investors may be more familiar. In accordance with the SEBI Ind AS Transition Circular, we have provided a reconciliation of Ind AS and Indian GAAP numbers, however our Company has not provided reconciliation of its financial information to U.S. GAAP. If we were to prepare our financial statements in accordance with other accounting principles or U.S. GAAP, our results of operations, financial condition and cash flows may not be consistent with Ind AS numbers. Prospective investors should consult their own professional advisers for an understanding of the differences between these accounting principles and those with which they may be more familiar. The degree to which the financial information included in this Draft Red Herring Prospectus will provide meaningful information is entirely dependent on the reader’s level of familiarity with Indian accounting policies and practices, the Companies Act and the SEBI ICDR Regulations. Any reliance by persons not familiar with these accounting principles and regulations on our financial disclosures presented in this Draft Red Herring Prospectus should accordingly be limited. Further, it should be noted that Ind AS differs from IFRS and U.S. GAAP.

Unless the context otherwise indicates, any percentage amounts, as set forth in “*Risk Factors*”, “*Our Business*” and “*Management’s Discussion and Analysis of Financial Conditions and Results of Operations*” beginning on pages 24, 118 and 169 respectively, and elsewhere in this Draft Red Herring Prospectus have been calculated on the basis of our Restated Consolidated Financial Information.

Currency and Units of Presentation

All references to:

- “Rupees” or “₹” or “INR” or “Rs.” are to the Indian Rupee, the official currency of the Republic of India.
- “US\$” or “USD” are to the United States Dollar, the official currency of the United States.

In this DRHP, our Company has presented certain numerical information in “million” and “billion” units. One million represents 1,000,000 and one billion represents 1,000,000,000. However, where any figures that may have been sourced

from third - party industry sources are expressed in denominations than millions, such figures appear in this DRHP expressed in such denominations as provided in the respective industry sources.

Exchange Rates

This Draft Red Herring Prospectus contains conversions of certain other currency amounts into Indian Rupees that have been presented solely to comply with the SEBI ICDR Regulations. These conversions should not be construed as a representation that these currency amounts could have been, or can be converted into Indian Rupees, at any particular rate or at all.

The following table sets forth, for the dates indicated, information with respect to the exchange rate between the Rupee and respective foreign currencies:

Currency	Exchange rates at					
	June 29, 2018 ⁽¹⁾	March 28, 2018 ⁽²⁾	March 31, 2017	March 31, 2016	March 31, 2015	March 28, 2014 ⁽³⁾
1USD	68.58	65.04	64.84	66.33	62.59	60.10

(Source: www.rbi.org)

- (1) The reference rate is not available for June 30, 2018 being a Saturday.
- (2) The reference rate is not available for March 31, 2018 being a Saturday and March 30, 2018 and March 29, 2018 being public holidays.
- (3) The reference rate is not available for March 31, 2014, March 30, 2014 and March 29, 2014, being a public holiday, Sunday and Saturday, respectively.

Industry and Market Data

Unless stated otherwise, industry and market data used in this Draft Red Herring Prospectus have been obtained or derived from publicly available information as well as industry publications and sources such as report titled 'Integrated Supply Chain Logistics' dated September 2018 that has been prepared by CARE, which report has been commissioned by our Company for the purposes of confirming our understanding of the industry in connection with the Offer.

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 believe the industry and market data used in this Draft Red Herring Prospectus is reliable, but it has not been independently verified by us or the Selling Shareholder or the BRLM or any of their affiliates or advisors. The data used in these sources may have been re-classified by us for the purposes of presentation. Data from these sources may also not be comparable.

The extent to which the market and industry data used in this Draft Red Herring Prospectus is meaningful depends on 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 business of our Company is conducted, and methodologies and assumptions may vary widely among different industry sources.

Such data involves risks, uncertainties and numerous assumptions and is subject to change based on various factors including those discussed in section titled "Risk Factors" beginning on page 24 of this Draft Red Herring Prospectus. Accordingly, investment decisions should not be based solely on such information.

In accordance with the SEBI ICDR Regulations, the section entitled "Basis for Issue Price" beginning on page 88 includes information relating to our peer group companies. Such information has been derived from publicly available sources, and neither we, nor the BRLM have independently verified such information.

CARE has issued the following disclaimer for inclusion of the information in the CARE Report in this DRHP:

"This report is prepared by CARE Advisory. CARE Advisory has taken utmost care to ensure accuracy and objectivity while developing this report based on information available in public domain. However, neither the accuracy nor completeness of information contained in this report is guaranteed. CARE Advisory operates independently of ratings division and this report does not contain any confidential information obtained by ratings division, which they may have

obtained in the regular course of operations. The opinion expressed in this report cannot be compared to the rating assigned to the company within this industry by the ratings division. The opinion expressed is also not a recommendation to buy, sell or hold an instrument.

CARE Advisory is not responsible for any errors or omissions in analysis/inferences/views or for results obtained from the use of information contained in this report and especially states that CARE (including all divisions) has no financial liability whatsoever to the user of this product. This report is for the information of the intended recipients only and no part of this report may be published or reproduced in any form or manner without prior written permission of CARE Advisory. ”

Additionally, certain industry related information in the chapters titled “Industry Overview”, “Our Business” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” beginning on pages 96, 118 and 169 respectively, of this Draft Red Herring Prospectus, has been derived from CARE Report.

FORWARD LOOKING STATEMENTS

This DRHP contains certain “forward-looking statements”. These forward-looking statements generally can be identified by words or phrases such as “aim”, “anticipate”, “believe”, “expect”, “estimate”, “intend”, “objective”, “plan”, “project”, “will”, “will continue”, “will pursue” or other words or phrases of similar import. All statements that describe our Company’s strategies, objectives, plans or goals are also forward-looking statements.

All forward-looking statements are subject to risks, uncertainties and assumptions about us that may vary, some or all of which could cause actual results to differ materially from those contemplated by the relevant forward-looking statement.

Important factors that could cause actual results to differ materially from our Company’s expectations assumptions include, but are not limited to, the following:

1. General economic and business conditions in the markets in which we operate and in the local, regional and national economies;
2. Change in trends in the Indian logistics industry, and particularly, the Indian integrated supply chain logistics industry;
3. Dependence on limited number of large customers for a significant portion of our revenue;
4. Competition from international and domestic third-party logistics companies;
5. Changes in technology and our ability to manage any disruption or failure of our technology systems;
6. Our ability to attract and retain qualified personnel;
7. Changes in political and social conditions in India or in countries that we may enter, the monetary and interest rate policies of India and other countries, inflation, deflation, unanticipated turbulence in interest rates, equity prices or other rates or prices;
8. The performance of the financial markets in India and globally;
9. Any adverse outcome in the legal proceedings in which we are involved;
10. Occurrences of natural disasters or calamities affecting the areas in which we have operations;
11. Market fluctuations and industry dynamics beyond our control;
12. Our ability to compete effectively, particularly in new markets and businesses;
13. Changes in foreign exchange rates or other rates or prices;
14. Our ability to protect our intellectual property rights and not infringing intellectual property rights of other parties;
15. Inability to collect our dues and receivables from, or invoice our unbilled services to, our customers, our results of operations;
16. Changes in domestic and foreign laws, regulations and taxes and changes in competition in our industry;
17. Termination of customer contracts without cause and with little or no notice or penalty;
18. Failure of our infrastructure and equipment and inability to set-up warehouses and other logistics facilities at desirable locations in India;
19. Inability to obtain, maintain or renew requisite statutory and regulatory permits and approvals or non-compliance with and changes in, safety, health and environmental laws and other applicable regulations, may adversely affect our business, financial condition, results of operations and prospects.

For further discussion of factors that could cause the actual results to differ from the expectations, please see chapters titled “Risk Factors”, “Our Business” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” beginning on pages 24, 118 and 169, respectively of this DRHP. 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 gains or losses could materially differ from those that have been estimated.

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

Forward-looking statements reflect the current views of our Company as of the date of this DRHP and are not a guarantee of future performance. These statements are based on our management’s beliefs 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. Our Company, our Directors, Promoters, the Selling Shareholder, the BRLM, members of the Syndicate or any of their respective affiliates or advisors do not have any obligation to, and do not intend 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 regulatory requirements, our Company and the BRLM will ensure that Bidders in India are informed of material developments from the date of the Red Herring Prospectus until the time of the grant of listing and trading permission by the Stock Exchanges. In accordance with requirements of SEBI ICDR Regulations, the Selling Shareholder will ensure that Bidders in India are informed of material developments in relation to the statements and undertakings specifically confirmed by the Selling Shareholder relating to itself and the Offered Shares in the RHP until the time of grant of final listing and trading permissions in relation to the Offer from the Stock Exchange. Only statements and undertakings which are specifically “confirmed” or “undertaken” by the Selling Shareholder, as the case may be, in this Draft Red Herring Prospectus shall be deemed to be statements and undertakings made by the Selling Shareholder.

SECTION II - OFFER DOCUMENT SUMMARY

1. Summary of the Industry

The country's logistics industry – around USD 160 billion is likely to touch USD 215 billion in the next two years with the implementation of GST. India's Global Ranking of the World Bank's 2018 Logistics Performance Index downgraded to 44th rank in 2018 from 35th rank in 2016 Indian Logistics Industry – transportation, which accounts for ~90% by value share, warehousing comprises ~10%. The cold-chain industry in India is forecasted to grow at a CAGR of 19% during the period of 2017 – 2022. Integrated Supply Chain Logistics is likely to grow at 20-25% CAGR for the upcoming years.

For further details please see the chapter titled “*Industry Overview*” beginning on page 96 of this DRHP.

2. Summary of the Business

We commenced our business in 1999 with the incorporation of Swastik Roadlines Private Limited. In 2005, we launched ColdEX, to provide temperature-controlled logistics services to various industries. In 2014, we further expanded into becoming an integrated temperature-controlled supply chain and distribution Company by acquiring our flagship built-to-suit temperature-controlled warehouse on a leasehold but dedicated basis. Our integrated service offerings, surface logistics and warehousing infrastructure, pan-India distribution network, and modern technology systems support our competitive market position. We cater to a wide range of industry sectors and business segments including food service market, FMCG, confectionary, dairy, retail, etc.

For further details please see the chapter titled “*Our Business*” beginning on page 118 of this DRHP.

3. Promoters

Gaurav Jain and Santosh Jain are the Promoters of our Company. For further details please see chapter titled “*Our Promoter and Promoter Group*” beginning on page 156 of this DRHP.

4. Offer

Initial Public Offer is of upto 2,666,408 Equity Shares of face value of ₹ 10 each of the Company for cash at a price of ₹ [●] per Equity Share (including a share premium of ₹ [●] per Equity Share) aggregating upto ₹[●] million consisting of (i) a fresh issue of upto 1,010,000 Equity Shares aggregating upto ₹[●] million being the Fresh Issue and (ii) an offer for sale of upto 1,656,408 Equity Shares by the Selling Shareholder and aggregating to ₹ [●] million being the Offer for Sale. The Fresh Issue and the Offer for Sale together constitute the Offer.

For further details please see chapter titled “*The Offer*” beginning on page 56 of this DRHP.

5. Objects of the Offer

The Offer for Sale

Our Company will not receive any proceeds of the Offer for Sale by the Selling Shareholder. The Selling Shareholder will be entitled to the proceeds of the Offer for Sale after deducting its portion of the Offer related expenses.

Fresh Issue

(₹ in million)				
Sr. No.	Particulars	Amount to be funded from the Net Proceeds	Estimated Utilisation of Net Proceeds (Financial Year 2018-19)	Estimated Utilisation of Net Proceeds (Financial Year 2019-20)
1.	Investment in IT Infrastructure	79.98	21.25	58.73
2.	Funding the working capital requirements of our subsidiary Coldex Logistics Private Limited	200.00	50.00	150.00
3.	Acquisitions and other strategic initiatives	150.00	-	150.00

Sr. No.	Particulars	Amount to be funded from the Net Proceeds	Estimated Utilisation of Net Proceeds (Financial Year 2018-19)	Estimated Utilisation of Net Proceeds (Financial Year 2019-20)
4.	General corporate purposes ⁽¹⁾	[●]	[●]	[●]

⁽¹⁾To be finalized on determination of the Offer Price and updated in the Prospectus prior to filing with the RoC.

For further details please see the chapter titled “Objects of the Offer” beginning on page 79 of this DRHP.

6. Shareholding of Promoter, Promoter Group and Selling Shareholder

Following are the details of the pre-Offer shareholding of Promoter, Promoter Group and Selling Shareholder:

Sr. No.	Name of Shareholder	Pre-Offer	
		No. of Equity Shares	% of Pre-Offer Capital
	Promoters		
1.	Gaurav Jain	3,123,908	34.71
2.	Santosh Jain	881,279	9.79
	Sub-Total (A)	4,005,187	44.50
	Promoter-Group		
1.	Om Prakash & Sons	691,177	7.68
2.	Arihant Roadlines (India) Private Limited	385,340	4.28
3.	Tanu Jain	83,327	0.93
4.	Charu Kotia	35,308	0.39
5.	Amit Mittal	35,308	0.39
	Sub-Total (B)	1,230,460	13.67
	Selling Shareholder		
1.	SABR India Investment Pvt Ltd.	3,764,358	41.83
	Sub-Total (C)	3,764,358	41.83
	TOTAL (A)+(B)+(C)	9,000,005	100.00

For further details please see the chapter titled “Capital Structure” beginning on page 67 of this DRHP.

7. Summary of Restated Consolidated Financial Information:

Following are the details as per the Restated Consolidated Financial Information for the three month period ended June 30, 2018 and as at and for the Financial Years ended on March 31, 2018, 2017 and 2016:

(₹ in million)					
Sr. No.	Particulars	As at June 30, 2018	As at March 31, 2018	As at March 31, 2017	As at March 31, 2016
a)	Authorised Share Capital	36.50	36.50	36.50	36.50
b)	Paid-up Capital	13.36	13.36	13.36	13.36
c)	Net Worth attributable to Equity Shareholders	223.64	210.38	176.53	340.21
d)	Revenue	840.70	2,642.41	2,297.22	1,593.37
e)	Profit after tax	13.09	31.42	(162.13)	(92.08)
f)	Earnings per Share (basic & diluted) (in ₹)*	1.47	3.52	(18.01)	(11.91)
g)	Net Asset Value per Equity Share (in ₹)*	69.85	68.46	65.36	81.10
h)	Total Borrowings	1027.03	1038.41	1168.10	1221.56

*The above ratios have been adjusted for issuance of bonus of 51,37,158 Equity Shares on July 25, 2018, conversion of 3,11,871 compulsorily convertible preference shares into 12,47,484 on August 2, 2018 and further issuance of bonus of 12,79,649 Equity Shares on August 10, 2018.

For further details please see the chapter titled “*Restated Financial Information*” beginning on page 167 of this DRHP.

8. Auditor qualifications which have not been given effect to in the Restated Financial Information

There are no auditor qualifications which would require adjustments in the Restated Consolidated Financial Information and for which no such effect has been given.

For further details, please refer to Annexure-VII of the section “*Restated Financial Information*” on page F-69 of this DRHP.

9. Summary of Outstanding Litigations

Following are the details of the outstanding litigations involving the Company, Promoters, Directors and Subsidiaries:

(₹ in million)			
Sr. No.	Particulars	No. of cases	Amount*
A.	LITIGATION AGAINST COMPANY		
1.	Direct Tax Litigations	4	27.95
2.	Indirect Tax Litigations	1	1.65
3.	Other Pending Litigation	25	143.203
B.	LITIGATIONS FILED BY COMPANY		
1.	Criminal Matters	3	0.13
2.	Statutory/Regulatory Authorities	2	Not Ascertainable
3.	Indirect Tax Litigations	4	2.70
4.	Other Pending Litigations	3	8.67
C.	LITIGATIONS AGAINST DIRECTORS		
1.	Other Pending Litigation	1	Not Ascertainable
D.	LITIGATION AGAINST SUBSIDIARIES		
1.	Other Pending Litigation	3	3.6
E.	LITIGATIONS FILED BY SUBSIDIARIES		
1.	Statutory/Regulatory Authorities	1	Not Ascertainable
2.	Other Pending Litigation	1	Not Ascertainable

*The aforementioned amounts have been recorded to the extent they are quantifiable. The amounts mentioned above may be subject to additional interest rates and/or penalties being levied by the concerned authorities for delay in making payment or otherwise. Amount of interest and/ or penalty that may be levied is unascertainable as on the date of this Draft Red Herring Prospectus.

For further details please see the chapter titled “*Outstanding Litigations and Material Developments*” beginning on page 203 of this DRHP.

10. Risk Factors

For further details please see the chapter titled “*Risk Factors*” beginning on page 24 of this DRHP.

11. Summary of Contingent Liabilities

(₹ in million)				
PARTICULARS	As at June 30, 2018	As at March 31, 2018	As at March 31, 2017	As at March 31, 2016
Income-tax cases	25.65	25.65	27.03	27.03
Value Added Tax cases	-	-	-	1.93
Bonus as per The Payment of Bonus (Amendment) Act, 2015 for the year ended 31 March 2015	-	-	1.84	1.84
TOTAL	25.65	25.65	28.87	30.80

For further details please see the chapter titled “Restated Financial Information - Annexure VI-Note 45-Contingent liabilities and commitments” on page F-54 of this DRHP.

12. Summary of Related Party Transactions

Following are the details of related party transactions for last three years as disclosed in the Restated Consolidated Financial Information:

(₹ in million)					
Type of Related Party	Nature of transaction	June 30, 2018	March 31, 2018	March 31, 2017	March 31, 2016
Entities in which directors or relatives of directors of the Group is interested	Imprest/advances given	-	-	-	0.05
	Rental income	0.04	0.17	-	-
Key Managerial Personnel	Remuneration	4.19	8.54	5.96	4.12
	Loans taken	-	1.08	-	21.50
	Loans repaid	-	-	-	24.33
	Imprest/advances given	-	-	-	0.6
Investing parties in respect of which the Group is an Associate	Reimbursement of expense	-	-	1.69	0.07
	Loans taken	-	-	-	10.00
	Fair valuation gain on CCPS	0.77	5.93	-	-
	Fair valuation loss on CCPS	-	-	23.71	-
	Loans repaid	-	-	-	10.00
	Interest on loans	-	-	-	0.51
	Proceeds from issue of CCPS	-	-	-	400.00

For further details please refer “Annexure VI- Related Party Transaction” on page F-59, under the chapter titled “Restated Financial Information” beginning on page 167 of this DRHP.

13. Financing Arrangements

There are no financing arrangements wherein the Promoters, Promoter Group, the Directors of our Company and 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 period of six months immediately preceding the date of the DRHP.

14. Weighted Average Price of the Equity Shares acquired by each of the Promoters and Selling Shareholder in the last one year preceding the date of this DRHP

During the preceding one year from the date of the DRHP, our Promoters Gaurav Jain and Santosh Jain were allotted 25,70,928 and 7,25,279 Equity Shares, respectively, pursuant to bonus issue of Equity Shares made by the Company on July 25, 2018 and August 10, 2018. Since the bonus allotment did not involve any consideration, the weighted average price of such Equity Shares is ₹ Nil.

During the preceding one year from the date of the DRHP, the Selling Shareholder was allotted 21,07,950 Equity Shares pursuant to bonus issue of Equity Shares made by the Company on July 25, 2018 and August 10, 2018. Further, the Selling Shareholder was allotted 12,47,484 Equity Shares pursuant to conversion of 311,871 CCPS in the conversion ratio of 4:1 on August 2, 2018. Taking into account the consideration received at the time of issue of CCPS, the weighted average price of the Equity Shares acquired by the Selling Shareholder during the preceding one year from the date of the DRHP, is ₹ 119.21.

For further details please see the chapter titled “Capital Structure” beginning on page 67 of this DRHP.

15. Average Cost of Acquisition of Shares for Promoters and Selling Shareholder

Name of the Promoter	No. of Shares held	Average cost of Acquisition (in ₹)
Promoters:		
a. Gaurav Jain	3,123,908	0.59
b. Santosh Jain	881,279	0.30
Selling Shareholder:		
a. SABR India Investment Pvt Ltd	3,764,358	245.59

For further details please see the chapter titled “*Capital Structure*” beginning on page 67 of this DRHP.

16. Pre-IPO placement

The Company does not intend to undertake Pre-IPO Placement in the Offer.

17. Issue of equity shares made in last one year for consideration other than cash

Following are the details of equity shares issued in the last one year for consideration other than cash or bonus:

Date of the allotment	No. of Equity Shares	Issue Price (in ₹)	Reasons for allotment	Benefits accruing to the Company	Persons to whom the allotments were made
July 25, 2018	5,137,158	Nil	Bonus Allotment	Nil	See Note 1 below
August 10, 2018	1,279,649	Nil	Bonus Allotment	Nil	See Note 2 below

Note 1: Allotment to Gaurav Jain [2,126,761 Equity Shares], [Santosh Jain 599,976]; Om Prakash & Sons [470,554 Equity Shares.], Tanu Jain [56,729 Equity Shares], Charu Kotia [24,038 Equity Shares], Arihant Roadlines (India) Private Limited [262,340 Equity Shares], Amit Mittal [24,038 Equity Shares], SABR India Investment Pvt Ltd. [1,572,722 Equity Shares]. Bonus Allotment has been made in the ratio of 3.846:1.

Note 2: Allotment to Gaurav Jain [444,167 Equity Shares]; Santosh Jain [125,303 Equity Shares]; Om Prakash & Sons [98,274 Equity Shares.]; Tanu Jain [11,848 Equity Shares]; Charu Kotia [5,020 Equity Shares]; Arihant Roadlines (India) Private Limited [54,789 Equity Shares]; Amit Mittal [5,020 Equity Shares]; SABR India Investment Pvt Ltd [535,228 Equity Shares]. Bonus allotment has been made in the ratio of 0.16575:1.

For further details please see the chapter titled “*Capital Structure*” beginning on page 67 of this DRHP.

18. Split/consolidation of Equity Shares in the last one year

No split/consolidation of equity shares have been made in the last one year prior to filing of this DRHP. For further details please see the chapter titled “*Capital Structure*” beginning on page 67 of this DRHP.

SECTION III- RISK FACTORS

An investment in Equity Shares involves a high degree of risk. You should carefully consider all the information in the Draft Red Herring Prospectus, including the risks and uncertainties described below, before making an investment in our Equity Shares. In making an investment decision, prospective investors must rely on their own examination of our Company and the terms of this Offer including the merits and risks involved. Any potential investor in, and subscriber of, the Equity Shares should also pay particular attention to the fact that we are governed in India by a legal and regulatory environment which in some material respects may be different from that which prevails in other countries. The risks and uncertainties described in this section are not the only risks and uncertainties we currently face. Additional risks and uncertainties not known to us or that we currently deem immaterial may also have an adverse effect on our business. If any of the following risks, or other risks that are not currently known or are now deemed immaterial, actually occur, our business, results of operations and financial condition could suffer, the price of our Equity Shares could decline, and you may lose all or part of your investment. Additionally, our business operations could also be affected by additional factors that are not presently known to us or that we currently consider as immaterial to our operations.

Unless otherwise stated in the relevant risk factors set forth below, we are not in a position to specify or quantify the financial or other implications of any of the risks mentioned herein. Unless otherwise stated, the financial information of our Company used in this section is derived from our Restated Consolidated Financial Information prepared in accordance with Ind AS and the Companies Act and restated in accordance with the SEBI ICDR Regulations. To obtain a better understanding, you should read this section in conjunction with the chapters titled “Our Business” beginning on page 118, “Industry Overview” beginning on page 96 and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” beginning on page 169 respectively, of this Draft Red Herring Prospectus as well as other financial information contained herein.

The following factors have been considered for determining the materiality of Risk Factors:

- *Some events may not be material individually but may be found material collectively;*
- *Some events may have material impact qualitatively instead of quantitatively;*
- *Some events may not be material at present but may have material impact in future.*

The financial and other related implications of risks concerned, wherever quantifiable, have been disclosed in the risk factors mentioned below. However, there are risk factors where the impact may not be quantifiable and hence the same has not been disclosed in such risk factors. Unless otherwise stated, the financial information of the Company used in this section is derived from our financial statements under Ind AS, as restated in this Draft Red Herring Prospectus. Unless otherwise stated, we are not in a position to specify or quantify the financial or other risks mentioned herein. For capitalized terms used but not defined in this chapter, refer to the chapter titled “Definitions and Abbreviations” beginning on page 1 of this Draft Red Herring Prospectus. The numbering of the risk factors has been done to facilitate ease of reading and reference and does not in any manner indicate the importance of one risk factor over another.

The risk factors are classified as under for the sake of better clarity and increased understanding:

- 1. Our Company, one of our Promoters, Directors and one of our Subsidiaries are parties to certain legal proceedings. Any adverse decision in such proceedings may have a material adverse effect on our business, results of operations and financial condition.**

Our Company, one of our Promoters, Directors and one of our Subsidiaries, CLPL are parties to certain legal proceedings. These legal proceedings are pending at different levels of adjudication before various courts, tribunals and forums. Mentioned below are the details of the proceedings involving our Company, Promoter, Directors and CLPL as on the date of this Draft Red Herring Prospectus along with the amount involved, to the extent quantifiable, based on the materiality policy for litigations, as approved by the Company in its Board meeting held on August 21, 2018.

(₹ in million)			
Sr. No.	Particulars	No. of cases	Amount*
A.	LITIGATION AGAINST COMPANY		
1.	Direct Tax Litigations	4	27.95
2.	Indirect Tax Litigations	1	1.65
3.	Other Pending Litigation	25	143.203

B.	LITIGATIONS FILED BY COMPANY		
1.	Criminal Matters	3	0.13
2.	Statutory/Regulatory Authorities	2	Not Ascertainable
3.	Indirect Tax Litigations	4	2.70
4.	Other Pending Litigations	3	8.67
C.	LITIGATIONS AGAINST DIRECTORS		
1.	Other Pending Litigation	1	Not Ascertainable
D.	LITIGATION AGAINST SUBSIDIARIES		
1.	Other Pending Litigation	3	3.6
E.	LITIGATIONS FILED BY SUBSIDIARIES		
1.	Statutory/Regulatory Authorities	1	Not Ascertainable
2.	Other Pending Litigation	1	Not Ascertainable

**The aforementioned amounts have been recorded to the extent they are quantifiable. The amounts mentioned above may be subject to additional interest rates and/or penalties being levied by the concerned authorities for delay in making payment or otherwise. Amount of interest and/ or penalty that may be levied is unascertainable as on the date of this Draft Red Herring Prospectus.*

There can be no assurance that these litigations will be decided in our favour or in favour of our Promoters, Directors and CLPL. Consequently, it may divert the attention of our management and Promoters and waste our corporate resources and we may incur significant expenses in such proceedings and may have to make provisions in our financial statements, which could increase our expenses and liabilities. If such claims are determined against us, there could be a material adverse effect on our reputation, business, financial condition and results of operations, which could adversely affect the trading price of our Equity Shares. For the details of the material litigations involving our Company, Promoter, Directors and CLPL, please see the chapter titled “*Outstanding Litigations and Material Developments*” beginning on page 203 of this Draft Red Herring Prospectus.

2. *We may not be able to acquire warehouses in desirable locations that are suitable for our expansion at commercially reasonable prices and our expansion plans may be delayed or affected by various factors*

While we generally enter into lease or license arrangements for ready-to-occupy warehouses, we also work with land owners in certain circumstances to assist them in constructing built-to-suit warehouses. The growth and success of our business significantly depend on our ability to lease or otherwise obtain rights to use warehouses at locations that are suitable for our operations and at commercially reasonable prices. When setting up new warehouses, we may encounter cost overruns or delays for various reasons including delays in construction, delay in receiving government approvals and non-delivery of equipment by suppliers which could lead to contractual renegotiations. As on date, we operate an aggregate of 5 warehouses in India, of which these 2 warehouses were located in the states of Haryana (Delhi NCR) and rest one each in Maharashtra, Karnataka and Telangana respectively, in India.

Our ability to obtain rights to use warehouses depends on a variety of factors that are beyond our control such as overall economic conditions, the availability of warehouses and logistics facilities, our ability to identify such properties and competition for such properties. In addition, properties in convenient locations or supported by quality infrastructure may command a premium, which may exceed our budget. The expansion of our warehouse facilities may be adversely affected by certain other factors, To the extent that we are unable to obtain rights to use or lease suitable warehouses and logistics facilities within the anticipated time frame or at commercially acceptable prices, our business, financial condition, results of operations and prospects may be materially and adversely affected.

3. *Our diverse and complex multi-location operations subject us to various statutory, legal and regulatory risks.*

Our future revenue growth depends upon the successful operation of our operating locations and warehouses, the efficiency of our supply chain management systems and the successful management of our sales, marketing, and support and service teams through direct and indirect channels in various states across India where our existing or potential clients are located. The expansion of our business may require that we establish new offices and warehouses and manage businesses in widely disparate states with different statutory, legal and regulatory framework. In addition, we may be affected by various factors inherent in carrying out business operations in several states in India, such as coordinating and managing operations in several locations, including different political, economic and business conditions and labour laws and associated uncertainties, exposure to different legal standards and enforcement mechanisms and compliance with regulations; and difficulties in staffing and managing operations,

including coordinating and interacting with our local representatives and business partners to fully understand local business and regulatory requirements. Any of these factors, alone or in combination, could materially and adversely affect our business, results of operations and financial condition and prospects.

4. *We may face claims relating to loss or damage to cargo, personal injury claims or other operating risks that are not adequately insured*

Our business is subject to various risks inherent in the integrated supply chain logistics industry, including potential liability to our clients which could result from, among other circumstances, personal injury or damage to property arising from accidents or incidents involving vehicles operated by us. We may be exposed to claims from our clients arising from theft, damage or loss of the materials that we manage movement of or store in our warehouses. We may, in certain circumstances, be required to compensate our clients in the event of any damage or loss of goods even though we may have secured insurance coverage for the goods transported or stored by us. We may become subject to liability for hazards which we cannot, or may not elect to, insure because of high premium costs or other reasons, or for occurrences which exceed maximum coverage under our policies.

While we believe that we maintain insurance coverage at levels and for risks that we believe are customary in our industry in India, we cannot assure you that there will not be any claims relating to loss or damage to goods, personal injury claims or other operating risks that are not adequately insured. We cannot assure you that the terms of our insurance policies will be adequate to cover any such damage or loss suffered or that such coverage will continue to be available on reasonable terms or will be available in sufficient amounts to cover one or more large claims, or that the insurer will not disclaim coverage as to any future claim. Furthermore, any accident or incident involving vehicles operated by our business partners, even if these vehicles are fully insured or we are held not to be liable, could negatively affect our reputation among clients and the public, thereby making it more difficult for us to compete effectively, and could significantly affect the cost and availability of insurance in the future. To the extent that any such uninsured risks materialize, our business, financial condition and results of operations may be materially and adversely affected.

5. *There have been some instances of non-filing/ delays /incorrect filings with certain statutory authorities. If the authorities impose monetary penalties on us or take certain punitive actions against our Company in relation to the same, our business, financial condition and results of operations could be adversely affected.*

In the past, there have been some instances of non-filings or incorrect filings or delays in filing statutory forms with the RoC, which have subsequently been filed along with the payment of additional fees, as specified by RoC. Except as mentioned in this Draft Red Herring Prospectus, till date, there has been no penalty levied on our Company for such delays/defaults. However, it cannot be assured that even in future no such penalty will be levied. Therefore, if the authorities impose monetary penalties on us or take certain punitive actions against our Company or its Directors / Officers in relation to the same, our business, financial condition and results of operations could be adversely affected.

The Company has made delays in filing the return of allotment forms with ROC for allotment of 20,000 Equity Shares on March 15, 2006; 500,000 Equity Shares on March 31, 2007; 149,599 Equity Shares on March 31, 2008 and 109,080 Equity Shares on March 31, 2009 and Form CHG-1 for one loan availed by the Company. While our Company has paid the requisite late fees as prescribed under the applicable company law at the time of the delayed filing, there can be no assurance that the concerned authorities will not impose any penalties/fines on our Company in this regard.

Further, there has been a delay in filing the requisite forms for creation of charge with the RoC for certain vehicle loans availed by our Company and CLPL and such delay may subject our Company and CLPL to imposition of fines/penalties by the appropriate authorities.

Further, our Company and CLPL have filed compounding applications with the National Company Law Tribunal, for delay in convening the AGM for the financial year-ended March 31, 2017. For further details, please see the chapter titled "Outstanding Litigations and Material Developments" beginning on page 203 of this DRHP.

6. *A select group of our customers contribute significantly to our revenues and failure to retain one or more of them will have an adverse effect on our financial performance and results of operations.*

During Fiscal 2017, Fiscal 2018, and period ended June 30, 2018, our top 10 customers contributed 83.77%, 89.89% and 94.33%, respectively, of our total revenue from operations. However, the composition and revenue generated from these clients might change as we continue to add new customers in normal course of business. Our revenues may be adversely affected if there is an adverse change in any of our customer's supply chain strategies or a reduction

in their outsourcing of logistics, storage operations, or if our customers decide to choose our competitors over us or if there is a significant reduction in the volume of our business with such clients.

We enter into contracts with our customers which are generally subject to periodic renewals and related negotiations. Our reliance on a select group of customers may also constrain our ability to negotiate these agreements. Our business from our customers is dependent on our continuing relationship with such customers, the quality of our services, competitive pricing and our ability to timely deliver on their orders, and there can be no assurance that such customers will continue to do business with us in the future on commercially acceptable terms or at all. While we believe we have maintained good and long term relationships with our customers, however, there can be no assurance that we will continue to have such long term relationship with them. Significant dependence on a select group of clients may increase the potential volatility of our results of operations and exposure to individual contract risks. Further any delay or default in payment by these customers may adversely affect our business, financial condition and results of operations.

A loss of any of our significant customers, a decrease in the volume of work our customers outsource to us or a decline in our prices may materially and adversely affect our business, operations, financial condition, results of operations and prospects.

7. *We operate in a highly fragmented and competitive industry and increased competition may lead to a reduction in our revenues, reduced profit margins or a loss of market share.*

There are several hundred players in the Indian logistics industry, small and large, organized and unorganized players. However, the share of organized large-scale players is growing rapidly due to structural changes in the industry coinciding with mega urbanization trends underway in India. Amongst the organized players, there are a few large players focused on traditional logistics services and temperature-controlled services. Therefore, we compete against various operators in different business segments in different geographic locations in addition to the regional and / or unorganised service providers. Further, the entry of large domestic or multinational companies may have a detrimental effect on our margins and business operations. Our competitors may successfully attract our clients by matching or exceeding what we offer. Among other things, our competitors may:

- reduce, or offer discounts on, their prices to gain business; matching their prices may increase our costs and limit our ability to maintain our operating margins or growth rate; or
- benefit from greater economies of scale if they are larger than us and operating efficiencies such as a broader logistics network, larger warehouse capacities, a wider range of services, larger brand recognition or greater financial resources than we do and may be able to devote greater resources to pricing and promotional programs.
- deploy more advanced technology platforms;
- enter into alliances with other logistics and warehouse services providers, increasing their distribution network or resources and technologies that may not be available to us;
- pose difficulties for us in acquiring customers in new sectors that may be dominated by them;

Our success depends on our ability to anticipate, understand and address the preferences of our existing and prospective clients as well as to understand evolving industry trends and our failure to adequately do so could adversely affect our business. Further, if our level of service deteriorates, or if we are unable to provide our services in a timely, reliable, safe and secure manner, our reputation and business may suffer.

8. *We depend significantly on clients in the QSR industry and are highly dependent on the performance of the QSR industry. A loss of, or a significant decrease in business from clients in the QSR industry could adversely affect our business and profitability.*

We depend significantly on clients operating in the QSR industry in India. Our clients operating in the QSR industry contributed 69.79%, 58.92% and 45.78% to our total revenue from operations for the period ended June 30, 2018, Fiscals 2018 and 2017, respectively. As a result of our dependence on these clients, any loss of business from, or any significant reduction in the volume of business with, any of these clients, if not replaced, could materially and adversely affect our business, financial condition and results of operations.

The QSR industry tends to be affected directly by trends in the general economy. The QSR industry is sensitive to general economic conditions and factors such as consumer preferences, food price inflation, employment and disposable income levels, technological changes, increasing environmental, health and safety regulations, government policies, manpower costs and high real estate prices which may negatively affect the demand for our

services. In particular, any technology driven disruption may change the way the QSR industry operates and could adversely affect certain of our existing clients if they are unable to anticipate and act upon these changes. Any significant reduction in sales of our clients, could have a significant negative effect on the demand for our services.

9. *We have incurred losses in the previous financial years.*

We have incurred losses on consolidated basis in the previous financial years. For the Fiscal 2016, we have reported a loss after tax of ₹ 92.08 lakhs which was 5.78% of our total revenue and for the Fiscal 2017, a loss after tax of ₹ 162.13 lakhs which was 7.06% of our total revenue. Though our Company had earned operating profits during the said periods and has reported positive EBITDA of ₹ 174.77 million for the year ended March 31, 2016 and ₹ 72.58 million for the year ended March 31, 2017, we could not cover our depreciation and finance expenses for the said periods primarily due to lower utilisation of our warehousing capacities and heavy fleet base. Further during the financial year ended March 31, 2017 we also accounted for loss on fair valuation of CCPS for Rs. 23.71 million. Sustained financial losses by us may not be perceived positively by external parties such as customers, bankers, suppliers etc., which may affect our credibility and business operations. Though going forward we aim to adopt such growth strategies which yield positive returns for the Group, there can be no assurance that we will be able to successfully implement such strategies or our strategies will not be affected by external factors adversely, the result of which could adversely affect our business, financial condition and results of operations.

10. *Our consolidated financial results are partly dependent on the performance of our Subsidiaries and any negative impact on their performance could adversely affect our financial condition and results of operations.*

Our Company has two Subsidiaries viz. CLPL and CityEx. Of the said Subsidiaries, CLPL is a material subsidiary as on the date of the DRHP. For the period ended June 30, 2018, March 31, 2018 and March 31, 2017, CLPL contributed 71.46%, 59.49% and 42.02% of our total revenue from operations on consolidated basis. The performance of our Subsidiaries is inter-alia governed by prevalent market conditions, various applicable laws, and is subject to various restrictions under borrowing arrangements. Any disruption in the business activities of our Subsidiaries and consequent fall in their revenue will adversely impact our consolidated financial results.

11. *Our business is highly dependent on technology and any disruption or failure of our technology systems may affect our operations.*

We believe that our technological capabilities play a key role in helping us effectively manage our pan-India operations, maintain operational and fiscal controls, and support our efforts to enhance client service levels. Our business is significantly dependent on the efficient and uninterrupted operation of our technology infrastructure and systems such as our transportation management system and control tower and our warehouse management system. The technology implemented by us is developed by third-party vendors, on whom we rely for the maintenance of our technology, which may result in us incurring additional costs in carrying out such maintenance from time to time. While our maintenance costs typically account for a small portion of our expenses, we may experience significant costs in the event that large-scale maintenance of our technology is required.

Our day-to-day operations are heavily dependent on our technology systems; however, we have not implemented disaster recovery systems, which could lead to adverse consequences in the event of disasters affecting our business. As a result, failure to meet our customers' technological demands or to protect against technological disruptions of our operations or operations of our customers could materially and adversely affect our business, financial condition and results of operations. Further, our operations are vulnerable to interruption by events beyond our control such as fire, earthquake, power loss, telecommunications or internet failures, terrorist attacks and computer viruses. We are also subject to hacking or other attacks on our IT systems and we cannot assure you that we will be able to successfully block or prevent all such attacks. Any breaches of our IT systems may require us to incur further expenditure on repairs or more advanced security systems. A significant system failure could adversely affect our ability to manage overall operations, thereby affecting our ability to deliver our services to our clients, affecting our reputation and revenues.

We expect our clients to continue to demand more sophisticated and customized solutions. We may lose clients and our business could be affected if we fail to implement and maintain our technology systems or fail to upgrade or replace our technology systems to handle increased volumes, meet the demands of our clients and protect against disruptions of our operations. Our operating efficiency may decline and our growth may suffer if our technology systems are unable to handle additional volume of our operations as we grow. Some of our existing technologies and processes in the business may become obsolete or perform less efficiently compared to newer and better technologies and processes in the future. Some of our competitors may have access to similar or superior technology or may have better adapted themselves to technological changes. Our industry could also experience unexpected disruptions from technology-based start-ups. The cost of upgrading or implementing new technologies, upgrading our equipment or

expanding their capacity could be significant and could adversely affect our business, operations, financial condition and results of operations.

12. *The industry in which we operate is labour intensive and our operations may be materially adversely affected by strikes, work stoppages or increased wage demands by our employees.*

Our industry being labour intensive is dependent on labour force for carrying out its operations. Shortage of skilled/unskilled personnel or work stoppages caused by disagreements with employees could have an adverse effect on our business and results of operations. We have not experienced any major disruptions in our business operations due to disputes or other problems with our work force in the past; however there can be no assurance that we will not experience such disruptions in the future. Such disruptions may adversely affect our business and results of operations and may also divert the management's attention and result in increased costs.

India has stringent labour legislation that protects the interests of workers, including legislation that sets forth detailed procedures for the establishment of unions, dispute resolution and employee removal and legislation that imposes certain financial obligations on employers upon retrenchment. We are also subject to laws and regulations governing relationships with employees, in such areas as minimum wage and maximum working hours, overtime, working conditions, hiring and terminating of employees and work permits. Although our employees are not currently unionized, there can be no assurance that they will not unionize in the future. If our employees unionize, it may become difficult for us to maintain flexible labour policies, and we may face the threat of labour unrest, work stoppages and diversion of our management's attention due to union intervention. If not resolved in a timely manner, these risks could limit our ability to provide our services to our clients, cause clients to limit their use of our services or result in an increase in our cost of employee benefits and other expenses. If any of these risks materialize, our business, results of operations and financial condition could be materially and adversely affected.

13. *Our contracts with our clients are generally time bound and contain termination provisions. Our business may be adversely affected if our contracts with our clients are not renewed within the anticipated timeframe, or at all. We may also incur losses as a result of excess capacity at our warehousing facilities if contracts are not renewed as anticipated.*

A majority of our client contracts typically have a tenure ranging from one to three years. Further, most of our contracts can be terminated by our clients with or without cause, by giving short notice and without compensation and our business may be adversely affected if our contracts with our clients are not renewed within the anticipated timeframe, or at all. Our inability to secure new contracts to offset the loss of these contracts or our inability to accurately forecast the renewal of client contracts may create uncertainties with respect of our revenues and earnings from our client contracts, any of which may in turn materially and adversely affect our business, financial condition and results of operations. Further, we are typically required to provide warehousing capacity for our integrated food supply chain and distribution clients. In order to meet such client requirements, we lease or license properties from third parties for operating our warehouses and other logistics facilities. We maintain or increase these logistics facilities on the basis of actual demand or our projections of future demand, which may involve uncertainties. In the event our clients decide to terminate, or not renew, their contracts with us and we are not able to use or sell our excess capacity, our business, operations, financial condition and results of operations may be materially and adversely affected.

14. *We operate all of our warehousing facilities under lease or license arrangements and we do not own the premises where our registered office is situated. Further, we have also taken on lease, our corporate office at Kundli and our branch offices at various cities. If we are unable to timely renew our leases or enter into fresh agreements on favourable terms or at all, our business, financial condition and results of operations may be adversely affected.*

Our Company does not own the land where our Company's registered office is situated. Further, we have also taken on lease our corporate office at Kundli and our branch offices at various cities. In terms of the lease agreement, we pay monthly rent for the land on which such offices are situated. In the event the lease agreement is terminated prior to the expiry of the lease period or if we are unable to secure a renewal of the lease, we will be required to relocate such offices for which we may be required to incur significant expenditure. In addition, identifying suitable land for such offices could place significant demands on our senior management and other resources. Any inability on our part to timely identify a suitable location for our registered office, corporate office or branch offices could have an adverse impact on our business.

As an integrated temperature controlled supply chain and distribution Company, our warehouses are critical to our business. For the period ended June 30, 2018, March 31, 2018 and March 31, 2017 our warehousing business constituted 19.00%, 10.30% and 3.18% of our total revenue from operations. Consequently, our warehouses are crucial to our business. With the increasing unavailability, and rising cost, of land, and with the implementation of

the new Goods and Services Tax framework in 2017, our business has opted for an asset-light warehouse strategy. Accordingly, as on June 30, 2018, all our warehouses have been taken on lease. We could be required to relocate these warehouses, should the leases be terminated for any reason. In addition, we may fail to negotiate the renewal of our leases or leave and licence agreements for our premises, either on commercially acceptable terms or at all, which could result in increased rental rates for subsequent renewals or setting up of new premises, or to close facilities in desirable locations, affecting our financial condition and operations. Further, many of our rental premises are built-to-suit to specific needs and requirements. If we are unable to renew underlying agreements on favourable terms or at all, we may be forced to move to new facilities and incur significant capital expenditures and others costs in customising such locations to suit needs and requirements. Further, moving also involves costs associated with moving inventory, including potential damage to inventory. These potential increased rental costs and other costs for new facilities could materially and adversely affect our business, financial condition and results of operations. Further, there can be no assurance that a relocated warehouse will be as commercially viable. If an agreement is terminated, prior to its tenure or if it is not renewed or if we are required to cease business operations at a property, for any reason whatsoever, our business, financial condition and results of operations may be adversely affected. Further, if the vacated property is leased or sold to a competitor, we may also face increased competition in that geographic area which could adversely affect our market share and revenues.

15. *In addition to own fleet, we use services of third party transportation service providers and any disruption in their operations or a decrease in the quality of their services could affect our Company's reputation and results of operations.*

To carry our logistics business, we largely use our own vehicles and partially hire third party transportation provider services. The availability of third party transportation may be uncertain during periods of high demand. In addition, we do not have any control over the servicing and maintenance of these vehicles. Any non-availability of hired trucks, delay in obtaining them and/ or break down, on road repairs or service interruptions may result in loss of orders, delays in delivery of cargo which could lead to customer dissatisfaction and loss of business, which in turn could adversely affect our business, results of operations and financial condition.

16. *The success of our businesses depends on the infrastructure support and facilities in the areas we currently operate in or intend to operate in the near future.*

Infrastructure support and facilities, particularly public roads and highways, is critical to the success of our businesses and our prospects. While we conduct research with regard to development plans for transportation infrastructure such as highways, railways, ports and airports before we establish a facility at a location, we cannot assure you that such plans will be executed in a timely manner, or at all. If the transportation infrastructure necessary to support our businesses is not established in time, or at all, we may not be able to fulfil our services to our clients. Failure to fulfil our service obligations may materially and adversely affect our business, operations, results of operations and prospects. Furthermore, as India's economy and urban areas continue to develop, existing transportation infrastructure and traffic conditions necessary to support our businesses may deteriorate, which in turn may render the location of our warehouses and other logistics facilities inadequate to support our businesses. Any such occurrence may materially and adversely affect our business, financial condition and results of operations.

17. *We may be held liable for the payment of wages to the contract labour we engage in our business.*

In order to retain flexibility and ensure timely availability of a pool of skilled and non-skilled workers, our Company engages contract labour throughout our business. Although our Company does not employ such contract labour directly, we may be held responsible for any wage payments to be made to such contract labour in the event of default by the third-party agencies who employ them. If we are required to pay the wages of the independent contract labour, our results of operations and financial condition could be adversely affected. Further, we could be held liable for the acts committed by, or omission on the part of, personnel engaged by us on a contract basis.

18. *If we are not able to obtain, renew or maintain our statutory and regulatory licenses, registrations and approvals required to operate our business, it may have a material adverse effect on our business, results of operations and financial condition.*

We require certain statutory and regulatory licenses, registrations and approvals to operate our business some of which are granted for a fixed period of time and need to be renewed from time to time. Further, in the future, we may also be required to obtain new licenses, registrations and approvals for any proposed operations, including any expansion of existing operations. There can be no assurance that the relevant authorities will renew such licenses, registrations and approvals in a timely manner or at all. Further, these licenses, registrations and approvals are subject to several conditions, and we cannot assure that we will be able to continuously meet such conditions or be able to prove compliance with such conditions to statutory authorities, and this may lead to cancellation, revocation or suspension of relevant licenses, approvals and registrations. If we are unable to renew, maintain or obtain the required

registrations or approvals, it may result in the interruption of our operations and may have a material adverse effect on our revenues and operations. Failure by us to renew, maintain or obtain the required licenses or approvals, or cancellation, suspension, or revocation of any of the licenses, approvals and registrations may result in the interruption of our operations and may have a material adverse effect on our business. For further details on the licenses obtained by us and licenses for which renewal applications have been made, please see the chapter titled “Government and Other Statutory Approvals” beginning on page 219 of this Draft Red Herring Prospectus.

19. *Our Company’s Restated Consolidated Financial Information, contained restatement adjustments as a result of certain audit qualifications that were made in the auditor’s report in respect of the audited financial statements of one of our Subsidiaries viz Coldex Logistics Private Limited for the Fiscal 2016 and 2017. Further, our statutory auditors have included certain comments on internal financial controls over financial reporting in their auditor’s reports for the Fiscal 2016 and 2017.*

For the Fiscal 2016 and Fiscal 2017, our subsidiary, CLPL’s audited financial statements contained specific qualifications in the auditor’s report issued by their statutory auditors with regard to recognising lease payments under operating leases as expenses in the statement of profit and loss based on contractual arrangement of such lease arrangement instead of straight lining the rentals over the lease term as required by the Accounting Standard 19. However, such qualifications were appropriately addressed / adjusted in the respective fiscals as a part of the restated consolidated financial information of our Company.

Further, our statutory auditors have reported certain comments on internal financial controls over financial reporting for the Fiscal 2016 and for the Fiscal 2017. These matters include lack of appropriate internal control system by the Group for carrying out proper reconciliation of transactions and balances with customers, holding company’s internal financial controls over recognition of provision for doubtful trade receivables and bad debts not operating effectively, Company’s internal financial controls for settlement of advances given to drivers on conclusion of trips not operating effectively, amongst others. For details on such observations by our statutory auditor, please refer to the chapter titled “Restated Financial Information” beginning on page 167 of the DRHP.

Further, our statutory auditors have also reported certain observations in their standalone audit reports on the Companies (Auditors Report) Order, 2016 for the year ended March 31, 2018, March 31, 2017 and March 31, 2016. These matters mainly include certain undisputed statutory dues being deposited with delays in few cases, certain statutory dues not being deposited on account of disputes with the relevant authorities and delays in repayment of dues to banks and financial institutions. Investors should consider the same in evaluation of our financial position, results of operation and cash flows.

20. *We are heavily dependent on machinery and equipment for our operations. Any break-down of our machinery or equipment will have a significant impact on our business, financial results and growth prospects. Further we are susceptible to risks relating to interruptions and disruptions at our logistics and warehousing facilities.*

Our businesses are heavily dependent on trucks, machinery and equipment including air conditioners, refrigeration infrastructure, data loggers, reefer vehicles, and material handling equipment, including reach trucks and forklifts. In particular, our reefer trucks and other refrigeration equipment are critical to our temperature-controlled supply chain and distribution operations, and any failure or breakdown of such trucks or equipment could significantly affect our operations in that business. Any significant malfunction or breakdown of our machinery, equipment or vehicles may entail significant repair and maintenance costs and cause delays in our operations. Further, if we are unable to repair the malfunctioning machinery, equipment or vehicles, our operations may need to be suspended until we procure machinery to replace the same. Any malfunction or break-down of our machinery, vehicles or equipment may also cause the quality of products stored with us to be affected, including perishable products in our temperature-controlled supply chain and distribution operations. Consequently, we may be liable for breach of our contractual obligations with our customers. Any breach of our obligations may result in termination of our contracts with our customers which could have an adverse impact on business, reputation and our financial results. Further, we may also be open to public liability from the end consumer for defects in the quality of the perishable products we store and transport. Accordingly, any breakdown of our machinery, vehicles or equipment may have a significant effect on our business, reputation, financial results and growth. Also, the operations at our various logistics and warehousing facilities are subject to various operating risks such as power supply or processes, natural disasters and accidents. Any interruption of our operations at our various logistics and warehousing facilities could significantly reduce our ability to manage and carry out our business operations.

21. *We do not verify the contents of the goods transported and stored by us, thereby exposing us to the risks associated with the transportation and storage of goods in violation of applicable regulations.*

We transport and store various goods as part of our business. While we obtain a declaration from the client regarding the contents of the parcel consignment and its value, we do not independently verify its contents. We also do not have any equipment to enable us to verify all our consignments prior to loading such consignments on our vehicles or storing them in our warehouses. Accordingly, we are unable to guarantee that these parcels do not contain any hazardous or illegal goods. In such circumstances, our business partners' vehicles may be confiscated, which could in turn, adversely affect our business, operations and reputation. Further, we are subject to a broad range of national, state and local safety laws and regulations. In the course of our operations, we may store, transport or arrange for the storage or transportation of substances defined as hazardous under applicable laws. If any damage or injury occurs as a result of our storage or transportation of hazardous, explosive or illegal materials, we may be subject to claims from third parties, and bear liability, for such damage or injury even if we were unaware of the presence of the hazardous, explosive or illegal materials, which could materially and adversely affect our business, operations, reputation, financial condition and results of operations.

22. *We are exposed to the risk of delays or non-payment by our clients and other counterparties, which may also result in cash flow mismatches.*

We are exposed to counterparty credit risk in the usual course of our business dealings with our clients or other counterparties who may delay or fail to make payments or perform their other contractual obligations. As at June 30, 2018, March 31, 2018, and 2017, there were outstanding trade receivables of ₹436.12 million, ₹427.69 million and ₹380.53 million, respectively, of which ₹88.49 million, ₹90.22 million and ₹74.06 million, respectively, had been past due 6 (six) months but not impaired. We also provide advances to our suppliers, of which ₹33.62 million remained outstanding as at June 30, 2018. Written-off advances and receivables of ₹0.89 million, ₹0.06 million and ₹0.58 million were recognized in period ended June 30, 2018, March 31, 2018, and 2017, respectively. The financial condition of our clients, suppliers and other counterparties may be affected by the performance of their business which may be impacted by several factors including general economic conditions. We cannot assure you of the continued viability of our clients or suppliers or that we will accurately assess their creditworthiness. We also cannot assure you that we will be able to collect the whole or any part of any overdue payments. Any material non-payment or non-performance by our clients' suppliers or other counterparties could adversely affect our financial condition, results of operations and cash flows.

The credit period offered by our suppliers is generally lesser than what we generally grant our clients. The longer credit period granted to our clients compared to that offered by our suppliers may potentially result in certain cash flow mismatches. We cannot assure you that we will not experience any significant cash flow mismatches in the future or that our cash flow management measures will function properly, or at all. If we fail to properly manage the possible cash flow mismatches, our financial condition, results of operations and cash flows could be materially and adversely affected.

23. *Our Company, its Promoters and certain others have entered into a Subscription Agreement dated February 15, 2016 and a Shareholder's Agreement dated February 15, 2016 with SABR India Investment Pvt Ltd consisting of certain affirmative rights and covenants, and failure or delay in obtaining their consents could adversely affect our business and operations.*

Our Company, its Promoters and certain others have entered into a Subscription Agreement dated February 15, 2016 ("SA") and a Shareholder's Agreement dated February 15, 2016 ("SHA") with SABR India Investment Pvt Ltd in terms of which 311,871 CCPS were issued to SABR India Investment Pvt Ltd. The said CCPS were converted into 1,247,484 Equity Shares on August 2, 2018 and as on date, there are no outstanding CCPS.

The SHA grants SABR India Investment Pvt Ltd certain rights in our Company, such as: (i) right to appoint nominee directors on our Board and on the board of our Subsidiaries; (ii) affirmative voting rights in relation to reserved matters such as creation of joint ventures, mergers, declaration of dividend beyond a stipulated limit, incurring of indebtedness beyond a stipulated limit, winding-up or dissolution of our Company, change in statutory and internal auditors, change in registered office of our Company and entering into any contracts with a financial liability beyond a stipulated limit; (iii) restriction on our Company to issue Equity Shares to third parties without the prior consent of SABR India Investment Pvt Ltd; (iv) exit rights and (v) information rights.

The SA and SHA were amended through a Letter Agreement dated July 25, 2018 and a Letter Agreement dated September 11, 2018 respectively. In terms of the amendment to the SHA, the SHA shall terminate on the date of commencement of listing and trading of the Equity Shares of the Company on any recognised stock exchange in India pursuant to the Offer, however, the right of SABR India Investment Pvt Ltd in relation to appointment of a nominee director and of certain accrued rights/obligations of the parties, shall survive post termination of the SHA and/or the consummation of the Offer, as per the terms of the aforementioned Letter Agreements.

Further, the said Agreement also contains certain other restrictive provisions with respect to the Company and its Promoters. Failure or delay in obtaining such consents can have significant consequences on our capacity to expand and therefore adversely affect our business and operations. However, in terms of the Agreement, these rights shall terminate on successful completion of this Offer. For further details pertaining to the SA and SHA, please see the chapter titled “History and Certain Corporate Matters ” beginning on page 138 of this DRHP.

24. Our Company requires significant amounts of working capital for a continued growth. Our inability to meet our working capital requirements may have an adverse effect on our results of operations.

Our business requires a significant amount of working capital for smooth functioning. A significant portion of our working capital is utilized towards trade receivables. Our Company’s net working capital requirement for the period ended June 30, 2018 and for the Fiscal March 31, 2018 amounted to ₹ 402.78 million and ₹ 400.04 million respectively as per our audited standalone financial statements.

Our Company meet its requirement for working capital majorly through banking facilities or internal accruals. In future, our inability, if any to meet our working capital requirements or inability to renew our existing working capital requirements through banking arrangements can adversely impact our business operations and financial position. Our Company intends to continue growing by expanding our business operations. This may result in increase in the quantum of current assets particularly trade receivables and inventories. The inability of our Company to maintain sufficient cash flow, credit facility and other sources of fund, in a timely manner, or at all, to meet the requirement of working capital could adversely affect our financial condition and result of our operations.

25. Our Subsidiaries Coldex Logistics Private Limited and CityEx Logitech Private Limited and our Group Company, Coldex Foundation has incurred losses in the previous financial years.

Sustained financial losses by our Subsidiaries may not be perceived positively by external parties such as customers, bankers, suppliers etc., which may affect our credibility and business operations. Our subsidiaries CLPL and CityEx and Group Company, Coldex Foundation have incurred losses in previous financial years:

Financial Performance of CLPL

(₹ in million)

Particulars	2017-18 (Ind AS)	2016-17 (Ind AS)	2015-16 (Indian GAAP)
Paid Up Capital	0.10	0.10	0.10
Reserves and Surplus	(133.96)	(243.35)	(135.50)
Net Worth	(133.86)	(243.25)	(135.40)
Sales and other income	1582.88	963.07	130.06
Profit/(loss) after tax	84.36	(118.89)	(62.37)
NAV (in ₹)	(13,386.30)	(24,325.40)	(13539.84)

Financial Performance of CityEx

(₹ in million)

Particulars	2017-18	2016-17	2015-16
Paid Up Capital	0.50	-	-
Reserves and Surplus	(2.64)	-	-
Net Worth	(2.14)	-	-
Sales and other income	2.57	-	-
Profit/(loss) after tax	(2.64)	-	-
NAV (in ₹)	(42.82)	-	-

Financial Performance of Coldex Foundation

(₹ in million)

Particulars	2017-18	2016-17	2015-16
Paid Up Capital	0.10	0.10	0.10
Reserves and Surplus	(0.20)	(0.20)	(0.13)
Net Worth	(0.10)	(0.10)	(0.03)
Sales and other income	0.68	-	-

Particulars	2017-18	2016-17	2015-16
Profit/(loss) after tax	(0.01)	(0.07)	(0.05)
NAV (in ₹)	(10.49)	(9.88)	(3.05)

There can be no assurance that our Subsidiaries or Group Company 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.

26. *Inability to pass on any increase in operating expenses to our customers may adversely affect our business and results of operations.*

Rental expenses for leased space, power and fuel costs labour expenses, employee expenses, freight & forwarding expenses, fleet running and maintenance costs represent some of our most significant operating costs and an increase in such costs or inability to pass on such increased costs to our customers will adversely affect our results of operations. For the three months' period ended June 30, 2018 and Fiscal 2018, operating costs represented 37.02% and 44.84%, respectively of our revenue from operations. Furthermore, increases in the costs of our vendors may increase our costs of securing services from our vendors such as transportation and contract labour services, which will also adversely affect our results of operations to the extent we cannot pass these increases on to our customers. The cost of fuel has increased significantly recently and fluctuates significantly due to various factors beyond our control, including, international prices of crude oil and petroleum products, global and regional demand and supply conditions, geopolitical uncertainties, import cost of crude oil, government policies and regulations and availability of alternative fuels. In addition, the Government of India deregulated diesel prices in India removing certain subsidies on diesel prices, and the price of diesel and consequently our fuel cost, have fluctuated significantly in recent periods. Further, rental costs for our leased facilities and pricing for our leased vehicles are subject to potential increases. We cannot assure you that we will be able to renew our leased facilities on favourable terms or continue to lease our vehicles at favourable prices. Although historically we have generally been able to pass on an increase in operating costs to our customers through an increase in our prices, there can be no assurance that we will be able to pass on any such increase in the future to our customers, either wholly or in part, and our profitability and results of operations may be adversely affected.

27. *We are dependent upon few suppliers for supply of stock in trade for our integrated distribution business. In an eventuality where our suppliers are unable to perform the services in a time-bound manner it may have a material adverse effect on our business operations and profitability.*

For the period ended June 30, 2018 and for the year ended March 31, 2018 our top 10 suppliers with respect to our integrated distribution business contributed around 81.59% and 75.13%, respectively of our purchases made, as per our Restated Consolidated Financial Information. In the event of a delay, inadequacy or default in supply of the stock in trade required by any of our suppliers, we may not be able to obtain the required material on an adequate and timely basis or on commercially acceptable terms. A major disruption to the timely and adequate supplies of the required materials from our suppliers could adversely affect our business, results of operations and financial condition.

28. *Our business is dependent on the road network and our ability to utilize our vehicles in an uninterrupted manner. Any disruptions or delays in this regard could adversely affect us and our business which shall lead to a loss of reputation and/ or profitability.*

Our business operations in the transportation business are dependent on the road network. There are various factors which affect road transport such as political unrest, bad weather conditions, natural calamities, regional disturbances, fatigue or exhaustion of drivers, improper conduct of the drivers, accidents or mishaps and third party negligence. Even though we undertake various measures to avoid or mitigate such factors to the extent possible, some of these could cause extensive damage and affect our operations and/ or condition of our fleet and thereby increase our maintenance and operational cost. Also, any such interruption or disruptions could cause delays in the delivery of our consignments to their destination and/ or also cause damage to the transported cargo. We may be held liable to pay compensation for losses incurred by our customers in this regard, and/ or losses or injuries sustained by other third parties. Further, such delays and/ or damage may cause a loss of reputation, which, over a period of time could lead to a decline in business. In the event that the goods to be delivered have a short shelf life, any delay in the delivery of such goods could also expose us to additional losses and claims.

29. *Our inability to effectively manage our growth or to successfully implement our business plan and growth strategy could have an adverse effect on our business, results of operations and financial condition. The success of our business will depend greatly on our ability to effectively implement our business and growth strategy.*

Our growth strategy requires us to develop and strengthen relationships with existing customers for our business

who may drive high volume orders on an ongoing basis. To remain competitive, we seek to increase our business from existing customers, add new customers, as well as expand into new geographical markets.

Our success in implementing our growth strategies may be affected by:

- our ability to invest further in infrastructure and continue to expand our surface logistics and warehousing network;
- shift of focus from fulfilment services to integrated distribution business model;
- our ability to create demand for our existing services;
- our ability to maintain the quality of our service;
- our ability to increase our customer base;
- our ability to cater to new industries and business segments;
- the general condition of the global economy (particularly of India and the other markets that we may operate in);
- our ability to compete effectively with existing and future competitors,
- changes in the Indian or international regulatory environment applicable to us.

Many of these factors are beyond our control and there is no assurance that we will succeed in implementing our strategies. We also aim to enhance and develop ourselves as a supply chain management organisation brand in India by focusing further resources, including management time and effort, developing supply chain network and developing our brand. We may not be successful in developing our brand image as we intend to.

While we have successfully executed our business strategy in the past, there can be no assurance that we will be able to execute our strategy on time and within our estimated budget, or that our expansion and development plans will increase our profitability. Any of these factors could adversely impact our results of operations. We expect our growth strategy to place significant demands on our management, financial and other resources and require us to continue developing and improving our operational, financial and other internal controls. Our inability to manage our business and growth strategy could have a material adverse effect on our business, financial condition and profitability.

30. If we are unable to identify inorganic growth opportunities and acquisition targets, our growth strategy, business, financial condition, results of operations and prospects may be adversely affected.

We seek to grow our business both organically and inorganically. As part of our growth strategy we intend to selectively evaluate targets or partners for strategic acquisitions and investments in order to strengthen our range of service offerings and customer portfolio, leveraging operational synergies and to acquire new logistics, warehousing product platforms in order to strengthen our position as an integrated food supply chain and distribution Company. We are continuously evaluating projects, including acquisition opportunities, some of which we may realize in the imminent future and which may be material to our business, financial condition or results of operations. Such acquisitions and expansions are capital intensive. We cannot assure you that we will identify suitable acquisition or investment opportunities or that if we do identify suitable opportunities, that we will complete those transactions on terms commercially acceptable to us or at all, which may adversely affect our competitiveness and growth prospects. If we complete such an acquisition, we could encounter difficulties and risks in integrating the acquired operations such as appointment of personnel required for operations, establishing relations with existing clients and employees, etc. We cannot assure you that we will be able to achieve the strategic purpose of such acquisition or operational integration or our targeted return on investment. If an entity we acquire is not efficiently or completely integrated with us, our business, financial condition and results of operations could be adversely affected. For further details please see the chapter titled “Objects of the Offer” beginning on page 79 of this DRHP.

31. If we are unable to source business opportunities effectively, we may not achieve our financial objectives.

Our ability to achieve our financial objectives will depend on our ability to identify, evaluate and accomplish business opportunities. To grow our business, we will need to hire, train, supervise and manage new employees and to implement systems capable of effectively accommodating our growth. However, we cannot assure you that any such employees will contribute to the success of our business or that we will implement such systems effectively. Our failure to source business opportunities effectively could have a material adverse effect on our business, financial condition and results of operations. It is also possible that the strategies used by us in the future may be different from those presently in use. No assurance can be given that our analyses of market and other data or the strategies we use or plans in future to use will be successful under various market conditions.

32. *Failure in maintaining the requisite standard for storage of products warehoused with us / transported through us could have a negative impact on our business.*

We are required to maintain the requisite standard for storage of the products that we warehouse and transport. We achieve this through various means including by ensuring that our temperature controlled warehouses adhere to prescribed regulatory standards and deploying data loggers in our vehicles to ensure continuous monitoring of temperature. However, if we consistently, or frequently, fail to maintain the prescribed and / or requisite standards at our temperature controlled warehouses or in our vehicles, we may be unable to retain our customers which will have an adverse impact on our business, growth prospects and our financial results. In particular, given that we are engaged in the storage and transportation of food products, the Food Safety and Standards Act, 2006 requires us to obtain licences to operate as a 'food business operator'. Any failure on our part to obtain such licence, or comply with the standards prescribed under the Food Safety and Standards Act, 2006, may result in adverse actions being taken against us by the concerned authorities. Further, under the terms of the agreements entered into with our temperature-controlled logistics customers, if the products delivered by us do not meet the requirements specified by our customers, then our customers may dispose of the products in a manner convenient to them, and the cost of such disposal may be adjusted from payments due to us.

Some of the products warehoused and/or transported by us are perishable in nature. In the event that we fail to maintain the prescribed and / or requisite standards of storage or if the integrity of products that are warehoused or transported is compromised, we could be in breach of our contractual obligations to our customers which could lead, amongst others, to monetary damages. For further details, please see the chapter titled 'Outstanding Litigation and Material Developments' beginning on page 203 of this Draft Red Herring Prospectus. In addition, given that a majority of the products handled by us are ultimately consumed by the general public we face potential public liability which may not be addressed by the insurance coverage obtained by us.

33. *Our business is exposed to uncertain weather conditions.*

The business in which our Group is engaged is highly exposed to weather conditions which are uncertain. During monsoon season, warehouses face certain issues w.r.t moisture, water clogging, etc. which ultimately affects the storage of goods and its quality. Due to such uncontrollable situations, products may be damaged raising a question on our service. Further, transportation during extreme weather conditions becomes tougher for drivers which may affect the timeliness of our delivery and services. In the event of any such adverse situation, our business may be affected.

34. *We could be adversely affected by instances of food-borne illness, as well as widespread negative publicity regarding food quality, illness, injury or other health concerns.*

Negative publicity, real or perceived, about food quality, illness, injury or other health concerns (including from life-style diseases) or similar issues stemming from food products we store or distribute for our customers in the food and beverage sector could materially and adversely affect us, regardless of whether they pertain to our own temperature-controlled facilities or those operated by others. For example, health concerns about the consumption of meat products or specific events such as outbreaks of food-borne illnesses could lead to changes in consumer preferences, thereby affecting the business of our customers resulting in loss of business to us. In addition, we cannot guarantee that our operational controls and employee training will be effective in preventing food-borne illnesses, food tampering and other food safety issues that may affect our operations. Food-borne illness or food tampering incidents could be caused by customers, employees or food suppliers and transporters and, therefore, could be outside of our control.

35. *We experience the effects of seasonality, which may result in our operating results fluctuating significantly.*

Some of our customers' businesses are subject to seasonality, which in turn, affects our business. For instance, our customers in the QSR industry and ice cream industry experience higher demand during summer holidays in India, and our operations from such customers increase accordingly during such periods. As a result of such seasonality, our quarterly financial results may fluctuate significantly. Accordingly, results for any one quarter are not necessarily indicative of results to be expected for any other quarter and declines in demand during our peak seasonal periods could materially and adversely affect our business, financial condition or results of operations.

36. *Accidents could result in the slowdown or stoppage of our operations and could also cause damage to life and property.*

We believe that each of our facilities and transport vehicles have adequate equipment to ensure and meet necessary safety standards. However, certain accidents or mishaps may be unavoidable or may occur on account of negligence in complying with prescribed safety standards. Therefore, although we take all necessary steps to ensure safety, accidents, including human fatalities, may occur and there can be no assurance that our safety measures and the

precautions undertaken will be completely effective or sufficient. Further, although we maintain third-party liability insurance, the liability incurred may far exceed the insurance cover. Any accident at our facilities or involving our transport vehicles could also harm our reputation. Such accidents, irrespective of the monetary liability, may have an adverse effect on our business and reputation.

- 37. *We could become liable to customers, suffer adverse publicity and incur substantial costs as a result of defects in our services, which in turn could adversely affect the value of our brand, and our sales could be diminished if we are associated with negative publicity.***

Any failure or defect in our services could result in a claim against us for damages, regardless of our responsibility for such a failure or defect. We currently carry no liability insurance with respect to our services. Although we attempt to maintain quality standards, we cannot assure that all our services would be of uniform quality, which in turn could adversely affect the value of our brand, and our sales could be diminished if we are associated with negative publicity.

Also, our business is dependent on the trust our customers have in the quality of our services. Any negative publicity regarding our company, brand, or services, including those arising from a drop in quality of our vendors or any unforeseen event, could affect our reputation and our results from operations.

- 38. *We have referred to the data derived from industry report commissioned from CARE.***

We have retained the services of an independent third party research agency, CARE, to prepare a report on the integrated supply chain logistics, excerpts from which have been included in this Draft Red Herring Prospectus. The report prepared by CARE is subject to various limitations and based upon certain assumptions that are subjective in nature. There can be no assurance that the assumptions adopted by this third party agency for the purposes of preparing their research report will prove to be accurate. If any of these assumptions are incorrect, the understanding of the integrated supply chain logistics could be materially different from that set forth in the report.

- 39. *Any increase in interest rates would have an adverse effect on our results of operations and will expose our Company to interest rate risks.***

We are dependent upon the availability of equity, cash balances and debt financing to fund our operations and growth. Our secured debt has been availed at floating rates of interest. Any fluctuations in interest rates may directly impact the interest costs of such loans and, in particular, any increase in interest rates could adversely affect our results of operations. Furthermore, our indebtedness means that a material portion of our expected cash flow may be required to be dedicated to the payment of interest on our indebtedness, thereby reducing the funds available to us for use in our general business operations. If interest rates increase, our interest payments will increase and our ability to obtain additional debt and non-fund based facilities could be adversely affected with a concurrent adverse effect on our business, financial condition and results of operations. For further details, please see the chapter titled *Financial Indebtedness* beginning on page 201 of this Draft Red Herring Prospectus.

- 40. *Our lenders have charge over our movable and immovable properties in respect of finance availed by us.***

We have provided security in respect of loans / facilities availed by us from banks and financial institutions by creating a charge over our movable and immovable properties. The total amounts outstanding and payable by us as secured loans were ₹525.74 million, ₹535.89 million and ₹611.73 million as on June 30, 2018, March 31, 2018 and March 31, 2017 respectively. In the event we default in repayment of the loans / facilities availed by us and any interest thereof, our properties may be subject to forfeiture by lenders, which in turn could have significant adverse effect on business, financial condition or results of operations. For further details please see the chapter titled "Financial Indebtedness" beginning on page 201 of this Draft Red Herring Prospectus.

- 41. *We have unsecured loans which are repayable on demand. Any demand loan from lenders for repayment of such unsecured loans, may adversely affect our cash flows.***

As on June 30, 2018, we have unsecured loans amounting to ₹1.00 million as per our Restated Consolidated Financial Information from related parties that are repayable on demand to the relevant lender. Further, these loans are not repayable in accordance with any agreed repayment schedule and may be recalled by the relevant lender at any time. Any such unexpected demand or accelerated repayment may have a material adverse effect on the business, cash flows and financial condition of the borrower against which repayment is sought. Any demand from lenders for repayment of such unsecured loans, may adversely affect our cash flows. For further details of unsecured loans of our Company, please see the chapter titled "Restated Financial Information" beginning on page 167 of this Draft Red Herring Prospectus.

- 42. Our loan agreements with various lenders have several restrictive covenants and certain unconditional rights in favour of the lenders, which could influence our ability to expand, in turn affecting our business and results of operations. Further as on the date of the Draft Red Herring Prospectus our Company has not received consent from one of our lenders to undertake this Offer. Non receipt of such consent could lead to noncompliance of the terms of loan agreements entered into by our Company with the said lender.**

We have entered into agreements for short term and long term borrowings with certain lenders. As on March 31, 2017, March 31, 2018 and June 30, 2018 an aggregate of ₹420.51 million, ₹419.85 and ₹419.56 million as working capital facilities respectively and ₹191.22 million, ₹116.04 million and ₹106.18 as term loans was outstanding towards loans availed from banks respectively. The credit facilities availed by our Company are secured by way of mortgage of fixed assets, hypothecation of current assets (both present and future), and personal guarantees given by our Promoters. In case we are not able to pay our dues in time, the same may amount to a default under the loan documentation and all the penal and termination provisions therein would get triggered and the loans granted to the Company may be recalled with penal interest. This could severely affect our operations and financial condition. In addition to the above, our loan documentation includes certain conditions and covenants that require us to obtain consents from the aforesaid banks prior to carrying out certain activities like entering into any amalgamation, demerger, merger and corporate reconstruction, changing our management and operating structure, making any fresh borrowings or creating fresh charges on assets, etc. Any failure to comply with any condition or covenant under our financing agreements that is not waived by the lending banks or is not otherwise cured by us, may lead to a termination of our credit facilities, acceleration of all amounts due under the said credit facility, which may adversely affect our ability to conduct our business and operations or implement our business plans. Further, the said credit facilities can be renewed/enhanced/cancelled/suspended/reduced and the terms and conditions of the same can be altered by the lending banks, at their discretion. In the event, the lending banks refuse to renew / enhance the credit facilities and/or cancels / suspends / reduces the said credit facilities and/or alters the terms and conditions to the derogation of our Company, our existing operations as well as our future business prospects and financial condition may be severely affected.

Further, as on the date of the Draft Red Herring Prospectus, we have not received consent from one of our lenders for undertaking the Offer. We cannot assure you that such lenders will grant us the requisite consent for this Offer. Non-receipt of such consent could lead to non-compliance of the terms of loan agreements entered into by our Company with the lender.

- 43. Our Promoters have provided personal guarantees to certain loan facilities availed by us, which if revoked may require alternative guarantees, repayment of amounts due or termination of the facilities.**

Our Promoters have provided personal guarantees in relation to certain loan facilities availed of by us. In the event that any of these guarantees are revoked, the lenders for such facilities may require alternate guarantees, repayment of amounts outstanding under such facilities, or may even terminate such facilities. We may not be successful in procuring alternative guarantees satisfactory to the lenders, and as a result may need to repay outstanding amounts under such facilities or seek additional sources of capital, which may not be available on acceptable terms or at all and any such failure to raise additional capital could affect our operations and our financial condition.

- 44. Some of our corporate records including forms filed with the Registrar of Companies are not traceable.**

Certain of our Company's corporate records and regulatory filings with Registrar of Companies including (a) Form 2 for allotment of Equity Shares made in the year 1999; and (b) Annual filing forms viz. Form 23AC-23ACA for the years prior to 2006 are not traceable by our Company. Despite having conducted an extensive search of our internal records, we have not been able to retrieve the aforementioned documents and therefore have placed reliance on the minutes of the meeting of the board of directors and shareholders for such matters. Further, such records are also not available in the records of RoC, as certified by the search report dated November 21, 2018 from Pasrija & Associates, Company Secretaries. Therefore, we cannot assure you that these records will be available in future and or that the same were made in timely manner or not.

- 45. We have certain contingent liabilities that have not been provided for in our Company's financials which if materialised, could adversely affect our financial condition.**

Our contingent liabilities as per Restated Consolidated Financial Information as on June 30, 2018 is as under:

(₹ in million)		
Sr. No.	Particulars	As at June 30, 2018
1.	Income tax matter in respect of regular assessment for the assessment year 2008-09 pending before Hon'ble High Court of Madhya Pradesh	13.08

2.	Income tax matter in respect of regular assessment for the assessment year 2009-10 pending before Hon'ble High Court of Madhya Pradesh	9.06
3.	Income tax matter in respect of regular assessment for the assessment year 2010-11 pending before CIT (Appeals)#	3.51
	Total	25.65

In the event any such contingencies mentioned above were to materialize or if our contingent liabilities were to increase in the future, our financial condition could be adversely affected. For further details, please see "Annexure VI- Note 45- Contingent liabilities and commitments" on page F-54 under the chapter titled "Restated Financial Information" beginning on page 167 of this Draft Red Herring Prospectus.

46. *We have in the past entered into related party transactions and may continue to do so in the future.*

Our Company has entered into certain transactions with our related parties including our Promoters, the Promoter Group, Group Company, our Directors and their relatives. While we believe that all such transactions have been conducted on the arm's length basis, there can be no assurance that we could not have achieved more favourable terms had such transactions not been entered into with related parties. Furthermore, it is likely that we will enter into related party transactions in the future. There can be no assurance that such transactions, individually or in the aggregate, will not have an adverse effect on our financial condition and results of operation. For details on the transactions entered by us, please refer to section "Annexure VI- Related Party Transactions" on page F-59 under chapter titled "Restated Financial Information" beginning on page 167 of this Draft Red Herring Prospectus.

For the period ended June 30, 2018 and for Fiscals 2018, 2017 and 2016, as per our Restated Consolidated Financial Information, the aggregate amount of such related party transactions was ₹5.00 million, ₹15.72 million, ₹ 31.36 million and ₹471.18 million, respectively. The percentage of the aggregate value such related party transactions to our revenue from operations in June 30, 2018, Fiscals 2018, 2017 and 2016 was 0.60%, 0.61%, 1.39% and 29.91%, respectively. We cannot assure you that such transactions, individually or in the aggregate, will always be in the best interests of our minority Shareholders and it will not have an adverse effect on our business, results of operations, cash flows and financial condition.

47. *Our insurance policies do not cover all risks, specifically risks like product defect/liability risk, loss of profits and terrorism. In the event of the occurrence of such events, our insurance coverage may not adequately protect us against possible risk of loss.*

We have obtained insurance coverage in respect of certain risks. Our significant insurance policies consist of, among others, personal accident insurance, Fire floater policy, standard fire and special perils and vehicle Insurance in respect of certain of our premises and vehicles. While we believe that we maintain insurance coverage in adequate amounts consistent with size of our business, our insurance policies do not cover all risks, specifically risks like product defect/liability risk, loss of profits, losses due to terrorism, etc. There can be no assurance that our insurance policies will be adequate to cover the losses in respect of which the insurance has been availed. If we suffer a significant uninsured loss or if insurance claim in respect of the subject-matter of insurance is not accepted or any insured loss suffered by us significantly exceeds our insurance coverage, our business, financial condition and results of operations may be materially and adversely affected.

48. *The Promoter Group of our Company does not include immediate relatives of one of our Promoter viz. Santosh Jain*

The Promoter Group of our Company does not include some relatives of one of our Promoters, Mrs. Santosh Jain namely, P.K.Jain, J.C. Jain, Kamlesh Jain, Padam Chand Jain, Rajrani Jain and Vimlesh Jain or any entities in which the abovementioned persons may have interest since they have refused to provide any information pertaining to themselves and such entities in which they may have interest. Moreover, they do not own shareholding in our Company and are also not involved in the business of our Company. These relatives through their separate declarations dated June 23, 2018 have expressed their unwillingness to constitute themselves under the "Promoter Group" of the Company and has requested that consequently their entities should not be considered to be part of the "Promoter Group" and "Group Companies". Information related to business/financial interest held by them are not accessible for the purpose of disclosure in the Draft Red Herring Prospectus/Red Herring Prospectus/ Prospectus. Therefore, though there are no formal disassociation agreements, they are not treated as part of Promoter Group and the disclosures made in this Draft Red Herring Prospectus are limited to the extent of information that has been made available by our Promoters in relation to Promoter Group and Group Companies.

49. *Our Promoters and members of the Promoter Group will continue jointly to retain majority control over our Company after the Offer, which will allow them to determine the outcome of matters submitted to shareholders for approval.*

After completion of the Offer, our Promoters and Promoter Group will collectively own [●]% of the Equity Shares. As a result, our Promoters together with the members of the Promoter Group will be able to exercise a significant degree of influence over us and will be able to control the outcome of any proposal that can be approved by a majority shareholder vote, including, the election of members to our Board, in accordance with the Companies Act and our Articles of Association. Such a concentration of ownership may also have the effect of delaying, preventing or deterring a change in control of our Company.

In addition, our Promoters will continue to have the ability to cause us to take actions that are not in, or may conflict with, our interests or the interests of some or all of our creditors or minority shareholders, and we cannot assure you that such actions will not have an adverse effect on our future financial performance or the price of our Equity Shares.

- 50. *We have not made any alternate arrangements for meeting our capital requirements for the Objects of the Offer. Further we have not identified any alternate source of financing the ‘Objects of the Offer’. Any shortfall in raising / meeting the same could adversely affect our growth plans, operations and financial performance.***

As on date, we have not made any alternate arrangements for meeting our capital requirements for the objects of the Offer. We meet our capital requirements through our bank finance, owned funds and internal accruals. Any shortfall in our net owned funds, internal accruals and our inability to raise debt in future would result in us being unable to meet our capital requirements, which in turn will negatively affect our financial condition and results of operations. Further, we have not identified any alternate source of funding and hence any failure or delay on our part to raise money from this Offer or any shortfall in the Offer proceeds may delay the implementation schedule and could adversely affect our growth plans. For further details please refer to the chapter titled “Objects of the Offer” beginning on page 79 of this Draft Red Herring Prospectus.

- 51. *Our ability to pay dividends in the future will depend upon our future earnings, financial condition, cash flows, working capital requirements, capital expenditure and restrictive covenants in our financing arrangements.***

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 dividends in the foreseeable future. Any future determination as to the declaration and payment of dividends will be at the discretion of our Board of Directors and will depend on factors that our Board of Directors deem relevant, including among others, our results of operations, financial condition, cash requirements, business prospects and any other financing arrangements. Additionally, under some of our loan agreements, we may not be permitted to declare any dividends, if there is a default under such loan agreements or unless our Company has paid all the dues to the lender up to the date on which the dividend is declared or paid or has made satisfactory provisions thereof. Accordingly, realization of a gain on shareholders investments may largely depend upon the appreciation of the price of our Equity Shares. There can be no assurance that our Equity Shares will appreciate in value. For further details of our dividend history, please see chapter titled “Dividend Policy” beginning on page 166 of this Draft Red Herring Prospectus.

- 52. *Our Company’s management will have flexibility in applying the proceeds of this Offer within the parameters as mentioned in the chapter titled ‘Objects of this Offer’ beginning on page 79 of this Draft Red Herring Prospectus. The fund requirement and deployment mentioned in the Objects of this Offer have not been appraised by any bank or financial institution.***

We intend to use Net Proceeds from Fresh Issue towards investment in IT infrastructure, investment in subsidiary to meet their working capital requirements, acquisitions & strategic initiatives and general corporate purposes. We intend to deploy the Net Proceeds from Fresh Issue in financial year 2019 and 2020 and such deployment is based on certain assumptions and strategy which our Company believes to implement in future. The funds raised from the Offer may remain idle on account of change in assumptions, market conditions, strategy of our Company, etc. For further details on the use of the Net Proceeds from Fresh Issue, please refer to the chapter titled “Objects of the Offer” beginning on page 79 of this Draft Red Herring Prospectus.

The deployment of funds for the purposes described above is at the discretion of our Company’s Board of Directors. The fund requirement and deployment is based on internal management estimates and has not been appraised by any bank or financial institution. Accordingly, within the parameters as mentioned in the chapter titled ‘Objects of the Offer’ beginning on page 79 of this Draft Red Herring Prospectus, the Management will have significant flexibility in applying the proceeds received by our Company from the Fresh Issue. Our Board of Directors will monitor the proceeds of this Offer.

- 53. *Any variation in the utilisation of the Net Proceeds would be subject to certain compliance requirements, including prior shareholders’ approval.***

We intend to use Net Proceeds from Fresh Issue towards investment in IT infrastructure, investment in subsidiary to meet their working capital requirements, acquisitions & strategic initiatives and general corporate purposes. For further details of the proposed objects of the Offer, please see chapter titled “Objects of the Offer” on beginning on page 79. 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. In accordance with Section 27 of the Companies Act, 2013, we cannot undertake any variation in the utilization 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 utilization 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, our Promoters or controlling Shareholders would be required to provide an exit opportunity to the 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 by SEBI. Additionally, the requirement on Promoters or controlling shareholders to provide an exit opportunity to such dissenting shareholders may deter the Promoters or controlling shareholders from agreeing to the variation of the proposed utilization of the Net Proceeds, even if such variation is in the interest of our Company. Further, we cannot assure you that the Promoters or the controlling shareholders of our Company will have adequate resources at their disposal at all times to enable them to provide an exit opportunity at the price prescribed by SEBI. In light of these factors, we may not be able to undertake variation of objects of the Offer to use any unutilized proceeds of the Fresh Issue, if any, or vary the terms of any contract referred to in the Draft Red Herring Prospectus, even if such variation is in the interest of our Company. This may restrict our Company’s ability to respond to any change in our business or financial condition by re-deploying the unutilized portion of Net Proceeds, if any, or varying the terms of contract, which may adversely affect our business and results of operations.

- 54. *The deployment of funds raised through this Offer shall not be subject to any Monitoring Agency and shall be purely dependent on the discretion of the management of our Company.***

Since the proceeds from Fresh Issue are less than ₹1,000 Million, there is no mandatory requirement of appointing an Independent Monitoring Agency for overseeing the deployment of utilization of funds raised through this Offer. The deployment of these funds raised through this Offer, is hence, at the discretion of the Management and the Board of Directors of our Company and will not be subject to monitoring by any independent agency. Any inability on our part to effectively utilize the Offer proceeds could adversely affect our financials.

- 55. *Our future funds requirements, in the form of fresh issue of capital or securities and/or loans taken by us, may be prejudicial to the interest of the shareholders depending upon the terms on which they are eventually raised.***

We may require additional capital from time to time depending on our business needs. Any fresh issue of shares or convertible securities would dilute the shareholding of the existing shareholders and such issuance may be done on terms and conditions, which may not be favourable to the then existing shareholders. If such funds are raised in the form of loans or debt, then it may substantially increase our interest burden and decrease our cash flows, thus prejudicially affecting our profitability and ability to pay dividends to our shareholders.

- 56. *Our success depends largely upon the services of our Directors, Promoters and other Key Managerial Personnel and our ability to attract and retain them. Demand for Key Managerial Personnel in the industry is intense and our inability to attract and retain Key Managerial Personnel may affect the operations of our Company.***

Our success is substantially dependent on the expertise and services of our Directors, Promoters and our Key Managerial Personnel. They provide expertise which enables us to make well informed decisions in relation to our business and our future prospects. Our future performance will depend upon the continued services of these persons. Demand for Key Managerial Personnel in the industry is intense. We cannot assure you that we will be able to retain any or all, or that our succession planning will help to replace, the key members of our management. The loss of the services of such key members of our management team and the failure of any succession plans to replace such key members could have an adverse effect on our business and the results of our operations.

- 57. *Our Promoters, some of our Directors and Key Managerial Personnel have interests in our Company other than the reimbursement of expenses and normal remuneration or benefits. Any such interests may result in a conflict of interest, which may have an adverse effect on our business.***

Our Promoters, some of our Directors and key managerial personnel may be deemed to be interested in our Company, in addition to regular remuneration or benefits and reimbursements of expenses, to the extent of Equity Shares held by them, their relatives, their dividend or bonus entitlement, benefits arising from their directorship in our Company, and to the extent of sitting fee payable to them for attending each of our Board and Committee meetings. Therefore, some of the above interests may conflict with the duties of these persons as Promoters /

Directors of the Company. For further details, please see the chapters titled “Our Management” and “Our Promoters and Promoter Group” beginning on pages 143 and 156, respectively of this Draft Red Herring Prospectus.

- 58. *We could be harmed by employee misconduct or errors that are difficult to detect and any such incidences could adversely affect our financial condition, results of operations and reputation.***

Employee misconduct or errors could expose us to business risks or losses, including regulatory sanctions and cause serious harm to our reputation. There can be no assurance that we will be able to detect or deter such misconduct. Moreover, the precautions we take to prevent and detect such activity may not be effective in all cases. Our employees and agents may also commit errors that could subject us to claims and proceedings for alleged negligence, as well as regulatory actions on account of which our business, financial condition, results of operations and goodwill could be adversely affected.

- 59. *The average cost of acquisition of Equity Shares by our Promoters could be lower than the floor price.***

Our Promoters average cost of acquisition of Equity Shares in our Company may be lower than the Floor Price of the Price Band as may be decided by the Company in consultation with the BRLM. For further details regarding average cost of acquisition of Equity Shares by our Promoters in our Company and build-up of Equity Shares by our Promoters in our Company, please refer to the chapter titled “Capital Structure” beginning on page 67 of this Draft Red Herring Prospectus.

- 60. *We have issued Equity Shares in the last twelve months, the price of which may be lower than the Offer Price.***

Our Company has issued 6,416,807 Bonus Shares which is at a price lower than the Offer Price in the last twelve months. We have also converted 311, 871 Preference shares of face value of ₹40 each into 1,247,484 Equity Shares of face value of ₹10/- each on August 2, 2018. However, we cannot assure that such issue is above or below the Offer Price, which will be discovered through book building process and will be finalized by our Company in consultation with the BRLM. For further details of Equity Shares issued, please refer to chapter titled, ‘Capital Structure’ beginning on page 67 of this Draft Red Herring Prospectus.

Offer Specific Risks

- 61. *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 in accordance with the SEBI ICDR Regulations 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 of our Company, market conditions specific to the industry we operate in, developments relating to India, volatility in securities markets in jurisdictions other than India, 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.

- 62. *Holders of Equity Shares may be restricted in their ability to exercise pre-emptive rights under Indian law and thereby suffer future dilution of their ownership position.***

Under the Companies Act, a company 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 prior to issuance of any new equity shares, unless the pre-emptive rights have been waived by the adoption of a special resolution by shareholders of such company.

However, if the law of the jurisdiction that you are in does not permit the exercise of such pre-emptive rights without our filing an offering document or registration statement with the applicable authority in such jurisdiction, you will be unable to exercise such 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 interests in our Company may be reduced.

- 63. *The Offer price of our Equity Shares may not be indicative of the market price of our Equity Shares after the Offer and the market price of our Equity Shares may decline below the Offer price and you may not be able to sell your Equity Shares at or above the Offer Price.***

The Offer Price of our Equity Shares will be determined by book built method. This price is based on numerous factors (For further information, please refer chapter titled “Basis for Offer Price” beginning on page 88 of this Draft Red Herring Prospectus) and may not be indicative of the market price of the Equity Shares of the Company after the Offer. The market price of our 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 sell your Equity Shares at or above the Offer Price. Among the factors that could affect our share price include without limitation. The following:

- Quarterly variations in the rate of growth of our financial indicators, such as earnings per share, net income and revenues;
- Changes in revenue or earnings estimates or publication of research reports by analysts;
- Speculation in the press or investment community;
- General market conditions; and
- Domestic and international economic, legal and regulatory factors unrelated to our performance.

64. *Any future issuance of Equity Shares, or convertible securities or other equity linked securities by our Company may dilute your shareholding and any sale of Equity Shares by our Promoters or members of our Promoter Group may adversely affect the trading price of the Equity Shares.*

Any future issuance of the Equity Shares, convertible securities or securities linked to the Equity Shares by our Company, including through exercise of employee stock options granted pursuant to the ESOP Schemes may dilute your shareholding in our Company, adversely affect the trading price of the Equity Shares and our ability to raise capital through an Offer of our securities. In addition, any perception by investors that such issuances or sales might occur could also affect the trading price of the Equity Shares. We cannot assure you that we will not Offer additional Equity Shares. The disposal of Equity Shares by any of our Promoters and Promoter Group, or the perception that such sales may occur may significantly affect the trading price of the Equity Shares. We cannot assure you that our Promoters and Promoter Group will not dispose of, pledge or encumber their Equity Shares in the future.

65. *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 also 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 equity shareholders. For example, the exchange rate between the Rupee and the U.S. dollar has fluctuated substantially in recent years 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.

66. *Rights of shareholders under Indian laws may be more limited than under the laws of other jurisdictions.*

Indian legal principles related to 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 shareholder in an Indian company than as shareholder of a corporation in another jurisdiction.

67. *A portion of the proceeds from this Offer will not be available to us.*

This Offer includes an Offer for Sale of upto 16,56,408 Equity Shares by the Selling Shareholder. Accordingly, the proceeds from the Offer for Sale will be remitted to the Selling Shareholder and our Company will not benefit from such proceeds.

68. *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 our Company is 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. Our Company 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.

EXTERNAL RISK FACTORS

69. *Significant differences exist between Ind AS, Indian GAAP and other accounting principles, such as US GAAP and International Financial Reporting Standards ("IFRS"), which investors may be more familiar with and consider material to their assessment of our financial condition.*

Our restated consolidated summary statements of assets and liabilities as at June 30, 2018, March 31, 2018, March 31, 2017 and March 31, 2016, and restated consolidated summary statements of profit and loss (including other comprehensive income), cash flows and changes in equity for the three months period ended June 30, 2018 and Fiscals 2018, 2017 and 2016 have been prepared in accordance with the Indian Accounting Standards notified under Section 133 of the Companies Act, 2013, read with the Ind AS Rules and restated in accordance with the SEBI ICDR Regulations, the SEBI Circular and the Prospectus Guidance Note.

We have not attempted to quantify the impact of US GAAP, IFRS or any other system of accounting principles on the financial data included in this Draft Red Herring Prospectus, nor do we provide a reconciliation of our financial statements to those of US GAAP, IFRS or any other accounting principles. US GAAP and IFRS differ in significant respects from Ind AS and Indian GAAP. Accordingly, the degree to which the Restated Financial Information included in this Draft Red Herring Prospectus will provide meaningful information is entirely dependent on the readers level of familiarity with Ind AS, Indian GAAP and the SEBI ICDR Regulations. Any reliance by persons not familiar with Indian accounting practices on the financial disclosures presented in this Draft Red Herring Prospectus should accordingly be limited.

70. *We may be affected by competition law in India and any adverse application or interpretation of the Competition Act could in turn adversely affect our business.*

The Competition Act was enacted for the purpose of preventing practices that have or are likely to have an adverse effect on competition in India and has mandated the CCI to regulate such practices. Under the Competition Act, any arrangement, understanding or action, whether formal or informal, which causes or is likely to cause an appreciable adverse effect on competition is void and attracts substantial penalties. Further, any agreement among competitors which, directly or indirectly, involves determination of purchase or sale prices, limits or controls production, or shares the market by way of geographical area or number of subscribers in the relevant market is presumed to have an appreciable adverse effect in the relevant market in India and shall be void.

The Competition Act also prohibits abuse of a dominant position by any enterprise. On March 4, 2011, the Central Government notified and brought into force the Competition Commission of India (Procedure in regard to the transaction of business relating to combinations) Regulations (Combination Regulations) under the Competition Act with effect from June 1, 2011. The Combination Regulations require acquisitions of shares, voting rights, assets or control or mergers or amalgamations that cross the prescribed asset and turnover based thresholds to be mandatorily notified to, and pre-approved by, the CCI. Additionally, on May 11, 2011, the CCI issued the Competition Commission of India (Procedure for Transaction of Business Relating to Combinations) Regulations, 2011, which sets out the mechanism for implementation of the merger control regime in India. The Competition Act aims to, among other things, prohibit all agreements and transactions which may have an appreciable adverse effect in India. Consequently, all agreements entered into by us could be within the purview of the Competition Act. Further, the CCI has extraterritorial powers and can investigate any agreements, abusive conduct or combination occurring outside of India if such agreement, conduct or combination has an appreciable adverse effect in India. However, the impact of the provisions of the Competition Act on the agreements entered into by us cannot be predicted with certainty at this stage. We do not have any outstanding notices in relation to non-compliance with the Competition Act or the agreements entered into by us. However, 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 or if any prohibition or substantial penalties are levied under the Competition Act, it would adversely affect our business

71. *Changing laws, rules and regulations and legal uncertainties, including adverse application of tax laws, may adversely affect our business, prospects and results of operations.*

The regulatory and policy environment in which we operate is evolving and subject to change. Such changes may adversely affect our business, results of operations and prospects, to the extent that we are unable to suitably respond to and comply with any such changes in applicable law and policy. For example, the Government of India implemented a comprehensive national goods and services tax regime with effect from July 1, 2017 that combines multiple taxes and levies by the Central and State Governments into a unified tax structure. While the Government of India and certain state governments have announced that all committed incentives will be protected following the implementation of the GST, given that the various rules and regulations regarding the new regime are being evaluated in terms of various implications concerning the GST, we cannot provide you with any assurance as to this or any other aspect of the tax regime following implementation of the GST including anti profiteering regulations of the new tax regime and availability of input tax credit.

Further, the Union Budget presented in the Indian Parliament on February 1, 2018, proposed a number of amendments to the existing direct and indirect tax regime which includes the withdrawal of long term capital gains exemptions on equity shares, long term capital gains applicability in the hands of Foreign Institutional Investors and applicability of dividend distribution tax for certain transactions with shareholders, among others. Prospective investors should consult their own tax advisors in relation to the consequences of investing in the Equity Shares.

Unfavourable changes in or interpretations of existing, or the promulgation of new, laws, rules and regulations including foreign investment laws governing our business, operations and group structure could result in us being deemed to be in contravention of such laws and may require us to apply for additional approvals. We may incur increased costs and other burdens relating to compliance with such new requirements, which may also require significant management time and other resources, and any failure to comply may adversely affect our business, results of operations and prospects. Uncertainty in the applicability, interpretation or implementation of any amendment to, or change in, governing law, regulation or policy, 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 businesses or restrict our ability to grow our businesses in the future.

72. *Investors may not be able to enforce a judgment of a foreign court against our Company.*

Our Company is incorporated under the laws of India. Our Company's assets are primarily located in India and the majority of our Directors and all our Key Managerial Personnel are residents of India. As a result, it may not be possible for investors to effect service of process upon our Company or such persons in jurisdictions outside India, or to enforce against them judgments obtained in courts outside India. Moreover, it is unlikely that a court in India would award damages on the same basis as a foreign court if an action were brought in India or that an Indian court would enforce foreign judgments if it viewed the amount of damages as excessive or inconsistent with Indian public policy.

73. *You may be subject to Indian taxes arising out of capital gains on the sale of the Equity Shares.*

Under current Indian tax laws, unless specifically exempted, capital gains arising from the sale of Equity Shares in an Indian company are generally taxable in India. Any gain realized on the sale of listed equity shares on a stock exchange held for more than 12 months will not be subject to long term capital gains tax in India if Securities Transaction Tax ("STT") is paid on the sale transaction and additionally, as stipulated by the Finance Act, 2017, STT had been paid at the time of acquisition of such equity shares, except in the case of such acquisitions where STT could not have been paid, as notified by the Central Government under notification no. 43/2017/F. No. 370142/09/2017-TPL on June 5, 2017. However, Finance Bill, 2018, proposes to tax such long term capital gains exceeding ₹ 100,000 arising from sale of Equity Shares on or after April 1, 2018, while continuing to exempt the unrealized capital gains earned up to January 31, 2018 on such Equity Shares. 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 a domestic stock exchange on which the Equity Shares are sold. Further, any gain realized on the sale of listed equity shares held for a period of 12 months or less will be subject to short term capital gains tax in India. Capital gains arising from the sale of the Equity Shares will be exempt from taxation in India in cases where the exemption from taxation in India is provided under a treaty between India and the country of which the seller is resident. Generally, Indian tax treaties do not limit India's ability to impose tax on capital gains. As a result, residents of other countries may be liable for tax in India as well as in their own jurisdiction on a gain upon the sale of the Equity Shares.

74. *Political instability or a change in economic liberalization and deregulation policies could seriously harm business and economic conditions in India generally and our business in particular.*

The Government of India has traditionally exercised and continues to exercise influence over many aspects of the economy. Our business and the market price and liquidity of our Equity Shares may be affected by interest rates, changes in Government policy, taxation, social and civil unrest and other political, economic or other developments in or affecting India. The rate of economic liberalization could change, and specific laws and policies affecting the information technology sector, foreign investment and other matters affecting investment in our securities could change as well. Any significant change in such liberalization and deregulation policies could adversely affect business and economic conditions in India, generally, and our business, prospects, financial condition and results of operations, in particular.

75. *We are subject to regulatory, economic and social and political uncertainties and other factors beyond our control.*

We are incorporated in India and we conduct our corporate affairs and our business in India. Our Equity Shares are proposed to be listed on the BSE and the NSE, subject to the receipt of the final listing and trading approvals from the respective Stock Exchanges. Consequently, our business, operations, financial performance and the market price of our Equity Shares will be affected by interest rates, government policies, taxation, social and ethnic instability and other political and economic developments affecting India.

Factors that may adversely affect the Indian economy, and hence our results of operations may include:

- any exchange rate fluctuations, the imposition of currency controls and restrictions on the right to convert or repatriate currency or export assets;
- any scarcity of credit or other financing in India, resulting in an adverse effect on economic conditions in India and scarcity of financing for our expansions;
- prevailing income conditions among Indian customers and Indian corporations;
- political instability, terrorism, military conflict, epidemic or public health issues in India or in countries in the region or globally, including in India's various neighbouring countries;
- macroeconomic factors and central bank regulation, including in relation to interest rates movements which may in turn adversely impact our access to capital and increase our borrowing costs;
- Instability in financial markets and volatility in, and actual or perceived trends in trading activity on, India's principal stock exchanges;
- decline in India's foreign exchange reserves which may affect liquidity in the Indian economy;
- downgrading of India's sovereign debt rating by rating agencies;
- difficulty in developing any necessary partnerships with local businesses on commercially acceptable terms and/or a timely basis.
- changes in India's tax, trade, fiscal or monetary policies; and
- other significant regulatory or economic developments in or affecting India or its logistics sector.

Moreover, a fall in the purchasing power of our customers, for any reason whatsoever, including rising consumer inflation, availability of financing to our customers, changing governmental policies and a slowdown in economic growth may have an adverse effect on our customers' revenues, savings and could in turn negatively affect their demand for our products. For instance, demonetization of 500 and 1,000 currency notes was announced in November 2016. The immediate impact of the announcement led to people depositing their cash in banks and the Indian economy was drained out of liquid cash for a brief period. In addition, any slowdown or perceived slowdown in the Indian economy, or in specific sectors of the Indian economy, could adversely affect our business, results of operations and financial condition and the price of the Equity Shares.

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

The annual rate of inflation was at 3.18% (provisional) for the month of April 2018 (over April 2017) as compared to 2.47% (provisional) for the previous month and 3.85% during the corresponding month of 2017. (Source: Index Numbers of Wholesale Price in India, Review for the month of April 2018, published on May 14, 2018 by Government of India, Ministry of Commerce and Industry). Continued high rates of inflation may increase our expenses related to salaries or wages payable to our employees or any other expenses. There can be no assurance that we will be able to pass on any additional expenses to our customers or that our revenue will increase proportionately corresponding to such inflation. Accordingly, high rates of inflation in India could have an adverse effect on our profitability and, if significant, on our financial condition.

77. *Foreign investors are subject to foreign investment restrictions under Indian law that limits our ability to attract foreign investors, which may adversely impact the market price of the Equity Shares.*

Under the foreign exchange regulations currently in force in India, transfer of shares between non-residents and residents are freely permitted (subject to certain exceptions) if they comply with the pricing guidelines and reporting requirements specified by the RBI. If the transfer of shares, which are sought to be transferred, is not in compliance with such pricing guidelines or reporting requirements or fall under any of the exceptions referred to above, then the prior approval of the RBI will be required. Additionally, shareholders who seek to convert the Rupee proceeds from a sale of shares in India into foreign currency and repatriate that foreign currency from India will require a no objection/ tax clearance certificate from the income tax authority. 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.

78. *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. 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.

79. *Any downgrading of India's sovereign rating by an independent agency may harm our ability to raise financing.*

India's sovereign rating is Baa2 with a "stable" outlook (Moody's), BBB- with a "stable" outlook (S&P) and BBB- with a "stable" outlook (Fitch). Any adverse revisions to India's credit ratings for domestic and international debt by international rating agencies may adversely impact our ability to raise additional financing, and the interest rates and other commercial terms at which such additional financing may be available. This could have an adverse effect on our business and future financial performance, our ability to obtain financing for capital expenditures and the trading price of our Equity Shares.

There has been no public market for the Equity Shares of our Company prior to this Offer and an active trading market for the Equity Shares may not develop or be sustained after this Offer. Further, the price at which the Equity Shares are initially traded may not correspond to the prices at which the Equity Shares will trade in the market subsequent to this Offer.

80. *Natural calamities could have a negative impact on the Indian economy and cause our Company's business to suffer.*

India has experienced natural calamities such as earthquakes, tsunamis, floods etc. in recent years. The extent and severity of these natural disasters determine their impact on the Indian economy. Prolonged spells of abnormal rainfall or other natural calamities could have a negative impact on the Indian economy, which could adversely affect our business, prospects, financial condition and results of operations as well as the price of the Equity Shares.

81. *The occurrence of natural or man-made disasters may adversely affect our business, financial condition, results of operations and cash flows.*

The occurrence of natural disasters, including hurricanes, floods, tsunamis, earthquakes, tornadoes, fires, explosions, pandemic disease and man-made disasters, including acts of terrorism and military actions, may adversely affect our financial condition or results of operations. The potential impact of a natural disaster on our results of operations and financial position is speculative and would depend on numerous factors. In addition, an outbreak of a communicable disease in India or in the particular region in which we have projects would adversely affect our business and financial conditions and the result of operations. We cannot assure prospective investors that such events will not occur in the future or that our business, financial condition, results of operations and cash flows will not be adversely affected.

82. *Terrorist attacks, civil unrests and other acts of violence or war in South Asia could adversely affect the financial markets, our business, financial condition and the price of our Equity Shares.*

India has, from time to time, experienced social and civil unrest within the country and hostilities with neighbouring countries. These hostilities and tensions could lead to political or economic instability in India and a possible adverse effect on our business and future financial performance. There can be no assurance that such situations will not recur or be more intense than in the past. Terrorist attacks and other acts of violence or war may adversely affect global markets and economic growth. These acts may also result in a loss of business confidence, make travel and other services more difficult and have other consequences that could have an adverse effect on our business, results of operations and financial condition. Such violence may have an adverse impact on the Indian and worldwide

financial markets. In addition, any deterioration in international relations may result in investor concern regarding regional stability which could adversely affect the price of the Equity Shares.

SECTION IV – INTRODUCTION

SUMMARY OF FINANCIAL INFORMATION

RESTATED CONSOLIDATED STATEMENT OF ASSETS AND LIABILITIES

(₹ in million)

Particulars	As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS
ASSETS				
Non-current assets				
Property, plant and equipment	607.84	629.79	742.51	816.12
Capital work-in-progress	7.49	6.78	7.73	20.31
Intangible assets	10.64	10.91	2.24	1.66
Intangible assets under development	-	-	1.36	1.04
Financial assets				
Investments	35.48	35.02	32.87	30.13
Loans	28.99	28.33	23.53	17.95
Other financial assets	50.00	50.00	50.12	50.10
Deferred tax assets (net)	109.12	109.59	26.68	10.12
Income tax assets (net)	67.02	66.23	39.67	31.29
Other non-current assets	27.32	28.53	39.23	17.38
Total non-current assets	943.90	965.18	965.94	996.10
Current Assets				
Inventories	89.57	75.41	150.93	123.94
Financial assets				
Investments	-	-	49.13	248.55
Trade receivables	436.12	427.69	380.53	415.33
Cash and cash equivalents	21.84	19.83	77.00	31.60
Other bank balances	5.44	5.32	4.88	2.25
Loans	2.81	3.20	2.47	2.16
Other financial assets	62.49	35.62	45.10	25.54
Other current assets	53.23	62.00	92.86	63.42
Total current assets	671.50	629.07	802.90	912.79
Assets classified as held for sale	45.23	44.42	34.59	22.97
TOTAL ASSETS	1,660.63	1,638.67	1,803.43	1,931.86
EQUITY AND LIABILITIES				
EQUITY				
Equity share capital	13.36	13.36	13.36	13.36
Other equity	210.28	197.02	163.17	326.85
Equity attributable to equity holders of the Holding Company	223.64	210.38	176.53	340.21
Non-controlling interest	(0.33)	(0.21)	-	-
Total equity	223.31	210.17	176.53	340.21
LIABILITIES				
Non-current liabilities				
Financial liabilities				
Borrowings	557.21	566.86	653.78	676.37
Other financial liabilities	6.48	6.69	8.44	5.05

Particulars	As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS
Provisions	5.92	5.62	7.78	5.72
Total non current liabilities	569.61	579.17	670.00	687.14
Current liabilities				
Financial liabilities				
Borrowings	420.56	420.93	420.51	421.11
Trade payables				
-Total outstanding dues of micro enterprises and small enterprises	-	-	-	-
-Total outstanding dues of creditors other than micro enterprises and small enterprises	316.97	312.32	390.94	285.07
Other financial liabilities	70.21	76.32	114.51	158.71
Other current liabilities	59.55	39.36	30.58	39.27
Provisions	0.42	0.40	0.36	0.35
Total current liabilities	867.71	849.33	956.90	904.51
TOTAL EQUITY AND LIABILITIES	1,660.63	1,638.67	1,803.43	1,931.86

The accompanying Restated Consolidated Statement of Significant Accounting Policies in Annexure V and Notes to the Restated Consolidated Financial Information in Annexure VI are an integral part of this statement.

RESTATED CONSOLIDATED STATEMENT OF PROFIT AND LOSS

(₹ in million)

Particulars	For the quarter ended 30 June 2018	For the year ended 31 March 2018	For the year ended 31 March 2017	For the year ended 31 March 2016 Proforma Ind AS
Revenue				
Revenue from operations	835.43	2,563.82	2,256.64	1,575.56
Other income	5.27	78.59	40.58	17.81
	840.70	2,642.41	2,297.22	1,593.37
Expenses				
Purchase of goods for trading_ distribution	421.00	1,082.56	741.70	-
Changes in inventories of goods for trading / distribution	(17.11)	(9.55)	(5.31)	-
Employee benefits expense	24.76	98.65	92.24	92.35
Other expenses	336.07	1,278.90	1,396.01	1,326.25
	764.72	2,450.56	2,224.64	1,418.60
Earning before interest, tax, depreciation and amortisation (EBITDA)	75.98	191.85	72.58	174.77
Finance costs	25.53	97.30	105.13	116.73
Depreciation and amortisation expense	34.51	147.34	146.36	142.67
Profit/(loss) before tax	15.94	(52.79)	(178.91)	(84.63)
Tax expense				
Current tax	2.39	(0.41)	-	1.83
Deferred tax	0.46	(83.80)	(16.78)	5.62
Total tax expense	2.85	(84.21)	(16.78)	7.45
Profit/(loss) for the year/period	13.09	31.42	(162.13)	(92.08)
Other comprehensive income				
Items that will not be reclassified to profit and loss				
Remeasurements of defined benefit plans	0.07	3.06	0.86	2.19
Income tax relating to items that will not be reclassified to profit or loss	(0.02)	(0.89)	(0.22)	(0.68)
Other comprehensive income (OCI)	0.05	2.17	0.64	1.51
Total comprehensive income/(loss) for the year	13.14	33.59	(161.49)	(90.57)
Profit/(loss) for the year/period				
Attributed to:				
Equity holders of the Holding Company	13.21	31.68	(162.13)	(92.08)
Non controlling interest	(0.12)	(0.26)	-	-
Other comprehensive income:				
Items that will not be reclassified to profit and loss				
Attributed to:				
Equity holders of the Holding Company	0.05	2.17	0.64	1.51
Non controlling interest	-	-	-	-

Particulars	For the quarter ended 30 June 2018	For the year ended 31 March 2018	For the year ended 31 March 2017	For the year ended 31 March 2016 Proforma Ind AS
Total comprehensive income/(loss) for the year/period:				
Attributed to:				
Equity holders of the Holding Company	13.26	33.85	(161.49)	(90.57)
Non controlling interest	(0.12)	(0.26)	-	-
"Earnings/(loss) per share (basic and diluted) (₹ per share)"	1.75	4.20	(21.49)	(12.20)

The accompanying Restated Consolidated Statement of Significant Accounting Policies in Annexure V and Notes to the Restated Consolidated Financial Information in Annexure VI are an integral part of this statement.

RESTATED CONSOLIDATED CASH FLOW STATEMENT

(₹ in million)

Particulars	For the quarter ended 30 June 2018	For the year ended 31 March 2018	For the year ended 31 March 2017	For the year ended 31 March 2016 Proforma Ind AS
A. CASH FLOW FROM OPERATING ACTIVITIES				
Profit/(loss) before tax	15.94	(52.79)	(178.91)	(84.63)
Adjustments for:				
Depreciation and amortisation expense	34.51	147.34	146.36	142.67
Finance costs	25.53	97.30	105.13	116.73
Interest income	(3.25)	(8.70)	(16.98)	(2.57)
Net gain on sale of investments	-	(2.22)	(11.18)	(0.09)
Loss/(gain) on sale of property, plant and equipment (net)	-	(1.10)	-	-
Gain on fair valuation of investments	(0.46)	(2.15)	(6.37)	(1.10)
Gain on modification of lease	-	(48.60)	-	-
Impairment for doubtful debts (including expected credit loss) provided for/(written-back)	4.45	6.84	(2.05)	11.32
Irrecoverable debts/ advances written off	0.88	-	0.39	18.25
Excess provision written back	-	-	-	(3.52)
Liabilities no longer required written back	(0.35)	(7.66)	(6.14)	(9.43)
Employee stock option expense	-	-	-	(7.47)
Reversal of straight lining provision	-	(0.87)	-	-
Impairment on asset held for sale	-	1.84	-	-
Gain/(loss) on fair valuation of CCPS	(0.77)	(5.93)	23.71	-
Operating profit before working capital changes	76.48	123.30	53.96	180.16
Movement in working capital				
Movement in				
Current and non-current loans	(0.27)	(3.78)	(4.77)	(0.79)
Inventories	(14.16)	75.52	(26.99)	(32.04)
Other financial assets	(27.36)	11.18	(12.15)	(1.83)
Other assets	9.33	33.21	(56.07)	(36.84)
Trade receivables	(12.88)	(82.29)	4.92	(61.90)
Other financial liabilities	(1.59)	4.03	(1.29)	14.94
Provisions	0.32	(2.12)	2.06	5.85
Other liabilities	14.51	2.04	(19.04)	20.09
Trade payables	5.02	(42.65)	143.90	64.83
Cash flow from operating activities post working capital changes	49.39	118.44	84.54	152.47
Income tax paid (net)	(3.15)	(26.15)	(8.38)	(14.89)

Particulars	For the quarter ended 30 June 2018	For the year ended 31 March 2018	For the year ended 31 March 2017	For the year ended 31 March 2016 Proforma Ind AS
Net cash generated from operating activities (A)	46.24	92.29	76.16	137.58
B. CASH FLOWS FROM INVESTING ACTIVITIES				
Purchase of property, plant and equipment (including capital work-in-progress) and capital advances	(17.45)	(50.06)	(86.71)	(117.67)
Purchase of intangible assets (including intangible assets under development)	-	-		(1.15)
Interest received	3.25	5.93	6.03	3.23
Investment in mutual funds	-	-	(150.00)	(330.00)
Proceeds from sale of investments	-	51.35	376.74	52.50
Proceeds from property, plant and equipment	6.20	18.00	5.73	3.12
Fixed deposit with banks matured having original maturity of more than three months	-	-	-	5.07
Purchase of investments	-	-	(12.50)	-
Movement in fixed deposits and margin money	-	-	(2.88)	-
Net cash generated from/(used in) investing activities (B)	(8.00)	25.22	136.41	(384.90)
C. CASH FLOWS FROM FINANCING ACTIVITIES				
Proceeds from issue of share capital	-	0.05	-	-
Proceeds from non current borrowings	-	24.93	33.46	551.30
Repayment of non current borrowings	(9.85)	(98.18)	(118.13)	(163.95)
Repayment of current borrowings (net)	(0.37)	(0.66)	(0.61)	(5.50)
Finance costs paid	(26.01)	(100.82)	(80.20)	(116.87)
Expenses incurred on issue of CCPS	-	-	(1.69)	-
Net cash generated from/(used in) financing activities (C)	(36.23)	(174.68)	(167.17)	264.98
Increase/(decrease) in cash and cash equivalents (A+B+C)	2.01	(57.17)	45.40	17.66
Cash and cash equivalents at the beginning of the year	19.83	77.00	31.60	13.94
Cash and cash equivalents at the end of the year	21.84	19.83	77.00	31.60
Notes to Restated Consolidated Statement of Cash Flow				
1. Reconciliation of cash and cash equivalents as per the cash flow statement				
Cash and cash flow statements as per above comprise of the following:				

Particulars	For the quarter ended 30 June 2018	For the year ended 31 March 2018	For the year ended 31 March 2017	For the year ended 31 March 2016 Proforma Ind AS
Cash and cash equivalents	21.84	19.83	77.00	31.60
	21.84	19.83	77.00	31.60

*Refer note 15 for break up of cash and cash equivalents.

2. The above cash flow statement has been prepared under the indirect method as set out in Indian Accounting Standard 7 “Statement of Cash Flows”.

The accompanying Restated Consolidated Statement of Significant Accounting Policies in Annexure V and Notes to the Restated Consolidated Financial Information in Annexure VI are an integral part of this statement.

THE OFFER

The following table summarizes details of the Offer:

Particulars	Number of Equity Shares
Public Offer	Upto 2,666,408 Equity Shares of face value ₹10/- each aggregating upto ₹ [●] million.
<i>Of Which:</i>	
i. Fresh Issue ⁽¹⁾	Upto 1,010,000 Equity Shares of face value ₹10/- each aggregating upto ₹ [●] million.
ii. Offer for Sale ⁽²⁾	Upto 1,656,408 Equity Shares of face value ₹10/- each aggregating upto ₹ [●] million.
<i>Of Which:</i>	
Employee Reservation Portion ⁽³⁾	Upto [●] Equity Shares aggregating upto ₹ [●] million.
<i>Therefore,</i>	
Net Offer of Equity Shares to Public.	[●] Equity Shares of face value ₹10/- each.
<i>Of which</i>	
A) QIB Portion ^{(4) (5)}	At least [●] Equity Shares of face value ₹10/- each.
<i>Of which:</i>	
Anchor Investor Portion	Not more than [●] Equity Shares of face value ₹10/- each.
Net QIB Portion, i.e., balance available for allocation to QIBs other than Anchor Investors (assuming Anchor Investor Portion is fully subscribed)	[●] Equity Shares of face value ₹10/- each.
<i>Of Which:</i>	
Available for allocation to Mutual Funds only (5% of the QIB Portion (excluding Anchor Investor Portion)) ⁽⁵⁾	[●] Equity Shares of face value ₹10/- each.
Balance for all QIBs including Mutual Funds	[●] Equity Shares of face value ₹10/- each.
B) Non-Institutional Portion ⁽⁴⁾	Not more than [●] Equity Shares of face value ₹10/- each.
C) Retail Portion ^{(3) (4)}	Not more than [●] Equity Shares.
Equity Shares outstanding prior to the Offer	9,000,005 Equity Shares
Equity Shares outstanding after the Offer	[●] Equity Shares.
Use of Net Proceeds	For further details please see the chapter titled “ <i>Objects of the Offer</i> ” beginning on page 79 of this DRHP for information about the use of the Net Proceeds.

Notes:

Allocation to Bidders in all categories if any, except the Retail Portion and the Anchor Investor Portion, shall be made on a proportionate basis subject to valid Bids received at or above the Offer Price. 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. For further details please refer to the chapter titled “Offer Procedure” beginning on page 247 of this DRHP.

⁽¹⁾ *The Fresh Issue has been authorised by the Board pursuant to its resolution passed on August 21, 2018 and the Shareholders pursuant to the resolution passed at the Extra-ordinary General Meeting held on August 21, 2018.*

⁽²⁾ *Selling Shareholder has authorised its participation in the Offer for Sale pursuant to resolution of its board of directors dated October 22, 2018 and has conveyed its intention to participate in the Offer for Sale vide the Selling Shareholder Transmittal Letter. The Selling Shareholder specifically confirms that the Offered Shares are eligible to be offered for sale pursuant to the Offer as per the provisions of Regulation 8 of the SEBI ICDR Regulations.*

⁽³⁾ *The Employee Discount, if any, will be determined by the Company and Selling Shareholder in consultation with the BRLM and will be offered to Eligible Employees, as applicable, at the time of making a Bid. Eligible Employees bidding*

at a price within the Price Band can make payment at the Bid Amount (which will be less Employee Discount, as applicable), at the time of making a Bid. Eligible Employees bidding at the Cut-Off Price have to ensure payment at the Cap Price, less Employee Discount, as applicable at the time of making a Bid. The maximum Bid Amount under the Employee Reservation Portion by an Eligible Employee shall not exceed ₹500,000 (net of Employee Discount). However, the initial Allotment to an Eligible Employee in the Employee Reservation Portion shall not exceed ₹200,000 (net of Employee Discount). Only in the event of an undersubscription in the Employee Reservation Portion post the initial allotment, such unsubscribed portion may be Allotted on a proportionate basis to Eligible Employees Bidding in the Employee Reservation Portion, for a value in excess of ₹200,000, subject to the total Allotment to an Eligible Employee not exceeding ₹500,000 (net of Employee Discount). Eligible Employees should note that while filling the “SCSB/Payment Details” block in the Bid cum Application Form, Eligible Employees must mention the Bid Amount.

⁽⁴⁾ Subject to valid Bids being received at or above the Offer Price, under-subscription, if any, in any category, other than the QIB category, would be allowed to be met with spill over from any other category or combination of categories of Bidders (including the Employee Reservation Portion) at the discretion of our Company in consultation with the Selling Shareholder, the BRLM and the Designated Stock Exchange subject to applicable law.

⁽⁵⁾ Our Company in consultation with the Selling Shareholder and the BRLM, may allocate upto 60 % of the QIB Portion to Anchor Investors on a discretionary basis in accordance with SEBI ICDR Regulations, at the Anchor Investor Offer Price. 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 being done to other Anchor Investors which price shall be determined by the Company and the Selling Shareholder in consultation with the BRLM. 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 to the Net QIB Portion. 5% of the QIB Portion (excluding Anchor Investor Portion) shall be available for allocation on a proportionate basis to Mutual Funds only, and the remainder of the QIB Portion (excluding Anchor Investor Portion) shall be available for allocation on a proportionate basis to all QIB Bidders (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 QIB Bidders (other than Anchor Investors) in proportion to their Bids. For further details, please refer to the chapter titled “Offer Procedure” beginning on page 247 of this DRHP.

For further details regarding the Offer Structure and Offer Procedure, please see the chapters titled “Offer Structure” and “Offer Procedure” beginning on pages 243 and 247, respectively of this Draft Red Herring Prospectus.

GENERAL INFORMATION

Our Company was incorporated as a private limited company on March 30, 1999 under the provisions of Companies Act, 1956 as “Swastik Roadlines Private Limited” vide certificate of incorporation issued by Registrar of Companies, Madhya Pradesh, Gwalior. Pursuant to a special resolution passed by the shareholders of our Company at the extra-ordinary general meeting held on May 10, 2018 the name of our Company was changed to “Coldex Private Limited” and a fresh Certificate of Incorporation pursuant to change of name dated June 18, 2018 has been issued by Registrar of Companies, Delhi. Subsequently, our Company was converted into a public limited company pursuant to approval of the shareholders at an extraordinary general meeting held on June 19, 2018 and consequently, the name of our Company was changed to “Coldex Limited” and a Fresh Certificate of Incorporation Consequent upon Conversion from Private Company to Public Company reflecting the new name was issued by the Registrar of Companies, Delhi on July 5, 2018. The Corporate Identity Number of our Company is U63090DL1999PLC271369. For further details, please see the chapter titled “History and Certain Corporate Matters” beginning on page 138 of this DRHP.

REGISTERED AND CORPORATE OFFICE OF OUR COMPANY

Registered Office:

Coldex Limited,

404, 4th Floor, Vishal Tower, District Centre,
Janakpuri, New Delhi,
West Delhi - 110058.

Tel No: + 91-11- 25532119

Fax No: + 91-11-25532119

Email: cs@coldex.in

Website: www.coldex.in

Registration Number: 271369

Corporate Identification Number: U63090DL1999PLC271369

Corporate Offices:

Coldex Limited,

705, ILD Trade Centre,
Sohna Road Sector-49,
Gurugram, Haryana.

Tel No: + 91-124 - 4002030

Fax No: + 91-124 - 4002030

Coldex Limited*,

Piou Maniyari, Narela Road,
Kundli 131028, Sonipat,
Haryana.

Tel No.: +91 9996246115 / 9996234115

** Address other than Registered Office where all or any books of account and papers are maintained*

For further details relating to changes in our registered office, please refer to the chapter titled “History and Certain Corporate Matters - Changes in Registered Office” on page 138 of this DRHP.

ADDRESS OF REGISTRAR OF COMPANIES

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

Registrar of Companies

A) 4th Floor, IFCI Tower,

61, Nehru Place,

New Delhi - 110019

Phone: 011-26235703, 26235708

Fax: 011-26235702

Email: roc.delhi@mca.gov.in

BOARD OF DIRECTORS

The Board of our Company comprises of the following:

Name	DIN	Designation	Address, Age and Occupation
Gaurav Jain	00900552	Managing Director	Address: New Kherapati Colony, near Jain Mandir, Phoolbaug, Gwalior, Gird, Gwalior, Madhya Pradesh 474002 Age: 46 Occupation: Business
Anand Prakash	01928443	Nominee Director	Address: Flat 21, Block C, Repulse Bay Apartments, 101 Repulse Bay Road Age: 48 Occupation: Service
Tanu Jain	06513467	Executive Director	Address: 38, New Kherapati Colony, near Jain Mandir, Phoolbaug, Gwalior, Gird, Gwalior R.s. Madhya Pradesh 474002 Age: 48 Occupation: Business
Abhishek Sharman	01329800	Independent Director	Address: B-702, 703, Ashok Garden, T.J. Road, Near KEM Hospital, Sewri, Mumbai – 400015, Maharashtra, India. Age: 38 Occupation: Service
Chitranjan Singh Kahlon	02823501	Chairman and Independent Director	Address: House no-C-2632, Sushant Lok-1, Chakarpur (74), Gurgaon, Haryana 122002. Age: 67 Occupation: Service

For further details, please see the chapter titled “Our Management” beginning on page 143 of this DRHP.

COMPANY SECRETARY AND COMPLIANCE OFFICER

Ms. Mansi Keshwani
Coldex Limited,
Piou Maniyari, Narela Road,
Kundli 131028, Sonipat,
Haryana.
Tel No: +91 9996246115 / 9996234115
Email: cs@coldex.in

CHIEF FINANCIAL OFFICER

Mr. Anoop Agarwal,
Piou Maniyari, Narela Road,
Kundli 131028, Sonipat,
Haryana.
Tel No: +91 9996246115 / 9996234115
Email: anoop.agarwal@coldex.in

Bidders are advised to contact the Company Secretary and Compliance Officer and/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, credit of Allotted Equity Shares in the respective beneficiary account, non-receipt of funds by electronic mode etc.

All grievances relating to the Offer (other than Anchor Investors) may be addressed to the Registrar to the Offer, giving full details such as name, address of the Bidder, number of Equity Shares applied for, the Bid amount paid on submission of the Bid cum Application Form and the bank branch or collection centre where the application was submitted.

All grievances relating to the ASBA process may be addressed to the Registrar to the Offer with a copy to the relevant SCSB or the member of the Syndicate if the Bid was submitted to a member of the Syndicate at any of the Specified

Locations, or the Registered Broker if the Bid was submitted to a Registered Broker at any of the Brokers Centres, as the case maybe, quoting the full name of the sole or first Bidder, Bid cum Application Form number, address of the Bidder, Bidder's DP ID, Client ID, PAN, number of Equity Shares applied for, date of Bid-cum-Application Form, name and address of the member of the Syndicate or the Designated Branch or the Registered Broker or address of the RTA or address of the DP, as the case may be, where the Bid was submitted, and the ASBA Account number in which the amount equivalent to the Bid Amount was blocked.

All grievances relating to Bids submitted through the Registered Broker and/or a Stock Broker may be addressed to the Stock Exchanges with a copy to the Registrar.

All grievances of the Anchor Investors must be addressed to the Registrar to the Offer, with a copy to the concerned Designated Intermediary with whom the Anchor Investor Application Form was submitted, giving full details such as name of the sole or first Bidder, Anchor Investor Application Form number, Bidder DP ID, Client ID, PAN, date of the Anchor Investor Application Form, address of the Bidder, number of Equity Shares applied for, Bid Amount paid on submission of the Anchor Investor Application Form and the name and address of the Designated Intermediary where the Anchor Investor Application Form was submitted by the Anchor Investor.

BOOK RUNNING LEAD MANAGER

Pantomath Capital Advisors Private Limited,
406-408, Keshava Premises
Bandra Kurla Complex, Bandra East
Mumbai – 400 051
Tel: +91 22 6194 6700
Fax: +91 22 2659 8690
Email: ipo@pantomathgroup.com
Investor Grievance Email: ipo@pantomathgroup.com
Website: www.pantomathgroup.com
Contact Person: Hardik Bhuta
SEBI Registration No: INM000012110

LEGAL COUNSEL TO THE COMPANY

Messrs. Kanga and Company,
Advocates & Solicitors,
Readymoney Mansion,
43, Veer Nariman Road,
Mumbai – 400 001.
Tel No: +91 22 6623 0000
Fax No: +91 22 6633 9656/6633 9657
Email: chetan.thakkar@kangacompany.com
Contact Person: Mr. Chetan Thakkar

LEGAL COUNSEL TO SELLING SHAREHOLDER

AZB & Partners,
Plot no A-8 Sector 4,
Noida 201 301,
Tel: +91 120 417 9999
Fax: +91 120 417 9900

STATUTORY AUDITORS TO OUR COMPANY

Walker Chandiok & Co LLP
Plot No. 19A, 7th floor, Sector 16A,
Noida, Uttar Pradesh 201301, India
Tel No: +91-120-7109001
Fax: +91-120-7109002
Email: sumit.mahajan@in.gt.com
Firm registration number: 001076N/N500013
Peer review number: 009046
Contact person: Mr. Sumit Mahajan

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 49186200

Fax: +91 22 49186195

Email: coldex.ipo@linkintime.co.in

Investor Grievance E-mail: coldex.ipo@linkintime.co.in

Website: www.linkintime.co.in

Contact Person: Ms. Shanti Gopalkrishnan

SEBI Registration Number: INR000004058

BANKERS TO OUR COMPANY

ICICI Bank Limited

Alakananda Tower City Centre,
Gwalior.

Tel: 0751-4091026;

Email: najeeb.beg@icicibank.com;

Website: www.icicibank.com;

Contact Person: Mr. Najeeb Beg.

HDFC Bank Limited

HDFC Bank House, III-Floor,
Brilliant Avenue Behind Bombay Hospital,
Scheme No. 94, Ring Road,
Indore- 452010 (M.P)

Tel: +91 9329776145;

Fax: Not Available;

Email: mayur.motwani@hdfcbank.com

Website: www.hdfcbank.com;

Contact Person: Mr. Mayur Motwani.

The details with respect to other Bankers to our Company shall be updated prior to filing of Red Herring Prospectus with RoC.

SYNDICATE MEMBERS

The Syndicate Member(s) will be appointed prior to filing of the Red Herring Prospectus with the RoC.

BANKERS TO THE OFFER & ESCROW COLLECTION BANKS

The Bankers to the Offer shall be appointed prior to filing of the Red Herring Prospectus with the RoC.

REFUND BANK

The Refund Banker(s) shall be appointed prior to filing of the Red Herring Prospectus with the RoC.

SELF CERTIFIED SYNDICATE BANKS

The list of banks that have been notified by SEBI to act as SCSBs for the ASBA process is provided on the website of the SEBI at <http://www.sebi.gov.in/sebiweb/home/list/5/33/0/0/Recognised-Intermediaries> as updated from time to time. For details of the Designated Branches of SCSBs which shall collect Bid cum Application Forms, refer to the above-mentioned link. Further, the branches of the SCSBs where the Syndicate at the Specified Locations could submit the Bid cum Application Form are provided on the aforementioned website of SEBI.

REGISTERED BROKERS

In accordance with SEBI Circular No. CIR/CFD/14/2012 dated October 4, 2012, Bidders can submit Bid cum Application Forms with the Registered Brokers at the Broker Centres, a list of which is available at the websites of the Stock Exchanges at www.bseindia.com and www.nseindia.com. In relation to ASBA Bids submitted to the Registered Brokers

at the Broker Centres, the list of branches of the SCSBs at the Broker Centres named by the respective SCSBs to receive deposits of the Bid cum Application Forms from the Registered Brokers will be available on the website of the SEBI (www.sebi.gov.in) and updated from time to time.

COLLECTING DEPOSITORY PARTICIPANTS

In terms of SEBI circular no. CIR/CFD/ POLICYCELL/11/2015 dated November 10, 2015, Bidders can submit

Bid cum Application Forms through CDPs who are depository participants registered with SEBI and have furnished their details to Stock Exchanges for acting in such capacity.

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 Stock Exchanges at <http://www.bseindia.com/Static/Markets/PublicIssues/RtaDp.aspx?expandable=6> and http://www.nseindia.com/products/content/equities/ipos/asba_procedures.htm, respectively, as updated from time to time.

STATEMENT OF RESPONSIBILITIES

Pantomath Capital Advisors Private Limited is the sole Book Running Lead Manager to the Offer and all the responsibilities relating to co-ordination and other activities in relation to the Offer shall be performed by them and hence a statement of inter-se allocation of responsibilities is not required.

CREDIT RATING

This being an Offer of Equity Shares, there is no requirement of credit rating for the Offer.

EXPERTS

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

Our Company has received written consent from the Auditor viz. Walker Chandiok & Co LLP, who holds a valid peer review certificate, to include its name as required under Section 26 of the Companies Act, 2013 in this DRHP and as an “expert” as defined under Section 2(38) of the Companies Act, 2013 in respect of the examination report dated November 23, 2018 of the Auditor on the Restated Consolidated Financial Information, of our Group, as at and for the three months period ended June 30, 2018 and as at and for Fiscals 2018, 2017 and 2016 and the Statement of Special Tax Benefits dated November 23, 2018, included in this DRHP and such consents have not been withdrawn as on the date of this DRHP.

TRUSTEES

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

IPO GRADING

No credit agency registered with SEBI has been appointed in respect of obtaining grading for the Offer.

MONITORING AGENCY

The proposed funds requirement is not appraised by any Bank/Financial Institution. As the net proceeds of the Fresh Issue will be less than ₹ 1,000 million, under the SEBI ICDR Regulations it is not required that a monitoring agency be appointed by our Company.

APPRAISING AGENCY

No appraising agency has been appointed in respect of any project of our Company.

CHANGES IN THE AUDITORS

There has been no change in the Auditors of our Company, during the last 3 (three) years.

FILING OF OFFER DOCUMENT

A copy of the DRHP has been filed with the Securities Exchange Board of India at Corporation Finance Department, SEBI Northern Regional Office, 5th Floor, Bank of Baroda Building, 16 Sansad Marg, New Delhi - 110 001. The BRLM have also made an online filing of this DRHP through SEBI intermediary portal at <https://siportal.sebi.gov.in> in terms of the circular No. SEBI/HO/CFD/DIL1/CIR/P/2018/011 dated January 19, 2018 issued by SEBI.

A copy of the Red Herring Prospectus, along with the documents required to be filed under Section 32 of the Companies Act, 2013, will be delivered for registration to the RoC and a copy of the Prospectus to be filed under Section 26 of the Companies Act would be delivered for registration with RoC at the office of the Registrar of Companies, A) 4th Floor, IFCI Tower, 61, Nehru Place, New Delhi - 110019.

BOOK BUILDING PROCESS

The book building, in context of the Offer, refers to the process of collection of Bids on the basis of the Red Herring Prospectus within the Price Band, which will be decided by our Company and Selling Shareholder in consultation with the BRLM, and advertised in [●] editions of [●] and [●] editions of [●] (which are widely circulated English and Hindi newspapers, Hindi also being the regional language of Delhi, where our Registered 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 purpose of upload on its website. The Offer Price shall be determined by our Company and Selling Shareholder, in consultation with the BRLM, after the Bid/ Offer Closing Date. The principal parties involved in the Book Building Process are:

- (1) Our Company;
- (2) the Selling Shareholder;
- (3) the BRLM;
- (4) the Syndicate Members who are intermediaries registered with SEBI or registered as brokers with the Stock Exchanges and eligible to act as Underwriters;
- (5) the Registrar to the Offer;
- (6) the Escrow Collection Banks/ Bankers to the Offer;
- (7) the SCSBs;
- (8) the Registered Brokers; and
- (9) CDPs.

This Offer is being made through the Book Building Process, wherein at least 75% of the Net Offer shall be Allotted to QIBs on a proportionate basis. Our Company in consultation with the Selling Shareholder and the BRLM may allocate up to 60% of the QIB Portion to Anchor Investors on a discretionary basis at the Anchor Investor Allocation Price in accordance with the SEBI ICDR Regulations, out of which at least one-third will be available for allocation to domestic Mutual Funds, subject to valid Bids being received from domestic Mutual Funds at or above the Anchor Investor Allocation Price. An Anchor Investor shall make a minimum Bid of such number of Equity Shares that the Bid Amount is at least ₹100 million. 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 to the Net QIB Portion.

Such number of Equity Shares representing 5% of the Net QIB Portion (other than the Anchor Investor Portion) shall be available for allocation on a proportionate basis to Mutual Funds only. The remainder of the Net QIB Portion shall be available for allocation on a proportionate basis to QIBs (other than Anchor Investors), including Mutual Funds, subject to valid Bids being received from them at or above the Offer Price. In the event that the aggregate demand from Mutual Funds is greater than [●] Equity Shares, allocation shall be made to Mutual Funds proportionately, to the extent of the Mutual Fund Portion. The remaining demand by the Mutual Funds shall, as part of the aggregate demand by QIBs, be available for allocation proportionately out of the remainder of the Net QIB Portion, after excluding the allocation in the Mutual Fund Portion. However, in the event of under-subscription in the Mutual Fund Portion, the balance Equity Shares in the Mutual Fund Portion will be added to the Net QIB Portion and allocated to QIBs (including Mutual Funds) on a proportionate basis, subject to valid Bids at or above Offer Price. If at least 75% of the Net Offer cannot be Allotted to QIBs, then the entire application money shall be refunded forthwith.

Further, not more than 15% of the Net Offer shall be available for allocation on a proportionate basis to Non-Institutional Bidders and not more than 10% of the Net Offer shall be available for allocation to Retail Individual Bidders in

accordance with SEBI ICDR Regulations, subject to valid Bids being received from them at or above the Offer Price, such that subject to availability of Equity Shares, each Retail Individual Bidder shall be allotted not less than the minimum Bid Lot, and the remaining Equity Shares, if available, shall be allotted to all Retail Individual Bidders on a proportionate basis. Further, [●] Equity Shares shall be available for allocation on a proportionate basis to Eligible Employees bidding in the Employee Reservation Portion, subject to valid Bids being received from them at or above the Offer Price.

Subject to valid Bids being received at or above the Offer Price, under-subscription in any category, if any, would be allowed to be met with spill-over from any other category or combination of categories at the discretion of our Company in consultation with the Selling Shareholder and the BRLM and the Designated Stock Exchange, on a proportionate basis. However, under subscription, if any, in the QIB Portion will not be allowed to be met with spill over from other categories or a combination of categories. Under-subscription, if any, in the Employee Reservation Portion will be added to the Net Offer. In case of under-subscription in the Net Offer, spill-over to the extent of under-subscription shall be permitted to be met with spill over from the Employee Reservation Portion, subject to compliance with Rule 19(2)(b) of the SCRR.

All Bidders (excluding Anchor Investors) are mandatorily required to utilize the ASBA process to participate in the Offer. Anchor Investors are not permitted to participate through the ASBA process.

In accordance with the SEBI ICDR Regulations, QIBs and Non-Institutional Bidders 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 Bidders and Eligible Employees can revise their Bids during the Bidding/Offer Period and withdraw their Bids after the Bid Closing Date. For further details, please see the chapters titled “*The Offer*” and “*Offer Procedure*” beginning on pages 56 and 247, respectively, of this DRHP.

Our Company will comply with the SEBI ICDR Regulations and any other ancillary directions issued by SEBI for the Offer. In this regard, our Company and the Selling Shareholder have appointed the BRLM to manage the Offer and procure subscriptions to the Offer.

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

Steps to be taken by the Bidders for Bidding:

- Check eligibility for making a Bid. For further details, please see the chapter titled “Offer Procedure” beginning on page 247 of this DRHP;
- Ensure that you have an active demat account and the demat account details are correctly mentioned in the Bid cum-Application-Form;
- Ensure that the Bid-cum-Application Form is duly completed as per the instructions given in the Red Herring Prospectus and in the Bid-cum-Application Form;
- Except for Bids on behalf of the Central or State Government officials, residents of Sikkim and the officials appointed by the courts, who may be exempt from specifying their PAN for transacting in the securities market, for Bids of all values ensure that you have mentioned your PAN allotted under the IT Act in the Bid cum Application Form. The exemption for Central or State Governments and officials appointed by the courts and for bidders residing in Sikkim is subject to the Depository Participant’s verification of the veracity of such claims of the bidders by collecting sufficient documentary evidence in support of their claims;
- Ensure the correctness of your Demographic Details, given in the Bid-cum-Application Form with the details recorded with your Depository Participant;
- Ensure the correctness of your PAN, beneficiary account number, DP ID and Client ID given in the Bid-cum-Application Form. Based on these parameters, the Registrar will obtain details of the Bidders from the Depositories including the Bidder’s name and bank account number, among others;
- Bids by ASBA Bidders will have to be submitted to the designated branches of the SCSBs or to the Syndicate at the Specified Locations or to the Registered Brokers at the Broker Centres. Ensure that the SCSB where the ASBA Account (as specified in the Bid cum Application Form) is maintained has named at least one branch at the Specified Location or the Broker Centre for the members of the Syndicate or the Registered Broker, respectively, to deposit

Bid cum Application Forms (a list of such branches is available at the website of the SEBI at <http://www.sebi.gov.in/sebiweb/home/list/5/33/0/0/Recognised-Intermediaries>;

- ASBA Bidders should ensure that the ASBA Accounts have adequate credit balance at the time of submission to the SCSB or the Syndicate or the Registered Brokers to ensure that the Bid cum Application Form is not rejected.

For further details please see the chapter titled “Offer Procedure” beginning on page 247 of this DRHP.

Notwithstanding the foregoing, the Offer is also subject to obtaining (i) the final approval of the RoC after the Prospectus is filed with the RoC; and (ii) final listing and trading approvals of the Stock Exchanges, which our Company shall apply for after Allotment.

Illustration of Book Building Process and the Price Discovery Process

(Bidders should note that the following is solely for the purpose of illustration and is not specific to the Offer; it also excludes bidding by Anchor Investors)

Bidders can bid at any price within the Price Band. For instance, assuming a price band of ₹ 20 to ₹ 24 per share, an issue size of 3,000 equity shares and receipt of five bids from bidders, details of which are shown in the table below. A graphical representation of the consolidated demand and price would be made available at the bidding centres during the bidding period. The illustrative book as shown below indicates the demand for the equity shares of the issuer company at various prices and is collated from bids received from various bidders.

Bid Quantity	Bid Price (in ₹)	Cumulative Quantity	Subscription
500	24	500	16.67%
1,000	23	1,500	50.00%
1,500	22	3,000	100.00%
2,000	21	5,000	166.67%
2,500	20	7,500	250.00%

The price discovery is a function of demand at various prices. The highest price at which the issuer is able to issue the desired number of shares is the price at which the book cuts off, i.e. ₹ 22 in the above example. The Issuer and the Selling Shareholder in consultation with the BRLM, will finalise the issue price at or below such cut-off, i.e. at or below ₹ 22. All bids at or above the issue price and cut-off price bids are valid bids and are considered for allocation in the respective categories. This table is for illustration only and an investor can bid at an interval of every one rupee in the above example.

Allotment to Retail Individual Investors and Minimum Bid Lots

In the event, the Bids received from Retail Individual Investors exceeds [●] Equity Shares, then the maximum number of Retail Individual Investors who can be Allotted the minimum Bid Lot will be computed by dividing the total number of the Equity Shares available for Allotment to Retail Individual Investors by the minimum Bid Lot (“**Maximum RII Allottees**”). The Allotment to Retail Individual Investors will then be made in the following manner:

- In the event the number of Retail Individual Investors who have submitted valid Bids in the Offer is equal to or less than Maximum RII Allottees, (i) Retail Individual Investors shall be Allotted the minimum Bid Lot; and (ii) the balance Equity Shares, if any, remaining in the Retail Category shall be Allotted on a proportionate basis to the Retail Individual Investors who have received Allotment as per (i) above for less than the Equity Share Bid by them (i.e. who have Bid for more than the minimum Bid Lot).
- In the event the number of Retail Individual Investors who have submitted valid Bids in the Offer is more than Maximum RII Allottees, the Retail Individual Investors (in that category) who will then be Allotted minimum Bid Lot shall be determined on draw of lots basis.

For details, please see the chapter titled “Offer Procedure” beginning on page 247 of this Draft Red Herring Prospectus.

UNDERWRITING AGREEMENT

After the determination of the Offer Price, but prior to the filing of the Prospectus with the RoC, our Company and the Selling Shareholder will enter into an Underwriting Agreement with the Underwriters for the Equity Shares proposed to

be offered through this Offer. The Underwriting Agreement is dated [●]. Pursuant to the terms of the Underwriting Agreement, the obligations of the Underwriters are several and are subject to certain conditions specified therein.

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

The above mentioned is indicative underwriting and will be finalized after determination of the Offer Price and actual allocation subject to the provisions of the SEBI ICDR Regulations.

In the opinion of our Board (based on a certificate given by the Underwriters), the resources of the above mentioned 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 Exchange(s).

Notwithstanding the table above, the Underwriters shall be severally responsible for ensuring payment with respect to the Equity Shares allocated to the bidders respectively procured by them. 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 purchases for, or subscribe the Equity Shares to the extent of the defaulted amount in accordance with the Underwriting Agreement.

CAPITAL STRUCTURE

Our Equity Share capital, as at the date of this DRHP and after the proposed Offer is set forth below: -

(₹ in million, except share data)

Particulars		Aggregate Value at Face value	Aggregate Value at Offer Price
A.	AUTHORISED SHARE CAPITAL		
	15,000,000 Equity Shares of ₹ 10/- each.	150.00	
B.	ISSUED, SUBSCRIBED AND PAID-UP SHARE CAPITAL BEFORE THE OFFER		
	9,000,005 Equity Shares of ₹ 10/- each	90.00	
C.	PRESENT OFFER IN TERMS OF THIS DRHP		
	Offer up to 2,666,408 Equity Shares of face value ₹10/- each aggregating upto ₹ [●] million.	Upto 26.66	
	comprising		
	Fresh Issue of up to 1,010,000 Equity Shares of ₹ 10/- each at a price of ₹ [●] per Equity Share ⁽¹⁾	Upto 10.10	[●]
	Offer for Sale of up to 1,656,408 Equity Shares of ₹ 10/- each at a price of ₹ [●] per Equity Share ⁽²⁾	Upto 16.56	
	Of which:		
	(i) Employee Reservation Portion of upto [●] Equity Shares at a price of ₹ [●] per equity share not exceeding [●] of the Post-Offer Equity Share Capital of our Company.	[●]	[●]
	(ii) Net Offer:	[●]	[●]
	QIB Portion of at least [●] Equity Shares	[●]	[●]
	Non-Institutional Portion of not more than [●] Equity Share	[●]	[●]
	Retail Portion of not more than [●] Equity Shares	[●]	[●]
D.	ISSUED, SUBSCRIBED AND PAID-UP SHARE CAPITAL AFTER THE OFFER		
	[●] Equity Shares of ₹10/- each		[●]
E.	SECURITIES PREMIUM ACCOUNT		
	Before the Offer		728.66
	After the Offer		[●]

⁽¹⁾ The Offer has been authorised by the Board of Directors of our Company at its meeting held on August 21, 2018 and by the shareholders of our Company at the Extra-Ordinary General Meeting of the Company held on August 21, 2018.

⁽²⁾ The Offer comprises an Offer for Sale up to 1,656,408 Equity Shares by the Selling Shareholder. The maximum number of Equity Shares offered by the Selling Shareholder is detailed as follows:

Sr. No.	Name of Selling Shareholder	Maximum Number of Equity Shares Offered	Pre-Offer		Post-Offer	
			Number of Equity Shares	% of Paid-up Capital	Number of Equity Shares	% of Paid-up Capital
1.	SABR India Investment Pvt Ltd	1,656,408	3,764,358	41.83	[●]	[●]

For details on the authorisation of the Selling Shareholder in relation to the Offer, please see the chapter titled “The Offer” beginning on page 56 of this DRHP.

Our Company has no outstanding convertible instruments as on the date of this DRHP.

1. **Details of change in authorised share capital since incorporation**

The authorized share capital of the Company at the time of incorporation was ₹1,000,000/- (Rupees One Million only) divided into 100,000 Equity Shares of ₹ 10/- (Rupees Ten only) each. The following table gives the increase in the authorised share capital post incorporation of our Company: -

Sr. No.	Particulars of increase	Date of Shareholders' meeting	AGM/ EGM
1.	Increase in authorized share capital from ₹1,000,000/- divided into 100,000 Equity Shares of ₹ 10/- each to ₹7,500,000/- divided into 750,000 Equity Shares of ₹10/- each.	January 31, 2007	EGM
2.	Increase in authorized share capital from ₹7,500,000/- divided into 750,000 Equity Shares of ₹10/- each to ₹10,000,000/- divided into 1,000,000 Equity Shares of ₹10/- each.	February 25, 2008	EGM
3.	Increase in authorized share capital from ₹10,000,000/- divided into 1,000,000 Equity Shares of ₹10/- each to ₹30,000,000/- divided into 3,000,000 Equity Shares of ₹10/- each.	October 11, 2010	EGM
4.	Increase in authorized share capital from ₹30,000,000/- divided into 3,000,000 Equity Shares of ₹10/- each to ₹50,000,000/- divided into 3,650,000 Equity Shares of ₹10/- each and 337,500 CCPS of ₹40/- each.	February 16, 2016	EGM
5.	Increase in authorized share capital from ₹50,000,000/- divided into 3,650,000 Equity Shares of ₹10/- each and 337,500 CCPS of ₹40/- each to ₹150,000,000 divided into 13,650,000 Equity Shares of ₹10/- each and 337,500 CCPS of ₹40/- each	July 2, 2018	EGM
6.	Reclassification of authorized share capital from ₹150,000,000/- divided into 13,650,000 Equity Shares of ₹10/- each and 337,500 CCPS of ₹40/- each to ₹150,000,000 divided into 15,000,000 Equity Shares of ₹10/- each.	August 10, 2018	EGM

Notes to Capital Structure

1. **Share Capital history of our Company**

A. The following is the history of the Equity Share Capital of our Company:

Date of allotment of Equity Shares	No. of Equity Shares Allotted	Face Value (in ₹)	Issue Price (in ₹)	Nature of consideration	Reasons for allotment	Cumulative no. of Equity Shares	Cumulative paid-up Equity Capital (in ₹)
At incorporation	4	10	10	Cash	Subscription to MoA ⁽¹⁾	4	40
May 20, 1999#	79,996	10	10	Consideration other than cash	Allotment pursuant to acquisition of Swastik Roadways ⁽²⁾	80,000	800,000
March 15, 2006	20,000	10	10	Cash	Preferential Allotment ⁽³⁾	100,000	1,000,000
March 31, 2007	500,000	10	Nil	NA	Bonus Allotment ⁽⁴⁾	600,000	6,000,000
March 31, 2008	149,599	10	10	Cash	Preferential Allotment ⁽⁵⁾	749,599	7,495,990
March 31, 2009	109,080	10	55	Cash	Preferential Allotment ⁽⁶⁾	858,679	8,586,790
December 20, 2010	381,635	10	1050.60	Cash	Preferential Allotment ⁽⁷⁾	1,240,314	12,403,140

Date of allotment of Equity Shares	No. of Equity Shares Allotted	Face Value (in ₹)	Issue Price (in ₹)	Nature of consideration	Reasons for allotment	Cumulative no. of Equity Shares	Cumulative paid-up Equity Capital (in ₹)
October 21, 2011	95,400	10	-	Cash	Conversion of OCDs ⁽⁸⁾	1,335,714	13,357,140
July 25, 2018	5,137,158	10	Nil	NA	Bonus Allotment ⁽⁹⁾	6,472,872	64,728,720
August 2, 2018	1,247,484	10	-	Cash	Conversion of CCPS ⁽¹⁰⁾	7,720,356	77,203,560
August 10, 2018	1,279,649	10	Nil	NA	Bonus Allotment ⁽¹¹⁾	9,000,005	90,000,050

We have placed reliance on the disclosures made in the Board minutes, to ascertain the details of the issue of Equity Shares, the nature of allotment and the nature of consideration since Form 2 for the relevant allotment is not present in the records of the Company and is not found in the records of the RoC, as certified by M/s. Pasrija and Associates, Company Secretaries, under their search report dated November 21, 2018. For further information, please refer to risk factor no. 44 under chapter titled 'Risk Factors' beginning on page 24 of the DRHP.

- (1) Allotment to Gaurav Jain [1 Equity Share], Arun Kumar Jain [1 Equity Share], Pramod Kumar Jain [1 Equity Share], Santosh Jain [1 Equity Share];
- (2) Allotment to Gaurav Jain [31,999 Equity Shares], Arun Kumar Jain [15,999 Equity Shares]; Pramod Kumar Jain [15,999 Equity Shares] and Santosh Jain [15,999 Equity Shares];
- (3) Allotment to Gaurav Jain [10,000 Equity Shares] and Santosh Jain [10,000 Equity Shares];
- (4) Allotment to Gaurav Jain [370,000 Equity Shares] and Santosh Jain [130,000 Equity Shares]. Bonus allotment has been made in the ratio of 5:1.
- (5) Allotment to Shiv Singh [50,000 Equity Shares]; Om Prakash & Sons [33,599 Equity Shares]; Tanu Jain [21,000 Equity Shares]; JC Jain [10,000 Equity Shares]; Shilpi Jain [14,000 Equity Shares]; Manju Jain [6,000 Equity Shares]; Maya Jain [15,000 Equity Shares].
- (6) Allotment to Beetee Credit and Marketing Private Limited [18,180 Equity Shares]; Pentex Expo Private Limited [18,180 Equity Shares]; Vandana Dealers Private Limited [45,450 Equity Shares]; Apex Goods Private Limited [18,180 Equity Shares]; Surya Kiran Tradecom Private Limited [9,090 Equity Shares].
- (7) Allotment to Feedbridge Equity Holdings Limited.
- (8) Allotment to Arihant Roadlines (India) Private Limited arising from the conversion of 95,400 OCDs as per the terms of issue of such OCDs which were allotted on November 29, 2010 to Arihant Roadlines (India) Private Limited.
- (9) Allotment to Gaurav Jain [2,126,761 Equity Shares]; Santosh Jain [599,976 Equity Shares]; Om Prakash & Sons [470,554 Equity Shares.]; Tanu Jain [56,729 Equity Shares]; Charu Kotia [24,038 Equity Shares]; Arihant Roadlines (India) Private Limited [262,340 Equity Shares]; Amit Mittal [24,038 Equity Shares]; SABR India Investment Pvt Ltd [1,572,722 Equity Shares]. Bonus Allotment has been made in the ratio of 3.846:1.
- (10) Allotment to SABR India Investment Pvt Ltd pursuant to conversion of CCPS. 311,871 CCPS of face value of ₹40 were converted into 1,247,484 Equity Shares of ₹10 each at a conversion ratio of 4 Equity Shares for every 1 CCPS.
- (11) Allotment to Gaurav Jain [444,167 Equity Shares]; Santosh Jain [125,303 Equity Shares]; Om Prakash & Sons [98,274 Equity Shares.]; Tanu Jain [11,848 Equity Shares]; Charu Kotia [5,020 Equity Shares]; Arihant Roadlines (India) Private Limited [54,789 Equity Shares]; Amit Mittal [5,020 Equity Shares]; SABR India Investment Pvt Ltd [535,228 Equity Shares]. Bonus allotment has been made in the ratio of 0.16575:1.

B. The following is the history of the preference share capital of our Company:

Date of allotment of CCPS	No. of CCPS Allotted	Face Value (in ₹)	Issue Price (in ₹)	Consideration	Nature of Transaction	Cumulative No. of Preference Shares	Cumulative paid-up preference share Capital (in ₹)
March 17, 2016 ⁽¹⁾	311,871	40	1282.58	Cash	Private Placement ⁽¹⁾	311,871	1,24,74,840
August 2, 2018	Conversion of 311,871 CCPS of face value of ₹40 each into 1,247,484 Equity Shares of ₹10 each at a conversion ratio of 4 Equity Shares for every 1 CCPS.						

(1) Allotted to SABR India Investment Pvt Ltd pursuant to Subscription Agreement dated February 15, 2016. The 311,871 CCPS were subsequently converted into 1,247,484 Equity Shares on August 2, 2018.

C. Shares issued for consideration other than cash or bonus:

Date of the allotment	No. of Equity Shares	Face Value (in ₹)	Issue Price (in ₹)	Reasons for allotment	Benefits accruing to the Company	Persons to whom the allotments were made
May 20, 1999#	79,996	10	10	Allotment pursuant to acquisition of Swastik Roadways	The equity shares were issued in consideration for the takeover of Swastik Roadways.	See Note 1 below
March 31, 2007	500,000	10	Nil	Bonus Allotment	Nil	See Note 2 below
July 25, 2018	5,137,158	10	Nil	Bonus Allotment	Nil	See Note 3 below
August 10, 2018	1,279,649	10	Nil	Bonus Allotment	Nil	See Note 4 below

We have placed reliance on the disclosures made in the Board minutes, to ascertain the details of the issue of Equity Shares, the nature of allotment and the nature of consideration since Form 2 for the relevant allotment is not present in the records of the Company and is not found in the records of the RoC, as certified by M/s. Pasrija and Associates, Company Secretaries, dated November 21, 2018. For further information, please refer to risk factor no. 44 under chapter titled 'Risk Factors' beginning on page 24 of the DRHP.

Note 1: Allotment to Gaurav Jain [31,999 Equity Shares], Arun Kumar Jain [15,999 Equity Shares], Pramod Kumar Jain [15,999 Equity Shares] and Santosh Jain [15,999 Equity Shares]

Note 2: Allotment to Gaurav Jain [370,000 Equity Shares] and Santosh Jain [130,000 Equity Shares]. Bonus allotment has been made in the ratio of 5:1.

Note 3: Allotment to Gaurav Jain [2,126,761 Equity Shares], [Santosh Jain 599,976 Equity Shares]; Om Prakash & Sons [470,554 Equity Shares.], Tanu Jain [56,729 Equity Shares], Charu Kotia [24,038 Equity Shares], Arihant Roadlines (India) Private Limited [262,340 Equity Shares], Amit Mittal [24,038 Equity Shares], SABR India Investment Pvt Ltd [1,572,722 Equity Shares]. Bonus Allotment has been made in the ratio of 3.846:1.

Note 4: Allotment to Gaurav Jain [444,167 Equity Shares]; Santosh Jain [125,303 Equity Shares]; Om Prakash & Sons [98,274 Equity Shares.]; Tanu Jain [11,848 Equity Shares]; Charu Kotia [5,020 Equity Shares]; Arihant Roadlines (India) Private Limited [54,789 Equity Shares]; Amit Mittal [5,020 Equity Shares]; SABR India Investment Pvt Ltd [535,228 Equity Shares]. Bonus allotment has been made in the ratio of 0.16575:1.

2. Till date, no Equity Shares have been issued out of revaluation reserves by our Company.
3. Till date, no Equity Shares have been allotted by our Company pursuant to any scheme approved under Sections 391-394 of the Companies Act, 1956 or Sections 230-234 of Companies Act, 2013.

4. The Company has not issued any Equity Shares under any employee stock option scheme.
5. Except as mentioned below, our Company has not issued any Equity Shares in the year preceding the date of this DRHP, which may be at a price lower than the Offer price:

Date of the allotment	No. of Equity Shares	Face Value (in ₹)	Issue Price (in ₹)	Reasons for allotment	Persons to whom the allotments were made
July 25, 2018	51,37,158	10	Nil	Bonus Allotment	See Note 1 below
August 10, 2018	12,79,649	10	Nil	Bonus Allotment	See Note 2 below
August 2, 2018	1,247,484	10	-	Conversion of CCPS	See Note 3 below

Note 1: Allotment to Gaurav Jain [21,26,761 Equity Shares], [Santosh Jain 5,99,976 Equity Shares]; Om Prakash & Sons [4,70,554 Equity Shares.], Tanu Jain [56,729 Equity Shares], Charu Kotia [24,038 Equity Shares], Arihant Roadlines (India) Private Limited [2,62,340 Equity Shares], Amit Mittal [24,038 Equity Shares] all forming part of the promoter group and SABR India Investment Pvt Ltd [15,72,722 Equity Shares].

Note 2: Allotment to Gaurav Jain [4,44,167 Equity Shares]; Santosh Jain [1,25,303 Equity Shares]; Om Prakash & Sons [98,274 Equity Shares.]; Tanu Jain [11,848 Equity Shares]; Charu Kotia [5,020 Equity Shares]; Arihant Roadlines (India) Private Limited [54,789 Equity Shares]; Amit Mittal [5,020 Equity Shares] all forming part of the promoter group and SABR India Investment Pvt Ltd [5,35,228 Equity Shares].

Note 3: Allotment to SABR India Investment Pvt Ltd pursuant to conversion of CCPS. 311,871 CCPS of face value of ₹40 were converted into 1,247,484 Equity Shares of ₹10 each at a conversion ratio of 4 Equity Shares for every 1 CCPS.

6. The following is the shareholding pattern of our Company as on the date of this DRHP:

Category	Category of shareholder	Number of shareholders	No. of fully paid up equity shares held	No. of Partly paid-up equity shares held	No. of shares underlying Depository Receipts	Total nos. shares held	Shareholding as a % of total no. of shares (calculated as per SCRR, 1957)	Number of Voting Rights held in each class of securities				No. of Shares Underlying Outstanding convertible securities (including Warrant)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	Number of Locked in shares		Number of Shares pledged or otherwise encumbered		Number of equity shares held in dematerialised form
								No of Voting Rights						No. (a)	As a % of total Shares held (b)	No. (a)	As a % of total Shares held(b)	
								Class Equity X	Class Others Y	Total	Total as a % of (A+B+C)							
(I)	(II)	(III)	(IV)	(V)	(VI)	(VII) = (IV)+(V)+ (VI)	(VIII)As a % of (A+B+ C2)	(IX)				(X)	(XI)= (VII)+(X) As a % of (A+B+C2)	(XII)		(XIII)		(XIV)
(A)	Promoter & Promoter Group	7	52,35,647	-	-	52,35,647	58.17	52,35,647	-	52,35,647	58.17	-	-	-	-	-	-	52,35,647
(B)	Public	1	37,64,358	-	-	37,64,358	41.83	37,64,358		37,64,358	41.83	-	-	-	-	-	-	37,64,358
(C)	Non Promoter - Non Public	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(C1)	Shares Underlyin g DRs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(C2)	Shares Held By Employee Trust	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total	8	90,00,005	-	-	90,00,005	100	90,00,005		90,00,005	100	-	-	-	-	-	-	90,00,005

- i. The following is the shareholding of our Promoter Group as of the date of filing this DRHP:

S. No.	Name	No. of Equity Shares	% of Pre-Offer Equity Share Capital	% of Post-Offer Equity Share Capital
Promoters				
1.	Gaurav Jain	3,123,908	34.71	[●]
2.	Santosh Jain	881,279	9.79	[●]
Promoter Group				
3.	Om Prakash & Sons	691,177	7.68	[●]
4.	Arihant Roadlines (India) Private Limited	385,340	4.28	[●]
5.	Tanu Jain	83,327	0.93	[●]
6.	Charu Kotia	35,308	0.39	[●]
7.	Amit Mittal	35,308	0.39	[●]
	Total	5,235,647	58.17	[●]

- ii. Names of Shareholders of the Company holding 1% or more of the paid-up capital of the Company and the number of Equity Shares held by them as on the date of the filing of the DRHP:

S. No.	Name	No. of Equity Shares	% of Pre-Offer Equity Share Capital	% of Post-Offer Equity Share Capital
1.	SABR India Investment Pvt Ltd	3,764,358	41.83	[●]
2.	Gaurav Jain	3,123,908	34.71	[●]
3.	Santosh Jain	881,279	9.79	[●]
4.	Om Prakash & Sons	691,177	7.68	[●]
5.	Arihant Roadlines (India) Private Limited	385,340	4.28	[●]
	Total	8,846,062	98.29	[●]

- iii. None of the shareholders of our Company holding 1% or more of the paid-up capital of the Company as on the date of the filing of the DRHP are entitled to any Equity Shares upon exercise of warrant, option or right to convert a debenture, loan or other instrument.
- iv. Names of Shareholders of the Company holding 1% or more of the paid-up capital of the Company and the number of Equity Shares held by them (on a fully diluted basis) 1 (one) year prior to the date of filing of this DRHP:

S. No.	Name	No. of Equity Shares	% of then existing Equity Share Capital
1.	Gaurav Jain	552,980	33.56
2.	SABR India Investment Pvt Ltd#	720,795	43.75
3.	Santosh Jain	156,000	9.47
4.	Om Prakash & Sons	122,349	7.43
5.	Arihant Roadlines (India) Private Limited	68,211	4.14
	Total	1,620,335	98.35

For the purposes of reflecting the fully diluted equity shareholding, the CCPS held by SABR India Investment Pvt Ltd have been assumed to have been converted in the ratio of 1 Equity Share for every 1 CCPS held.

- v. Names of Shareholders of the Company holding 1% or more of the paid-up capital of the Company and the number of Equity Shares held by them (on a fully diluted basis) 2 (two) years prior to the date of filing of this DRHP:

S. No.	Name	No. of Equity Shares	% of then existing Equity Share Capital
1.	Gaurav Jain	552,980	33.56
2.	SABR India Investment Pvt Ltd#	720,795	43.75
3.	Santosh Jain	156,000	9.47
4.	Om Prakash & Sons	122,349	7.43
5.	Arihant Roadlines (India) Private Limited	68,211	4.14
	Total	1,620,335	98.35

For the purposes of reflecting the fully diluted equity shareholding, the CCPS held by SABR India Investment Pvt Ltd have been assumed to have been converted in the ratio of 1 Equity Share for every 1 CCPS held.

- vi. Our top ten shareholders and the number of Equity Shares held by them 10 (ten) days prior to the date of filing this DRHP:

S. No.	Name	No. of Equity Shares	% of Pre-Offer Equity Share Capital	% of Post-Offer Equity Share Capital
1.	SABR India Investment Pvt Ltd	3,764,358	41.83	[●]
2.	Gaurav Jain	3,123,908	34.71	[●]
3.	Santosh Jain	881,279	9.79	[●]
4.	Om Prakash & Sons	691,177	7.68	[●]
5.	Arihant Roadlines (India) Private Limited	385,340	4.28	[●]
6.	Tanu Jain	83,327	0.93	[●]
7.	Charu Kotia	35,308	0.39	[●]
8.	Amit Mittal	35,308	0.39	[●]
	Total	9,000,005	100.00	[●]

Our Company has a total of only 8 (eight) equity shareholders as of 10 (ten) days prior to the date of this DRHP.

- vii. The Company has not made any initial public offer of its Equity Shares or any convertible securities in the 2 (two) years preceding the date of this DRHP.
7. Our Company does not have any intention or proposal to alter its capital structure within a period of 6 (six) months from the date of opening of the Offer by way of split/consolidation of the denomination of Equity Shares or further issue of Equity Shares whether preferential or bonus, rights or further public issue basis. However, our Company may further issue Equity Shares (including issue of securities convertible into Equity Shares) whether preferential or otherwise after the date of the opening of the Offer to finance an acquisition, merger or joint venture or for regulatory compliance or such other scheme of arrangement or any other purpose as the Board may deem fit, if an opportunity of such nature is determined by its Board of Directors to be in the interest of our Company.

8. Build-up of Promoters' capital

A. History of Equity Share capital held by the Promoters:

As on the date of this DRHP, our Promoters hold 40,05,187 Equity Shares, constituting 44.50% of the issued, subscribed and paid-up Equity Share capital of our Company. The build-up of shareholding of Promoters is as follows:

Gaurav Jain

Date of Allotment / Transfer and Date when made Fully Paid	No. Equity Shares Allotted / Transferred	Face Value	Issue/ Acquisition Price	Consideration	Nature of Transaction	% of Pre-Offer Paid up Capital	% of Post Offer Paid up Capital
At Incorporation	1	10	10	Cash	Subscription to MoA	Negligible	[●]
May 20, 1999 #	31,999	10	10	Consideration	Allotment	0.36	[●]

Date of Allotment / Transfer and Date when made Fully Paid	No. Equity Shares Allotted / Transferred	Face Value	Issue/ Acquisition Price	Consideration	Nature of Transaction	% of Pre- Offer Paid up Capital	% of Post Offer Paid up Capital
				other than Cash	pursuant to acquisition of Swastik Roadways		
July 24, 2000	16,000	10	10	Cash	Transfer from Arun Kumar Jain	0.18	[●]
February 3, 2005	16,000	10	10	Cash	Transfer from Pramod Kumar Jain	0.18	[●]
March 15, 2006	10,000	10	10	Cash	Preferential Allotment	0.11	[●]
March 31, 2007	370,000	10	Nil	NA	Bonus Issue	4.11	[●]
November 03, 2010	109,080	10	10	Cash	Transfer from Arihant Roadlines (India) Private Limited	1.21	[●]
December 1, 2010	(100)	10	10	Cash	Transfer to Arihant Roadlines (India) Private Limited	Negligible	[●]
July 25, 2018	2,126,761	10	Nil	NA	Bonus Issue	23.63	[●]
August 10, 2018	444,167	10	Nil	NA	Bonus Issue	4.94	[●]
Total	3,123,908					34.71	[●]

Santosh Jain

Date of Allotment / Transfer and Date when made Fully Paid	No. Equity Shares Allotted / Transferred	Face Value	Issue/ Acquisition Price	Consideration	Nature of Transaction	% of Pre- Offer- Paid up Capital	% of Post Offer Paid up Capital
At Incorporation	1	10	10	Cash	Subscription to MoA	0.00	[●]
May 20, 1999#	15,999	10	10	Consideration other than Cash	Allotment pursuant to acquisition of Swastik Roadways	0.18	[●]
March 15, 2006	10,000	10	10	Cash	Preferential Allotment	0.11	[●]
March 31, 2007	130,000	10	Nil	NA	Bonus Issue	1.44	[●]
July 25, 2018	599,976	10	Nil	NA	Bonus Issue	6.67	[●]
August 10, 2018	125,303	10	Nil	NA	Bonus Issue	1.39	[●]
Total	881,279					9.79	[●]

We have placed reliance on the disclosures made in the Board minutes, to ascertain the details of the issue of Equity Shares, the nature of allotment and the nature of consideration since Form 2 for the relevant allotment is not present in the records of the Company and is not found in the records of the RoC, as certified by M/s. Pasrija and Associates, Company Secretaries, dated November 21, 2018. For further information, please refer to risk factor no. 44 under

chapter titled 'Risk Factors' beginning on page 24 of the DRHP.

9. As on the date of the DRHP, the Company has 8 (eight) members/shareholders.
10. The Promoter, Promoter Group, Directors of our Company and their relatives have not undertaken purchase or sale transactions in the Equity Shares of our Company, during a period of 6 (six) months preceding the date on which this DRHP is filed with SEBI.
11. There are no financing arrangements wherein the Promoters, Promoter Group, the Directors of our Company and 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 period of 6 (six) months immediately preceding the date of filing of the DRHP.
12. **Promoters' contribution and lock-in**

Details of Promoters' contribution locked in for three years:

Pursuant to the SEBI ICDR Regulations, an aggregate of 20% of the fully diluted post-Offer Equity Share capital of our Company held by our Promoters, shall be locked-in for a period of three years from the date of Allotment and our Promoters' shareholding in excess of 20% shall be locked-in for a period of one year from the date of Allotment ("**Promoters' Contribution**").

The Equity Shares which are being locked in for 3 (three) years from the date of Allotment are as follows:

Promoters	No. of Equity Shares Locked in	Face Value (in ₹)	Issue/ Acquisition Price	Date of Allotment/Acquisition and when made fully paid-up	Nature of Allotment / Transfer	Consideration (Cash/other than cash)	Percentage of post-Offer paid-up capital
[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]
[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]
TOTAL	[•]						[•]

The above table will be updated in the Red Herring Prospectus proposed to be filed by the Company.

The Equity Shares that are being locked-in are eligible for computation of promoter's contribution under Regulation 15 of the SEBI ICDR Regulations. In this connection, as per Regulation 15 of the SEBI ICDR Regulations, our Company confirms that the Equity Shares locked-in do not consist of:

- (i) Equity Shares acquired during the preceding three years for consideration other than cash and revaluation of assets or capitalization of intangible assets
- (ii) Equity Shares resulting from bonus issue by utilisation of revaluations reserves or unrealised profits of the Company or from bonus issue against Equity Shares which are otherwise ineligible for minimum promoters' contribution;
- (iii) Equity Shares acquired during the preceding one year, at a price lower than the price at which the Equity Shares are being offered to the public in the Offer;
- (iv) Equity Shares issued to the Promoters upon conversion of a partnership firm;
- (v) Equity Shares held by the Promoters that are subject to any pledge; and
- (vi) Equity Shares for which specific written consent has not been obtained from the respective shareholders for inclusion of their subscription in the Promoters' Contribution subject to lock-in.

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 "*Promoters*" under the SEBI ICDR Regulations.

Details of share capital locked in for one year

Other than the above Equity Shares that would be locked in for 3 (three) years, the entire pre-Offer capital of our Company

would be locked-in for a period of 1 (one) year from the date of Allotment in the Offer pursuant to Regulation 16(b) and Regulation 17 of the SEBI ICDR Regulations.

Other requirements in respect of lock-in

Pursuant to Regulation 21 of the SEBI ICDR Regulations, the locked-in Equity Shares held by the Promoters, as specified above, can be pledged only with scheduled commercial banks or public financial institutions as collateral security for loans granted by such scheduled commercial banks or public financial institution, provided that the pledge of the Equity Shares is one of the terms of the sanction of the loan.

Provided that securities locked in as Promoters' Contribution for 3 years under Regulation 16(a) of the SEBI ICDR Regulations may be pledged only if, in addition to fulfilling the above requirement, the loan has been granted by such scheduled commercial bank or public financial institution for the purpose of financing one or more of the objects of the Offer.

Pursuant to Regulation 22 of the SEBI ICDR Regulations, Equity Shares held by the Promoters may be transferred to and amongst the Promoters, the Promoter Group or to new promoters or persons in control of our Company subject to continuation of the lock-in in the hands of the transferees for the remaining period and compliance with the SEBI Takeover Regulations.

Further, pursuant to Regulation 22 of the SEBI ICDR Regulations, the Equity Shares held by persons other than the Promoters prior to the Offer may be transferred to any other person holding the Equity Shares which are locked-in as per Regulation 17 of the SEBI ICDR Regulations, provided that lock-in on such Equity Shares will continue for the remaining period with the transferee and such transferee shall not be eligible to transfer such Equity Shares till the lock-in period stipulated under the SEBI ICDR Regulations has ended, subject to compliance with the SEBI Takeover Regulations, as applicable.

Lock-in of Equity Shares Allotted to Anchor Investors

In terms of Schedule XIII of the SEBI ICDR Regulations, the Equity Shares, if any, allotted to Anchor Investors shall be locked in for a period of 30 days from the date of Allotment of such Equity Shares.

13. Our Company, Directors and BRLM have not entered into any buy-back arrangements for the purchase of the Equity Shares of our Company from any person.
14. The Equity Shares are fully paid up and there are no partly paid up Equity Shares as on date of the DRHP. Further, since the entire money in respect of the Offer is being called on application, all the successful Bidders will be issued fully paid-up Equity Shares.
15. Neither the Book Running Lead Manager viz. Pantomath Capital Advisors Private Limited, nor its associates hold any Equity Shares of our Company as on the date of the Draft Red Herring Prospectus. However, the associates and affiliates of BRLM and the Syndicate Members, if any, may subscribe to the Offer, either in Net QIB category or in the Non-Institutional Category as may be applicable to such Bidders, where the allocation is on proportionate basis and such subscription may be on their own account or on behalf of their clients.

Employee Stock Options:

Employees Stock Option Plan (ESOS), 2014

Our Company had adopted an Employee Stock Option Scheme ("ColdEx ESOS 2014") pursuant to Board resolution dated July 9, 2014 and EGM resolution dated August 2, 2014 to offer 40,071 employee stock options under ColdEx ESOS 2014. The number of options that were granted under ColdEx ESOS 2014 was 28,717. Each Option was exercisable for Equity Share at a face value of ₹10/- on payment of the requisite exercise price to the Company. The options granted were required to be vested in not less than a period of 1 (one) year from the date of grant of such options and not more than 3 (three) years from the date of grant of these options. The options granted were to be exercisable at the time of liquidity event approved by the Board. Options allotted to certain employees of the Company under ColdEx ESOS 2014 vide the Board resolution of August 7, 2014 were 12,673. In August 2016, the Company provided the concerned employees options to (A) exercise the options granted; or (B) permit Company to cancel the vested options and the employee to receive an amount of ₹ 135/- per vested option. The concerned employees opted to receive the

payment of ₹135/- per option. Thereafter, vide Board resolution dated February 21, 2017, the Board of the Company discontinued the Coldex ESOS 2014 upon the employees opting to receive payment of ₹135/- per option.

Coldex Limited Employee Stock Option Scheme 2018

Pursuant to the Board resolution dated August 21, 2018 and Shareholders' resolution dated August 21, 2018, our Company has adopted the Coldex Limited Employee Stock Option Scheme 2018 ("**Coldex ESOS 2018**"), for issue of options to eligible employees under Coldex ESOS 2018, which may result in to issue of equity shares of face value ₹ 10 each, not exceeding 278,000 Equity Shares at such terms and conditions as may be decided by the Board. As on the date of this Draft Red Herring Prospectus, no options have been granted by our Company under the said plan.

The following are the details of all options granted in the three years preceding the date of the Draft Red Herring Prospectus:

Scheme	Grant	Number of Options Issued			Number of shares allotted on exercise of Options		
		Year ended March 31, 2018	Year ended March 31, 2017	Year ended March 31, 2016	Year ended March 31, 2018	Year ended March 31, 2017	Year ended March 31, 2016
Employee Stock Option Scheme 2018	NIL	NIL	NIL	NIL	NIL	NIL	NIL

OBJECTS OF THE OFFER

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

The Offer for Sale

Our Company will not receive any proceeds of the Offer for Sale by the Selling Shareholder. The Selling Shareholder will be entitled to the proceeds of the Offer for Sale after deducting its portion of the Offer related expenses. For further details, please see section titled “Offer Related Expenses” on page 85 of this chapter titled “Objects of the Offer”.

The Fresh Issue

Our Company proposes to utilise the Net Proceeds from the Fresh Issue (“**Net Proceeds**”) towards the following objects:

1. Investment in IT Infrastructure;
2. Funding the working capital requirements of our subsidiary Coldex Logistics Private Limited;
3. Acquisitions and other strategic initiatives; and
4. General corporate purposes

The main objects clause of our Memorandum of Association and the objects incidental and ancillary to the main objects enables us to undertake the activities for which funds are being raised in the Offer. The existing activities of our Company are within the objects clause of our Memorandum of Association.

Also, we believe that the listing of Equity Shares will enhance our Company’s corporate image, brand name and create a public market for our Equity Shares in India.

FRESH ISSUE PROCEEDS

The details of the proceeds of the Fresh Issue are set out in the following table:

(₹ in million)	
Particulars	Estimated Amount ¹
Gross Proceeds to be raised through the Fresh Issue	[●]
Less- Offer Related Expenses (only those apportioned to our Company)	[●]
Net Proceeds of the Fresh Issue (Net proceeds)	[●]

⁽¹⁾To be finalised on determination of the Offer Price and updated in the Prospectus prior to filing with the ROC.

UTILISATION OF NET PROCEEDS

The Net Proceeds are proposed to be used in the manner set out in the following table:

Sr. No.	Particulars	Amount (₹ in million)	Percentage of Net Proceeds
1	Investment in IT Infrastructure	79.98	[●]%
2	Funding the working capital requirements of our subsidiary Coldex Logistics Private Limited	200.00	[●]%
3	Acquisitions and other strategic initiatives	150.00	[●]%
4	General corporate purposes ⁽¹⁾	[●]	[●]%

⁽¹⁾To be finalized on determination of the Offer Price and updated in the Prospectus prior to filing with the RoC.

Proposed Schedule of Implementation and Deployment of Funds

We propose to deploy the Net Proceeds for the aforesaid purposes in accordance with the estimated schedule of implementation and deployment of funds set forth in the table below. As on the date of this Draft Red Herring Prospectus, our Company has not deployed any funds towards the objects of the Offer.

(₹ in million)

Sr. No.	Particulars	Amount to be funded from the Net Proceeds	Estimated Utilisation of Net Proceeds (Financial Year 2018-19)	Estimated Utilisation of Net Proceeds (Financial Year 2019-20)
1	Investment in IT Infrastructure	79.98	21.25	58.73
2	Funding the working capital requirements of our subsidiary Coldex Logistics Private Limited	200.00	50.00	150.00
3	Acquisitions and other strategic initiatives	150.00	-	150.00
4	General corporate purposes ⁽¹⁾	[●]	[●]	[●]

⁽¹⁾To be finalized on determination of the Offer Price and updated in the Prospectus prior to filing with the RoC.

In the event of the estimated utilisation of the Net Proceeds in a scheduled Fiscal being not undertaken in its entirety, the remaining Net Proceeds shall be utilised in subsequent Fiscals, as may be decided by our Company, in accordance with applicable laws. Further, if the Net Proceeds are not completely utilised for the objects during the respective periods stated above due to factors such as (i) economic and business conditions; (ii) increased competition; (iii) timely completion of the Offer; (iv) market conditions outside the control of our Company; and (v) any other commercial 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.

The fund requirements mentioned above for investment in IT infrastructure are based on the internal management estimates of our Company and quotation received from third party. The fund requirements mentioned above except for investment in IT infrastructure are based on the internal management estimates of our Company, and have not been verified by the Book Running Lead Manager or appraised by any bank, financial institution or any other external agency. The fund requirements are based on current circumstances of our business and our Company may have to revise its estimates from time to time on account of various factors beyond its control, such as market conditions, competitive environment, costs of commodities and interest or exchange rate fluctuations. Consequently, the fund requirements of our Company are subject to revisions in the future at the discretion of the management. In the event of any shortfall of funds for the activities proposed to be financed out of the Net Proceeds as stated above, our Company may re-allocate the Net Proceeds to the activities where such shortfall has arisen, subject to compliance with applicable laws. Further, in case of a shortfall in the Net Proceeds or cost overruns, our management may explore a range of options including utilising our internal accruals or seeking debt financing.

Means of Finance

The fund requirements set out for the aforesaid objects of the Fresh Issue are proposed to be met entirely from the Net Proceeds, internal accruals and existing debt financing. Accordingly, we confirm that we are in compliance with the requirement to make firm arrangements of finance under Regulation 7(1)(e) of the SEBI ICDR Regulations through verifiable means towards at least 75% of the stated means of finance, excluding the amount to be raised through the Net Proceeds and existing identifiable internal accruals.

DETAILS OF THE OBJECTS OF THE OFFER

The details of the objects of the Offer are set out below.

1. Investment in IT Infrastructure

We are primarily involved in providing end to end supply chain management services along with procurement of food and other products, material resource planning, long haul and last mile transportation, warehousing and warehouse management services. Our Company proposes to invest in/upgrade the IT infrastructure to the tune of ₹79.98 million from the Net Proceeds.

The Company plans to invest in/upgrade the IT infrastructure for online tracking of shipments, optimum usage of infrastructure viz: fleets and warehouse, follow FEFO method, batch tracking through barcoding etc. The Company is currently using SAP-B1 for its warehousing activities and the current expenditure planned would be towards the transportation management system and its integration with the WMS system.

Moving consumer products from manufacturing plants to warehouses, between facilities and to distributors and retail / last mile customers, in general represents more than 60% of total logistics costs. To move product efficiently the design of the transportation solution leverages multiple modes to ensure product arrives where it needs to be, at the lowest landed cost, with the shortest possible lead time and in premium condition. The best IT systems create the most appropriate

solution to meet customer needs, whether it's using in house fleet or any third party vendors, dedicated fleet or a mix of all.

One core transportation solution will provide a leading-edge Transportation Management System configured and deployed to our customer specifications. The business SOP's and seasoned personnel to help give transportation network a competitive advantage. The key benefits of Transport Management Services are as follows:

- Network design and optimization.
- Fleet sourcing and compliance management.
- Transportation planning and optimization
- Dedicated and multi-customer fleet operations.
- Performance management and reporting.
- Order consolidation and returns services.
- Freight bill audit and payment.
- Visibility and shipment event tracking.
- Transportation management system configuration and implementation.
- Ambient, chilled and frozen temperature controlled transportation.

The comprehensive suite of capabilities and work with a range of systems, monitor and control all critical warehouse processes. They also provide support for transport and distribution operations and communicate with customers and other relevant authorities.

Warehouse management systems record all events and activities in the receipt, handling and storage of products and orders in the warehouse or distribution center, including the exact location of inventory. Further, scale up with these systems gives the customers entire visibility of their stock and all analysis for inventory optimization, demand forecasting, sales offers for near expiry products etc.

- Access to, and influence over, leading-edge supply chain technology
- Access to best-in-class applications that are platform and database independent – facilitating standardized business processes
- Rapid start-up and reduced risk in deployment - including project delivery, service management, supplier management, - integration and hosting
- Scalability and repeatability across all clients
- Unrivalled expertise in interfacing with your stock control, resource planning and business information systems
- Proven, pre-integration with other supply chain partner systems - including visibility and control.
- Accurate receivable and payable management.

Further the interface between TMS and WMS systems gives an overall integrated inventory holding and thus optimisation. Further the WMS interface with client systems at retail outlets also acts as an added advantage where ordering, delivery and invoicing can happen within systems.

Detailed Cost Estimate:

The following table depicts the detailed breakup of estimated cost on IT Infrastructure as per the quotation provided by M/s. Unecops Business Solutions Private Limited dated November 22, 2018:

<i>(₹ in million)</i>			
Cost Type	Service	Cost Element	Total
Application	SAP B1	Development	5.00
	WMS	Development	2.50
	TMS	Development	10.00
	Organization Portal/Mobile App	Development	6.00
	Sales Force.com	Development	2.00
Network	LAN/WAN/VPN/CLOUDS	Development	3.00
Development Totals			28.50

Software Licenses	SAP B1 (20 New licenses)	Software	1.00
	WMS	Software	1.00
	TMS Existing	Software	0.61
	Organization Portal/Mobile App	Software	1.20
	Sales Force.com	Software	0.50
Software Maintenance	SAP B1 (20 New licenses)	Software	0.69
	WMS/TMS	Software	2.90
	Organization Portal/Mobile App	Software	1.50
	OEMOS/OFFICE/SQL/ENTERPRISE	Software	4.50
	Sales force.com	Software	0.80
Software Totals			14.70
Hardware Purchase/Maintenance	WMS	Hardware	1.50
	TMS	Hardware	2.00
	Laptops/Desktop/UPS/Firewall/ AMC	Hardware	1.70
Centralised Server Setup	SAP/E-mail/Mobile/TMS	Hardware	3.50
D R Setup	Data Recovery	Hardware	3.50
	SAN (Backup Server)	Hardware	1.60
Hardware Totals			13.80
Lease / Rent	Main Office	Accommodation	0.34
	Data Center	Accommodation	0.85
	DR location	Accommodation	1.70
Accommodation Totals			2.89
Utilities	Electricity	External Services	0.36
	Water	External Services	0.018
Physical Security	Data Center*	External Services	0.27
	Backup Site	External Services	0.27
Connectivity	ADSL - Office	External Services	3.42
	ADSL - Data Center*	External Services	1.44
	Backup * DR	External Services	1.44
	Dial Up / Voice	External Services	0.09
Cloud Server	Cloud Services	External Services	1.53
External Services Totals			8.84
Man Power	Main Office (4)	Human Resources	7.20
	Other Locations (4)	Human Resources	1.80
	Backup Site (1)	Human Resources	0.90
Training	On-site Technical	Human Resources	0.45
	Managerial	Human Resources	0.72
Travel	Travel	Human Resources	0.18
Human Resources Totals			11.25
Gross Total			79.98

* All the above amounts are exclusive of applicable taxes

2. Funding the working capital requirements of our subsidiary Coldex Logistics Private Limited (CLPL)

CLPL is inter-alia engaged in integrated food supply chain and distribution business including transportation, warehousing, material handling, packaging, setup of supply chain including cold chain (temperature controlled handling of goods). Further it also provides fulfilment services involving individual elements of supply chain business.

As of the date of this DRHP, our Company (including through its nominees) holds 100% of the issued, subscribed and paid up equity share capital of Coldex Logistics Private Limited,

CLPL fund majority of working capital requirements in the ordinary course of its business from its internal accruals and unsecured loans. As on March 31, 2018, CLPL did not have any fund based working capital limits.

CLPL's existing working capital requirement and funding on the basis of Audited Financial Information as of March 31, 2017 and March 31, 2018 is as follows:

(₹ in million)

<i>Particulars</i>	<i>Fiscal 2017</i>	<i>Fiscal 2018</i>
<i>Current Assets</i>		
Current Investments	35.25	-
Inventories (Stock-in-trade)	149.86	73.89
Trade Receivables	93.33	159.10
Cash and Bank Balance	1.64	9.42
Short term loans & advances and other Current Assets	22.56	19.85
Total (A)	302.63	262.26
<i>Current Liabilities</i>		
Trade Payables	436.57	402.08
Other Current Liabilities and provisions	57.90	67.03
Total (B)	494.47	469.11
<i>Total Working Capital (A)-(B)</i>	(191.83)	(206.85)

On the basis of CLPL's existing working capital requirements and the projected working capital requirements, our Board pursuant to its resolution dated November 14, 2018 and confirmed by the IPO Committee resolution dated November 14, 2018 has approved the business plan for the Five year period for Fiscals 2018, 2019, 2020, 2021 and 2022. The projected working capital requirements for Fiscal 2019 and 2020 are as stated below:

Basis of estimation of working capital requirement

(₹ in million)

<i>Particulars</i>	<i>Fiscal 2019</i>	<i>Fiscal 2020</i>
<i>Current Assets</i>		
Inventories (Stock-in-trade)	167.21	262.75
Trade Receivables	283.03	423.60
Cash and Bank Balance	19.00	10.00
Short term loans & advances and Other current assets	49.39	69.35
Total (A)	518.63	765.70
<i>Current Liabilities</i>		
Trade Payables	375.00	408.00
Other Current Liabilities and Provisions	64.55	68.55
Total (B)	439.55	476.55
<i>Total Working Capital (A)-(B)</i>	79.08	289.15
<i>Existing Funding Pattern</i>		
Debt funding from holding company for working capital	29.08	139.15
IPO Proceeds to be invested by Coldex Limited in CLPL	50.00	150.00

Assumption for working capital requirements

Assumptions for Holding Levels*

(In months)

Particulars	Holding Level for Fiscal 2017	Holding Level for Fiscal 2018	Holding Level for Fiscal 2019 (Estimated)	Holding Level for Fiscal 2020 (Estimated)
Current Assets				
Inventories (Stock-in-trade)	2.36	0.72	1.22	1.19
Trade Receivables	1.18	1.25	1.32	1.32
Current Liabilities				
Trade Payables	5.37	3.33	2.04	1.43

Justification for “Holding Period” levels

The justifications for the holding levels mentioned in the table above are provided below:

Assets- Current Assets	
Inventories (Stock-in-trade)	CLPL’s inventories consist of food and non-food items under its integrated distribution business model for various clients. The inventory is estimated to grow from current levels of 0.72 months in Fiscal 2018 to 1.22 months in Fiscal 2019 and 1.19 months in Fiscal 2020 as CLPL aim to add new clients in the course of business and grow its operations.
Trade Receivables	CLPL’s credit terms are in the range of 0.50-1.50 months. As it aims to add new clients, CLPL has assumed its trade receivables at slightly higher level of 1.32 months both in Fiscal 2019 & 2020 which is in line with its current credit policy
Liabilities–Current Liabilities	
Trade Payables	CLPL’s trade payables primarily consist of trade payables for purchase of stock in trade and other expenses. During Fiscal 2018, CLPL had creditor days of 3.33 months. However, going forward CLPL has assumed its creditor days as 2.04 months in Fiscal 2019 and 1.43 months in Fiscal 2020 as with the growth of business, CLPL expects to prune its creditor days by usage of funds received by it from holding company which are proposed to be raised through the Fresh Issue, so as to achieve better negotiating terms viz: bulk discount, price offering etc. from creditors.

Pursuant to the certificate dated November 15, 2018, M/s. CAN & Associates, Chartered Accountants have compiled the working capital estimates from the audited financial statements and the working capital projections of CLPL as approved by its Board of Directors pursuant to resolution dated November 14, 2018.

Our Company proposes to utilize 50.00 million and 150.00 million of the Net Proceeds in Fiscal 2019 and Fiscal 2020 respectively to invest in CLPL by way of debt to fund the working capital requirements of CLPL, for meeting future business requirements.

The details of the debt instrument including rate of interest, nature of security, terms of repayment, etc. will be decided by our Company at the time of investment. Our Company will remain interested in CLPL and will derive benefits from it, to the extent of its shareholding and/or any interest payments on such debt instruments, as applicable. For details of our Company’s shareholding in CLPL, please see chapter titled “History and Certain Corporate Matters” on page 138 of this DRHP.

3. Acquisitions and other strategic initiatives

In pursuit of our strategy of inorganic growth through strategic acquisitions, we continue to selectively evaluate targets or partners for strategic acquisitions and investments in order to strengthen our range of service offerings and customer portfolio, leveraging operational synergies and acquire new product platforms in order to strengthen our position as an integrated supply chain and distribution business solutions provider.

Pursuant to the discussion of the Board of the Company in its meeting held on November 14, 2018, we intend to utilise

₹ 150.00 million from the Net Proceeds towards such potential strategic acquisitions and initiatives. As on the date of this Draft Red Herring Prospectus, we have neither entered into any definitive agreements towards any such potential strategic acquisitions or initiatives. This amount is based on our management's current estimates of the amounts to be utilised, considering our discussions and negotiations with potential acquisition targets and partners and other relevant considerations. We however propose to complete two to three acquisitions by the end of Fiscal 2020. The acquisitions are evaluated and subject to availability of targets, commercial considerations, due diligence, obtaining necessary regulatory approvals and market conditions. Our strategy is to seek to acquire synergistic businesses with potential of high growth and margin, and to integrate and grow their businesses through our management know-how and experience. These factors will also determine the form of investment for these potential strategic initiatives, i.e., whether they will involve equity, debt or any other instrument or combination thereof. In particular, we intend to explore opportunities in logistics, warehousing and integrated distribution services to expand our existing service portfolio for our existing / new clientele. We may also seek to expand our nationwide operations, based on demand and workforce logistics in various geographies, to fuel our growth, going forward.

4. General Corporate Purposes

The Net Proceeds will be first utilized towards the Objects as mentioned above. The balance is proposed to be utilized for general corporate purposes, subject to such utilization not exceeding 25% of the Net Proceeds, in compliance with the SEBI ICDR Regulations. Our Company intends to deploy the balance Net Proceeds, if any, for general corporate purposes, subject to above mentioned limit, as may be approved by our management, including but not restricted to, the following:

- a) strategic initiatives
- b) brand building and strengthening of marketing activities; and
- c) ongoing general corporate exigencies or any other purposes as approved by the Board subject to compliance with the necessary regulatory provisions.

The quantum of utilization of funds towards each of the above purposes will be determined by our Board of Directors based on the permissible amount actually available under the head "General Corporate Purposes" and the business requirements of our Company, from time to time. We, in accordance with the policies of our Board, will have flexibility in utilizing the Net Proceeds for general corporate purposes, as mentioned above.

OFFER RELATED EXPENSES

The total expenses of the Offer are estimated to be approximately ₹[●] million. The expenses of this Offer include, among others, underwriting and management fees, printing and distribution expenses, advertisement expenses, legal fees and listing fees. The Selling Shareholder will be entitled to the proceeds of the Offer for Sale after deducting their portion of the Offer related expenses. Other than listing fees for the Offer, expenses on account of corporate advertisements and expenses relating to legal costs incurred by the Company (excluding expenses relating to the legal counsel to the Company for the Offer) which shall be borne exclusively by the Company and expenses relating to the legal counsel of the Selling Shareholder which will be borne solely by the Selling Shareholder, all costs, fees and expenses with respect to the Offer will be shared, between our Company and the Selling Shareholder respectively, in proportion of the proceeds received for the Fresh Issue and the Offer for Sale, as may be applicable, upon the successful completion of the Offer. Further, in the event that the Offer is withdrawn for any reason whatsoever, all Offer related expenses will be borne in the manner agreed between the Company and the Selling Shareholder. Further, for ease of operations, expenses of the Selling Shareholder attributable to the Offer for Sale may at the outset be borne by our Company and the Selling Shareholder shall reimburse our Company for expenses incurred by our Company on behalf of the Selling Shareholder, in relation to the Offer, upon successful completion of the Offer, in the manner prescribed under applicable law and in the manner agreed upon between the Company and the Selling Shareholder.

The estimated Offer expenses are as follows.

Expenses	Expenses (₹ in mn)¹	Expenses (% of total Offer expenses)	Expenses (% of Gross Offer Proceeds)
Fees payable to the Book Running Lead Manager (including Underwriting commission)	[●]	[●]	[●]
Advertising and marketing expenses	[●]	[●]	[●]
Fees payable to the Registrar to the Issue	[●]	[●]	[●]
Brokerage and selling commission payable to Syndicate ²	[●]	[●]	[●]
Brokerage and selling commission payable to Registered	[●]	[●]	[●]

Expenses	Expenses (₹ in mn) ¹	Expenses (% of total Offer expenses)	Expenses (% of Gross Offer Proceeds)
Brokers ³			
Processing fees to SCSBs for ASBA Applications procured by the members of the Syndicate or Registered Brokers and submitted with the SCSBs ⁴	[●]	[●]	[●]
Others (listing fees, legal fees, stationery charges, bankers to the Issue, auditor's fees etc.)	[●]	[●]	[●]
Total estimated Offer expenses	[●]	[●]	[●]

¹Will be incorporated at the time of filing of the Prospectus.

²Selling commission payable to the members of the Syndicate, CDPs, RTA and SCSBs, on the portion for RIIs and NIIs, would be as follows:

Portion for RIIs [●]% ^ (exclusive of GST)

Portion for NIIs [●]% ^ (exclusive of GST)

^Percentage of the amounts received against the Equity Shares Allotted (i.e. the product of the number of Equity Shares Allotted and the Offer Price)

Further, the Members of Syndicate, RTAs and CDPs will be entitled to bidding charges of ₹ [●] (plus applicable GST) per valid ASBA Form. The terminal from which the Bid has been uploaded will be taken into account in order to determine the total bidding charges payable to the relevant RTA/CDP.

³Registered Brokers, will be entitled to a commission of ₹ [●] (plus GST) per Bid cum Application Form, on valid Bids, which are eligible for allotment, procured from RIIs and NIIs and submitted to the SCSB for processing. The terminal from which the bid has been uploaded will be taken into account in order to determine the total processing fees payable to the relevant Registered Broker.

⁴SCSBs would be entitled to a processing fee of ₹ [●] (plus GST) for processing the Bid cum Application Forms procured by the members of the Syndicate, Registered Brokers, RTAs or the CDPs and submitted to SCSBs.

BRIDGE FINANCING

We have not entered into any bridge finance arrangements that will be repaid from the Net Issue Proceeds. However, we may draw down such amounts, as may be required, from an overdraft arrangement / cash credit facility with our lenders, to finance our fund requirements towards the objects of the Fresh Issue until the completion of the Issue. Any amount that is drawn down from the overdraft arrangement / cash credit facility during this period to finance our fund requirements towards the objects of the Fresh Issue will be repaid from the Net Proceeds.

INTERIM USE OF FUNDS

Pending utilization of the Net Proceeds for the Objects of the Fresh Issue described above, our Company shall deposit the funds only in Scheduled Commercial Banks included in the Second Schedule of Reserve Bank of India Act, 1934.

In accordance with Section 27 of the Companies Act, 2013, our Company confirms that, pending utilisation of the proceeds of the Fresh Issue as described above, it shall not use the funds from the Net Proceeds for any investment in equity and/or real estate products and/or equity linked and/or real estate linked products.

MONITORING UTILIZATION OF FUNDS

We have not appointed a monitoring agency to monitor the utilisation of the proceeds of the Fresh Issue since the Fresh Issue size is less than ₹1,000 million. Our Board will monitor the utilization of the proceeds of the Fresh Issue and will disclose the utilization of the Net Proceeds under a separate head in our balance sheet along with the relevant details, for all such amounts that have not been utilized. Our Company will indicate investments, if any, of unutilized Net Proceeds in the balance sheet of our Company for the relevant Fiscal subsequent to receipt of listing and trading approvals from the Stock Exchanges.

Pursuant to Regulation 32(5) of the SEBI Listing Regulations, our Company shall disclose to the Audit Committee the uses and applications of the Net Proceeds. Our Company shall prepare an annual statement of funds utilized for purposes other than those stated in this Draft Red Herring Prospectus, certified by the statutory auditors of our Company and place it before the Audit Committee, as required under applicable laws. Such disclosure shall be made only until such time that all the Net Proceeds have been utilized in full. Furthermore, in accordance with the Regulation 32(1) 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 utilization of the proceeds of the Offer from the objects of the Offer as stated above; and (ii) details of category wise variations in the utilization of the proceeds from the Offer from the objects of the Offer as states above. This information will also be published in newspapers simultaneously with the interim or annual financial results, after placing the same before the Audit Committee.

VARIATION IN OBJECTS

In accordance with Section 13(8) and Section 27 of the Companies Act, 2013 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 through postal ballot. In addition, the notice issued to the Shareholders in relation to the passing of such special resolution (the “Postal Ballot Notice”) shall specify the prescribed details as required under the Companies Act and applicable rules. The Postal Ballot Notice shall simultaneously be published in the newspapers, one in English and one in the vernacular language of the jurisdiction where the Registered Office is situated. Our 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, at such price, and in such manner, in accordance with our AoA and Companies Act, 2013, and as may be prescribed by SEBI, in this regard.

OTHER CONFIRMATIONS

No part of the Net Proceeds will be paid by us to the Promoters and Promoter Group, the Directors, associates or Key Managerial Personnel or Group Companies, except in the normal course of business and in compliance with the applicable laws.

BASIS FOR OFFER PRICE

The price band/ offer Price will be determined by our Company and the Selling Shareholder in consultation with the Book Running Lead Manager, on the basis of an assessment of market demand for the Equity Shares issued through the Book Building Process and on the basis of quantitative and qualitative factors as described below. Investors should also refer to the sections “Risk Factors” and “Restated Financial Information” and chapters titled “Our Business” beginning on pages 24, 167 and 118 respectively of this Draft Red Herring Prospectus, to have a more informed view before making an investment decision. The trading price of the Equity Shares of our Company could decline due to these risk factors and you may lose all or part of your investments.

QUALITATIVE FACTORS

Some of the qualitative factors, which form the basis for computing the price, are:

- Pan-India integrated temperature controlled logistics services
- “Asset-light” warehousing model
- Integrated, end-to-end “Mission Critical” supply chain and distribution services
- Presence across diverse industry verticals with long-standing client relationships
- Domain expertise and technological advantage
- Talented and experienced senior management team and marquee investor base

For further details, refer to heading “Our Competitive Strengths” under chapter titled “Our Business” on page 119 of this Draft Red Herring Prospectus.

QUANTITATIVE FACTORS

The information presented below relating to the Company is based on the Restated Consolidated Financial Information or the Financial Years 2018, 2017 and 2016 prepared in accordance with Ind AS. Some of the quantitative factors, which form the basis or computing the price, are as follows:

1. Basic and Diluted Earnings per Share (“EPS”) as adjusted for changes in capital

As per Restated Consolidated Financial Information:

Year/ Period Ended	Basic & Diluted EPS (₹ in million)	Weight
March 31, 2016	(11.91)	1
March 31, 2017	(18.01)	2
March 31, 2018	3.52	3
June 30, 2018*	1.47	
Weighted Average	(6.23)	

*not annualised

Notes:

- Basic Earnings per Share (₹) = Net profit after tax attributable to owners of the Group, as restated / Weighted average no. of equity shares outstanding during the year.
- Diluted Earnings per Share (₹) = Net profit after tax attributable to owners of the Group, as restated / Weighted average no. of potential equity shares outstanding during the year. However as per Restated Consolidated Financial Information, The Company has issued Compulsorily Convertible Preference Shares ('CCPS') that are convertible into variable number of equity shares based on terms defined in shareholders subscription agreement, as further explained in note 23 to Restated Consolidated Financial Information. Such CCPS do not have dilutive impact on the earnings per share and therefore, they have not been considered for determining earnings per share attributable to shareholders.
- The above ratios has been adjusted for issuance of bonus of 51,37,158 Equity Shares on July 25, 2018, conversion of 3,11,871 compulsorily convertible preference shares into 12,47,484 on August 2, 2018 and further issuance of bonus of 12,79,649 Equity Shares on August 10, 2018.
- Earnings per share calculations are in accordance with the notified Indian Accounting Standard 33 “Earnings per share”.
- The figures disclosed above are based on the Restated Consolidated Financial Information of our Company.

2. Price to Earnings (P/E) ratio in relation to Offer Price of ₹[●] per Equity Share of face value of ₹10 each fully paid up

Particulars	P/E at the lower end of Price band (no. of times)	P/E at the higher end of Price band (no. of times)
P/E ratio based on Basic EPS for FY 2017-18 based on a consolidated basis	[●]	[●]
P/E ratio based on Diluted EPS for FY 2017-18 based on a consolidated basis	[●]	[●]
Industry P/E*		
Highest		58.12
Lowest		N.A.
Average		32.41

*Industry comprises of Snowman Logistics Limited, Gati Limited, Mahindra Logistics Limited and Future Supply Chain Solution Limited

3. Return on Net worth (RoNW)

As per Restated Consolidated Financial Information:

Year/ Period Ended	RONW (%)	Weight
March 31, 2016	(12.62)%	1
March 31, 2017	(27.56)%	2
March 31, 2018	5.14%	3
June 30, 2018*	2.10%	
Weighted Average	(8.72)%	

*not annualised

Notes:

- Return on Net Worth (%) = Net Profit after tax attributable to owners of the Group, as restated / Net worth as restated as at year end.
- Weighted average = Aggregate of year-wise weighted RoNW divided by the aggregate of weights i.e. (RoNW x Weight) for each year/Total of weights.
- Net worth is aggregate value of the paid-up share capital of the Company and reserves and surplus, excluding revaluation reserves and attributable to equity holders of the Holding Company, if any, as per Restated Consolidated Financial Information
- The above ratios has been adjusted for conversion of 3,11,871 compulsorily convertible preference shares into 12,47,484 on August 2, 2018.
- The figures disclosed above are based on the Restated Consolidated Financial Information of our Company.

4. Net Asset Value (NAV) per Equity Share of face value of ₹10 each

S. No.	NAV per Equity Share	₹ per Equity Share
1.	Net Asset Value per Equity Share as of March 31, 2018 as per Restated Consolidated Financial Information	68.46
2.	Net Asset Value per Equity Share as of June 30, 2018 as per Restated Consolidated Financial Information	69.85
3.	Net Asset Value per Equity Share after the Offer-At Floor Price as per Restated Consolidated Financial Information	[●]
4.	Net Asset Value per Equity Share after the Offer-At Cap Price as per Restated Consolidated Financial Information	[●]
5.	Offer Price per equity share	[●]

Notes-

- Offer Price per Equity Share will be determined on conclusion of the Book Building Process.
- Net Asset Value Per Equity Share = Restated net worth, attributable to equity holders of the Holding Company at the end of the year/period. / Number of equity shares outstanding as at the end of year/period.
- Net worth is aggregate value of the paid-up share capital of the Company and reserves and surplus, excluding revaluation reserves and attributable to equity holders of the Holding Company, if any, as per Restated Consolidated Financial Information.
- The above ratios has been adjusted for issuance of bonus of 51,37,158 Equity Shares on July 25, 2018, conversion of 3,11,871 compulsorily convertible preference shares into 12,47,484 on August 2, 2018 and further issuance of bonus of 12,79,649 Equity Shares on August 10, 2018.

5. Comparison with listed industry peers:

Name of the Company	CMP*	EPS (Basic ₹)	EPS (Diluted ₹)	P/E Ratio	RONW (%)	NAV (₹)	Face Value (₹)	Total Income (₹ in million)
Coldex Limited	[•]	3.52	3.52	[•]	5.14	68.46	10.00	2,642.41
Peer Group**								
Gati Limited	90.70	3.33	3.33	27.24	4.70%	67.24	2.00	18,136.02
Mahindra Logistics Limited	530.60	9.13	9.04	58.12	15.26%	58.98	10.00	34,220.00
Snowman Logistics Limited	35.70	(0.21)	(0.21)	N.A.	(0.84)%	25.45	10.00	1,981.30
Future Supply Chain Solutions Limited	654.10	14.77	14.77	44.29	13.72%	106.18	10.00	8,057.83

* Offer Price of our Company is considered as CMP.

**Source: www.bseindia.com

Notes:

1. Considering the nature, range of services, turnover and size of business of the Company, the peers are not strictly comparable. However, above Company has been included for broad comparison.
2. The figures for Coldex Limited are based on the Restated Consolidated Financial Information for the year ended March 31, 2018.
3. The figures for the peer group are for the year ended March 31, 2018 which are based on their respective consolidated financial statements filed with BSE.
4. Current Market Price (CMP) is the closing price of the peer group scrip as on November 22, 2018 on BSE.
5. NAV is computed as the closing net worth divided by the closing outstanding number of equity shares. Net worth has been computed as the aggregate of share capital and reserves and surplus (excluding Revaluation Reserves) and as attributable to the owners of the Company.
6. P/E Ratio for the peer has been computed based on the closing market price of respective equity shares as on November 9, 2018 sourced from website of BSE as divided by the Basic EPS.
7. RoNW is computed as net profit after tax, as attributable to the owners of the Company divided by closing net worth. Net worth has been computed as the aggregate of share capital and reserves and surplus (excluding Revaluation Reserves) and as attributable to the owners of the Company.
8. Coldex Limited is a Book Built Offer and price band for the same shall be published 2 working days before opening of the Offer in English and Hindi national newspapers and one regional newspaper with wide circulation.
9. The price band/floor price/Offer Price shall be determined by the Company and Selling Shareholder in consultation with the BRLM on the basis of assessment of market demand from investors for the equity shares by way of Book Building and is justified based on the above qualitative and quantitative parameters.

For further details see section titled “Risk Factors” beginning on page 24 of this Draft Red Herring Prospectus and the financials of the Company including profitability and return ratios, as set out in the section titled “Restated Financial Information” beginning on page 167 of this Draft Red Herring Prospectus for a more informed view.

STATEMENT OF SPECIAL TAX BENEFITS

Independent Auditor's Report on Statement of Special Tax Benefits

To

The Board of Directors,

ColdEX Limited

(Formerly known as Swastik Roadlines Private Limited)

404 Vishal Tower, Janakpuri
New Delhi-110058

Dear Sirs,

Sub: Proposed Initial Public Offering (IPO) of the Equity Shares of the ColdEX Limited (formerly known as Swastik Roadlines Private Limited) (the "Company"), pursuant to Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 ("SEBI Regulations") and the Companies Act, 2013, as amended (the "Act").

1. This report is issued in accordance with the terms of our engagement letter dated 10 July 2018.
2. The accompanying Statement of Special Tax Benefits available to the Company, ColdEX Logistics Private Limited ("material subsidiary") and shareholders of the Company (hereinafter referred to as "the Statement") under the Income Tax Act, 1961 (read with Income Tax Rules, circulars, notifications) as amended by the Finance Act, 2018 (hereinafter referred to as the "Income Tax Regulations") and The Central Goods and Services Act, 2017, The State Goods and Services Tax Act, 2017, The Integrated Goods and Services Tax Act, 2017 and The UT Goods and Services Tax Act, 2017 (together referred to as "GST Regime") has been prepared by the management of the Company in connection with the proposed Offer, which we have initialed for identification purposes.

Management's responsibility

3. The preparation of this Statement as of the date of our report which is to be included in the Draft Red Herring Prospectus (the "Offer Document") is the responsibility of the management of the Company and has been approved by the Board of Directors of the Company at its meeting held on 23 November 2018 for the purpose set out in paragraph 12 below. The management's responsibility includes designing, implementing and maintaining internal control relevant to the preparation and presentation of the Statement, and applying an appropriate basis of preparation; and making estimates that are reasonable in the circumstances. The Management is also responsible for identifying and ensuring that the Company complies with the laws and regulations applicable to its activities.

Auditor's responsibility

4. Our work has been carried out in accordance with the 'Guidance Note on Reports or Certificates for Special Purposes' (Revised 2016) and other applicable authoritative pronouncements issued by the Institute of Chartered Accountants of India.
5. Pursuant to the SEBI Regulations and the Act, it is our responsibility to report whether the Statement prepared by the Company, presents, in all material respects, the special tax benefits available as of 23 November 2018 to the Company, its material subsidiary and the shareholders of the Company, in accordance with the Income Tax Regulations and GST Regime as at the date of our report.
6. Our work was performed solely to assist you in meeting your responsibilities in relation to your compliance with the Act and the SEBI Regulations in connection with the Offering.
7. We have complied with the relevant applicable requirements of the Standard on Quality Control (SQC) 1, 'Quality Control for Firms that Perform Audits and Reviews of Historical Financial Information, and Other Assurance and Related Services Engagements,' issued by the ICAI

Inherent Limitations

8. We draw attention to the fact that the Statement includes certain inherent limitations that can influence the reliability of the information
9. Several of the benefits mentioned in the accompanying statement are dependent on the Company, its material subsidiary or its shareholders fulfilling the conditions prescribed under the relevant provisions of the tax laws. Hence, the ability of the Company, its material subsidiary or its shareholders to derive the tax benefits is dependent upon fulfilling such conditions, which may or may not be fulfilled. The benefits discussed in the accompanying statement are not exhaustive
10. The 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 individual nature of the tax consequences and the changing tax laws, each investor is advised to consult his or her own tax consultant with respect to the specific tax implications arising out of their participation in the Issue

Further, we give no assurance that the tax authorities/courts will concur with our views expressed herein. 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.

Opinion

11. In our opinion, the Statement prepared by the Company presents, in all material respects, the special tax benefits available as of 23 November 2018, to the Company, its material subsidiary and the shareholders of the Company, in accordance with the Income Tax Regulations and GST regime as at the date of our report.

Considering the matter referred to in paragraph 5 above, we are unable to express any opinion or provide any assurance as to whether:

- (i) The Company, its material subsidiary or its shareholders will continue to obtain the benefits per the Statement in future; or
- (ii) The conditions prescribed for availing the benefits per the Statement have been/ would be met with.

Restriction on Use

12. This report is addressed to and is provided to enable the Board of Directors of the Company to include this report in the Offer Document, prepared in connection with the Offer to be filed by the Company with the SEBI and the concerned stock exchanges.

For **Walker Chandiok & Co LLP**
Chartered Accountants
Firm Registration No. 001076N/N500013

Vishwas Panjiar
Partner
Membership No.: 503482

Place: Noida
Date: 23 November 2018

STATEMENT OF SPECIAL TAX BENEFITS

A) DIRECT TAXATION

Benefits available to ColdEX Limited (formerly known as Swastik Roadlines Private Limited) (the “Company”) and ColdEX Logistics Private Limited (“material subsidiary”) and shareholders of the Company under the Income-tax Act, 1961 (read with Income tax rules, circulars, notifications) as amended by the Finance Act, 2018 (hereinafter referred to as the “Income Tax Regulations”)

1) Special tax benefits to the Company under the Income Tax Regulations;

No special tax benefits are available to the Company under the Income Tax Regulations.

2) Special tax benefits to the material subsidiary of the Company under the Income Tax Regulations;

In accordance with and subject to the compliance with the conditions specified under section 80JJAA of the Income Tax Regulations, an enterprise would be eligible for additional deduction equal to thirty percent of additional employee cost incurred during a Financial Year (“FY”). The aforementioned tax benefit is available for the FY during which the additional employees are recruited and for two succeeding FY’s.

Further, additional employee means an employee recruited during the FY, other than-

- An employee whose total emoluments are more than INR 25,000 per month;
- An employee employed for a period of less than 240 days during the FY; and
- An employee who does not participate in a recognized provident fund.

The material subsidiary of the Company has not claimed deduction under section 80JJAA of the Income Tax Regulations from its business income in its return of income for the FY 2017-18 (Assessment Year 2018-19).

Subject to the fulfilment of conditions prescribed under section 80JJAA of the Income Tax Regulations during subsequent FY’s the material subsidiary of the Company may be able to claim deduction to the tune of thirty percent of additional employee cost incurred during a particular FY from its total income for the year and for two succeeding FY’s, subject to-

- the provisions of section 80JJAA of the Act being in force in the same form as they stand as on the date of this certificate; and
- the material subsidiary of the Company fulfilling the underlying conditions.

3) Special tax benefits to the shareholders of the Company under Income Tax Regulations;

No special tax benefits are available to the shareholders of the Company under the Income Tax Regulations.

Note:

For the purpose of reporting here, we have not considered the general tax benefits available to the Company, its material subsidiary or shareholders under the Income Tax Regulations.

B) INDIRECT TAXATION

1) Benefits available to the Company under The Central Goods and Services Act, 2017, The State Goods and Services Tax Act, 2017, The Integrated Goods and Services Tax Act, 2017 and The UT Goods and Services Tax Act, 2017 (together referred to as “GST Regime” or “GST” or “GST law”):

1.1 Services by way of transportation of Goods

- With the implementation of GST law and E-way bills in India, transportation sector in India is witnessing a reduction in the turnaround time and increase in operation efficiency. The taxability of services by way of transportation of goods by road is summarized below.
- Services by way of transportation of goods by road has been exempted under the GST law except the services of-
 - (i) a goods transportation agency (GTA);
 - (ii) a courier agency;

Hence services provided by a GTA by way of transportation of goods by road is made taxable under the GST law as was under pre-GST regime. The GST rate applicable on such services is summarized below-

- 5% ((CGST + SGST)/ IGST) without availing Input tax credit. GST is required to be paid under reverse charge mechanism by recipient as per notification no 13/2017- Central Tax (Rate) dated 28th June 2017 when provided to the persons mentioned in the said notification.
- 12% ((CGST + SGST)/ IGST) with Input tax credit (notification no 20/2017- Central Tax (Rate) dated 22nd October 2017. GTA is required to charge GST under forward charge.

We understand that till January 2018, the GST liability on the services provided by the company was discharged by the recipient under reverse charge (wherever applicable). However, from January 18 onward the company charges GST @ 12% of the services provided by it and avails input tax credit on procurements.

- Certain services provided by a GTA have also been exempted under the GST law *vide* notification no 12/2017- Central Tax (Rate) dated 28th June 2018. Entry No 21 of the said notification reads as:

Services provided by a goods transport agency, by way of transport in a goods carriage of –

- *agricultural produce;*
- *goods, where consideration charged for the transportation of goods on a consignment transported in a single carriage does not exceed one thousand five hundred rupees;*
- *goods, where consideration charged for transportation of all such goods for a single consignee does not exceed rupees seven hundred and fifty;*
- *milk, salt and food grain including flour, pulses and rice;*
- *organic manure;*
- *newspaper or magazines registered with the Registrar of Newspapers;*
- *relief materials meant for victims of natural or man-made disasters, calamities, accidents or mishap; or*
- *defence or military equipments.*
- It is further to be noted that giving means of transport (vehicle) to a GTA on hire is also exempt under the said notification

2) Benefits available to material subsidiary of the Company under GST law:

Storage and warehouse service

Warehousing/cold storage services are taxable under the provisions of the GST law. However, storage or warehousing of agricultural produce and rice are exempt *vide* notification no 12/2017- Central tax (Rate) dated 28th June 2018.

In the above backdrop, the taxability of transportation and warehousing services under the GST law is largely dependent upon the products transported or stored and the person to whom such services are provided. However, no additional benefit/exemption is available to the company engaged in providing such services.

3) Benefits available to the shareholders under GST law:

No benefit except as defined *supra* is available to shareholders under GST law.

For and on behalf of the Board of Directors of
ColdEX Limited (formerly known as Swastik Roadlines Private Limited)

Anoop Agarwal
(Chief Financial Officer)

Place: Gurgaon

Date: 23 November 2018

SECTION V – ABOUT THE COMPANY INDUSTRY OVERVIEW

OUR INDUSTRY

The information in this section is derived from report titled “Research Report on Integrated Supply chain logistics-June 2018” (“CARE Report”) and also includes extracts from publicly available information, data and statistics and has been derived from various government publications and industry sources. The information has not been independently verified by us, the BRLM, or any of our or their respective affiliates or advisors. The data may have been re-classified by us for the purposes of presentation. Industry sources and publications generally state that the information contained therein has been obtained from sources generally believed to be reliable, but that their accuracy, completeness and underlying assumptions are not guaranteed and their reliability cannot be assured.

Industry sources and publications are also prepared based on information as of specific dates and may no longer be current or reflect current trends. Industry sources and publications may also base their information on estimates, projections, forecasts and assumptions that may prove to be incorrect and, accordingly, investment decisions should not be based on such information. You should read the entire Draft Red Herring Prospectus, including the information contained in the sections titled “Risk Factors” and “Restated Financial Information” and related notes beginning on page 24 and 167 respectively of this Draft Red Herring Prospectus before deciding to invest in our Equity Shares.

This report is prepared by CARE Research, an Independent division of CARE Ratings Limited. CARE Research has taken utmost care to ensure accuracy and objectivity while developing this report based on information available in public domain. However, neither the accuracy nor completeness of information contained in this report is guaranteed. CARE research operates independently of ratings division and this report does not contain any confidential information obtained by ratings division, which they may have obtained in the regular course of operations. The opinion expressed in this report cannot be compared to the rating assigned to the Company within this industry by the ratings division, which they may have obtained in the regular course of operations. The opinion expressed in this report cannot be compared to the rating assigned to the company within this industry by the ratings division, The opinion expressed is also not a recommendation to buy, sell or hold an instrument.

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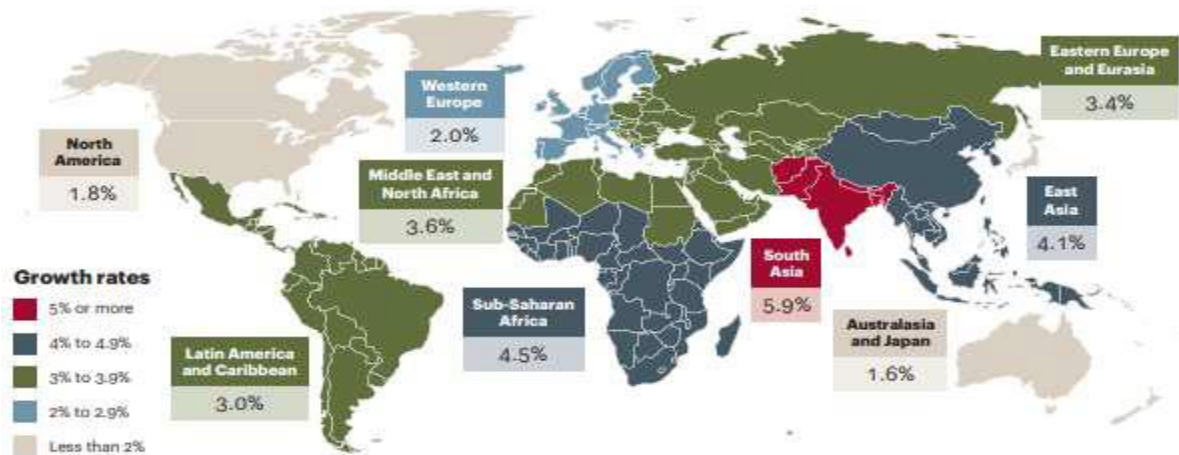
GLOBAL ECONOMIC OVERVIEW

The last decade has been punctuated by a series of broad-based economic crises and negative shocks, starting with the global financial crisis of 2008–2009, followed by the European sovereign debt crisis of 2010–2012 and the global commodity price realignments of 2014–2016. As these crises and the persistent headwinds that accompanied them subsided, the world economy has strengthened, and according to some global commentators, the global economy is “as good as it gets” currently.

Below are some of the key takeaways on the state and prospects of the global economy in 2018:

- The global economy is on a synchronous upswing for the first time since the global financial crisis. All major economies enjoyed economic growth in 2017 and are expected to continue to expand through 2022.
- In 2017, global economic growth is estimated to have reached 3.8 per cent, a significant acceleration compared to growth of 3.2 per cent in 2016, and the highest rate of global growth recorded since 2011.
- The short-term drivers of this unusually broad global economic expansion include the bottoming out of the commodity cycle in 2016; the end of the drawn-out eurozone crisis; accommodative monetary policy amid greater willingness by households, corporations, and governments to take on more debt; and improved labor markets in key economies that are boosting consumption growth. Such broad economic growth helped manufacturing indices around the world to hit multiyear highs in late 2017.

- At the global level, growth is expected to remain steady at 3.9 per cent in 2018 and 2019, and average 3.8 per cent growth annually through 2023. Growth in developed markets and emerging / frontier markets will average 1.9 per cent and 5.0 per cent respectively over this period.



Real GDP Growth (2018 – 2022)

Source: International Monetary Fund

- Asia will lead the world in economic growth over the next five years, continuing a longstanding pattern. India, China, and almost all of the ASEAN-5 markets are all expected to do very well, with projected average annual economic growth rates near or above 5 percent through 2022. Developed markets in Asia will also enjoy improved economic performance, with Australia growing more robustly thanks in part to strengthening commodity demand and the Japanese government continuing its expansionary policies.
- Economic growth in the Middle East and Africa is forecast to strengthen in the coming years after several years of lackluster performance. The global commodity cycle is a key driver of the region's economic performance, and most of the major markets suffered from low commodity prices in recent years. The global oil market has stabilized at a moderately higher price, however, and metals prices are on an upswing—supporting stronger economic growth in four of the five largest economies in the region: Saudi Arabia, Iran, Nigeria, and South Africa.
- The European Union is entering its sixth consecutive year of economic expansion. All member states have had annual economic growth for the past two years—a trend that is forecast to continue. The growth appears more robust, underpinned by growing consumer confidence and consumption, as job prospects improve and the European Central Bank's loose monetary policy continues to bolster borrowing and spending by households and firms. Improvements in the Eurasian economic outlook are largely the result of Russia's emergence from a three-year recession in 2017.
- The economic outlook in the Americas is mixed, with positive momentum in North America but below-potential growth in much of Latin America. The stronger North American outlook is driven by US dollar depreciation and improved job creation and wage growth in the United States as well as Canada's expansionary fiscal policy, gains in household wealth, and rising business investment.
- The **key risks** to this worldwide economic expansion are:
 - Political risk and regulatory uncertainty weighing on the economic outlook. For example, talks for renegotiating NAFTA are proving difficult, and geopolitical risk exist in Asia such as North Korea's nuclear ambitions and ongoing territorial disputes in the South China Sea.
 - The "islandization" of the global economy as restrictions on immigration, trade and other cross-border flows increase;
 - The growing debt overhang that puts several major economies on increasingly shaky ground.

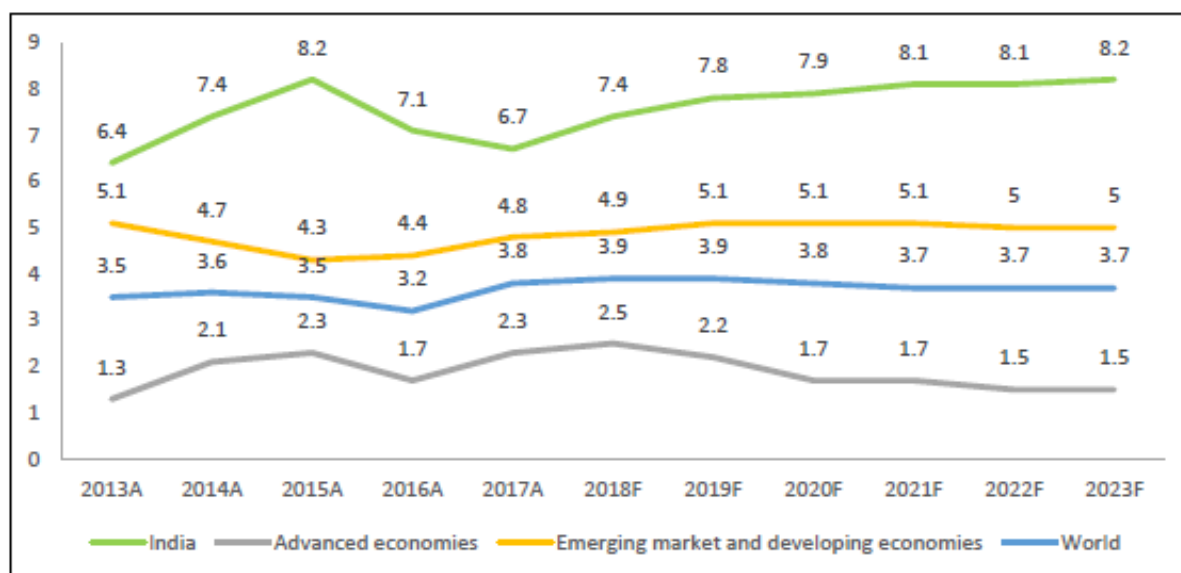
Sources: The World Bank, International Monetary Fund, Economist Intelligence Unit, A.T. Kearney

INDIAN ECONOMY

GDP Growth

The Indian economy is the third largest economy in the world in terms of GDP in PPP terms, with an estimated GDP, in PPP terms, for 2016 of US\$ 8.70 trillion (World Development Indicators database, World Bank, 17 April 2018). According to IMF forecasts in April 2018, the Indian GDP is expected to grow at an average of approximately 7.9% (in real terms) between fiscal 2018-19 and fiscal 2022-23, which is higher than the expected real GDP growth rates for other emerging market economies and the world.

The following graph compares the historical and projected real GDP growth rates of India, advanced economies, emerging market and developing economies and the world:



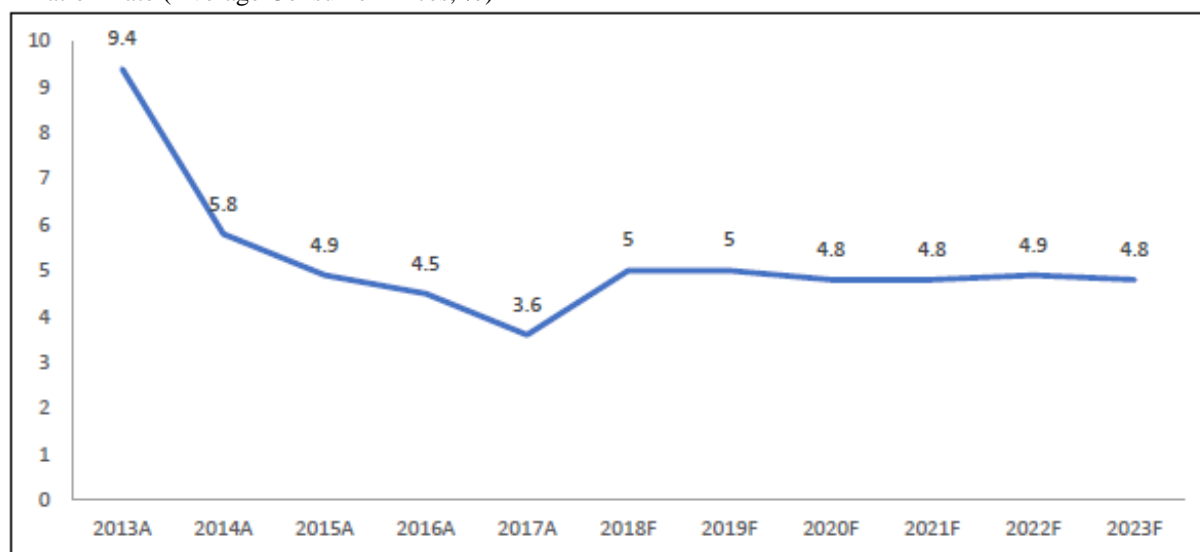
Real GDP Growth (Annual percent change, %)

Source: International Monetary Fund

Inflation

Fiscal consolidation has helped keep inflation under check and brought down the cost of borrowing for both the government and the private sectors. The government, together with the Reserve Bank of India (RBI), has adopted an explicit inflation targeting framework, which is expected to help engender a low and stable inflation regime.

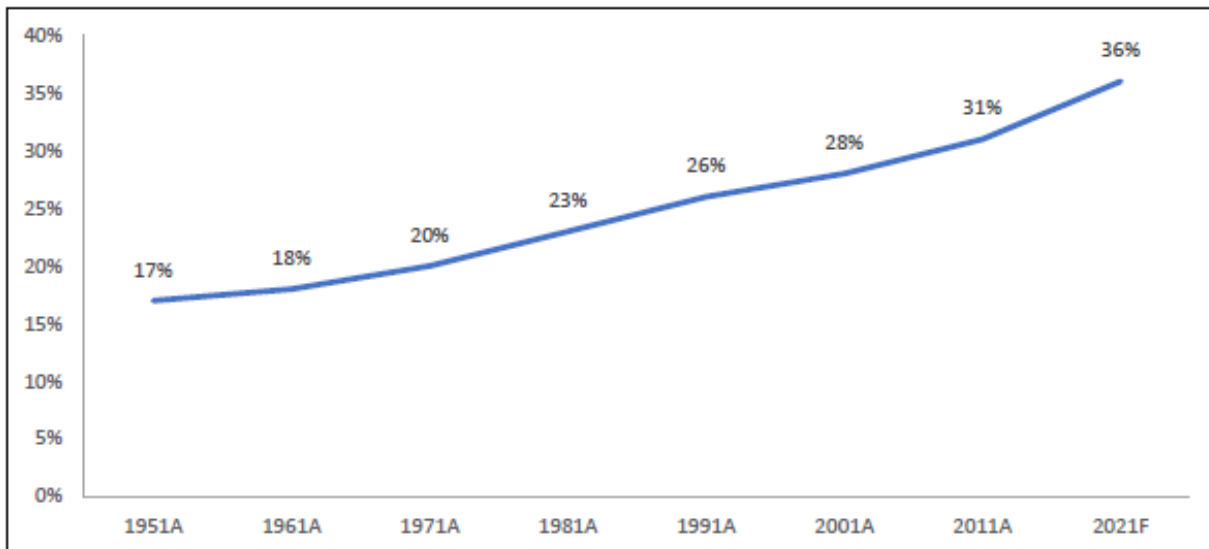
Inflation Rate (Average Consumer Prices, %)



Source: International Monetary Fund

Demographics

India's population, which was 1,210 million in 2011, grew by approximately 17.6% over the period between 2001 and 2011, representing an annual growth rate of 1.6%. As of 2016, the total estimated population was 1,283 million, representing a CAGR of 1.2% from 2011. It is expected to grow by another 13% by 2021, representing an annual growth rate of 1.2%. India currently has one of the youngest populations in the world, with a median age of 28 years, and an estimated 90% of the Indian population will be below the age of 60 by 2020.



Urban Population as a percentage of Total Population.

Source: Census of India

Structural Reforms

In the recent past, the Government of India has introduced a wide range of structural reforms that are expected to increase the economic growth and improve the overall business environment in India, enhancing productivity and stimulating higher foreign and domestic investments. Some of the key reforms are:

- Passage of key laws including the Insolvency and Bankruptcy Code, 2016 which aims to support expeditious resolution of bankruptcies, the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 to distribute subsidies, rural wages and pensions through an electronic platform, and the Central Goods and Services Tax Act, 2017 to reduce the cascading effect of taxes;
- Improvement of the labour market through various programmes such as “Skilling India” and “Make in India”; and
- Development of the financial markets through initiatives such as the Jan Dhan Yojana, encouragement of higher FDI in insurance and a better monetary policy framework.

In addition, the Government's focus on fiscal discipline through prudent monetary and fiscal policies is expected to result in sustainable higher growth. Moody's, an international ratings agency, upgraded its rating of India's sovereign credit from Baa3 to Baa2 on November 16, 2017, referencing India's high growth potential driven by expected progress on economic and institutional reforms, coupled with a focus on fiscal discipline.

Road Ahead

India's gross domestic product (GDP) is expected to reach US\$ 6 trillion by FY27 and achieve upper-middle income status on the back of digitization, globalization, favorable demographics, and reforms.

India's revenue receipts are estimated to touch ₹ 28-30 trillion (US\$ 385-412 billion) by 2019, owing to Government of India's measures to strengthen infrastructure and reforms like Goods and Services Tax (GST).

India is expected to be the third largest consumer economy as its consumption may triple to US\$ 4 trillion by 2025, owing to shift in consumer behavior and expenditure pattern, according to a Boston Consulting Group (BCG) report; and is estimated to surpass USA to become the second largest economy in terms of purchasing power parity (PPP) by the year 2040, according to a report by PricewaterhouseCoopers.

INTEGRATED LOGISTICS SECTOR OVERVIEW

Indian Logistics Sector

The Indian Logistics market is estimated at - ₹6,400 billion (US\$ 95 billion) in FY 2017. The share of the organized logistics market is only -10% of this at - ₹640 billion (US\$ 10 billion). In developed markets like the United States and Europe, the share of organized logistics market is over - 80%. The industry is dominated by transportation, which accounts for - 90% by value share and warehousing comprises - 10%. Road transportation in India is highly fragmented with low average fleet ownership by transporters. In warehousing, there is also high scarcity of quality warehouses and competence to provide value added services.

Today logistics cost in India accounts for 13-17% of the value of goods moved which is nearly double (6-9%) the logistics cost in developed countries such as the US, Hong Kong and France. When one compares the logistics spend in India after adjusting for share of manufacturing/agriculture in GDP and geographic size of the country, logistics in India is around two times less efficient than China and US. Hence, there exists a sizeable opportunity to optimize the logistics spend in India. Inefficient logistics in India is substantiated by LPI (Logistics performance index) which is an indicator for logistics infrastructure and quality. The index ranges from 1 to 5, with a higher score representing better performance. LPI for various countries is represented in the table below.

Logistics Performance Index, 2018

COUNTRY	GLOBAL RANK	LPI SCORE
Germany	1	4.20
United States	14	3.89
China	26	3.61
India	44	3.18

Source: World Bank Logistics Performance Index 2016

Key Challenges Faced by the Logistics Industry Historically

- **Unorganized and Scattered Industry:** More than 80 percent of the logistics industry is unorganized. Organized operators face unfair competition from a network of small, multi-level intermediaries who flout rules and regulations, avoid taxes, and thrive on the differential prices that prevail across states.
- **Poor infrastructure:** India's infrastructure development has not kept pace with the growth of business in the country. Most of the long-haul transportation in India is done by road due to oversaturated rail networks and higher rail tariffs. Improvement in infrastructure is the need of the hour for the Indian economy. Over the next few years, a huge amount of investment is needed to create new infrastructure in the country and refurbish existing infrastructure. Realising the potential of this sector to boost India's growth prospects, the government has increased its focus on the sector. The government, over the past couple of years, has been working on providing a much needed ground work for the infrastructure sector to grow. In the Union Budget 2018-19, the government has increased the outlay for infrastructure spending to ₹5.97 lakh crore for various projects in housing, construction of roads, railways, airports and shipping ports. The same will grow till USD 500 bn annually by 2025..
- **Complicated Tax Regime:** Previously, a complicated tax regime placed several hardships on logistics companies in India. Multiple State and Centre taxes lead to considerable loss of time in transit on roads. Further, warehouses needed to be built in every state to avoid paying multiple tax for inter-state movement of goods, hindering the growth of pan-India logistics companies. This has been removed with the implementation of GST in India.
- **Regulatory Hurdles:** Though massive government-led infrastructural projects such as dedicated freight corridors and logistics parks are already at work, challenges in the form of red-tapism/bureaucratic hurdles, land acquisition problems, poor funding and policy disconnect between the federal and state governments remain.

GROWTH DRIVERS FOR ORGANIZED LSPs

The Indian logistics industry which provides employment to more than 22 million people has grown at a compound annual growth rate (CAGR) of 7.8% during the last five years. With the implementation of GST, the Indian logistics market is expected to reach about USD 215 billion in 2020, growing at a CAGR of 10.5%.

Further, the organized logistics market in India is expected to grow at a CAGR of 19-20% till FY 2020⁴, much faster than the broader logistics market, due to structural changes in the industry coinciding with mega urbanization trends underway in India.

Growth in the Underlying Economy:

Over the next few years, the Indian economy is expected to remain the fastest growing major developing economy. Manufacturing and trade are expected to see strong growth on account of several government initiatives such as “Make in India” and Indian Foreign Trade Promotion Policy for 2015-2020, which provide incentives for manufacturing in and exports from India. Growth of these segments is expected to result in the demand for quality logistics, on both domestic as well as EXIM front, and is expected to drive demand for organized LSPs. Moreover, consumer-focused industries (like QSRs, FMCG and Retail) and product industries are growing at a faster rate in value terms indicating premiumization in these industries.

Shift from Unorganized to Organized Segment:

Currently the industry is significantly fragmented with unorganized participants servicing ~85- 90% of demand⁵. Few indicators that characterize high share of unorganized service provider market are as follows:

- **Warehousing:** End user industries in India have warehousing demand of c. 500 million sf Grade A and Grade B equivalent (Warehouse grades are determined basis parameters such as infrastructure, layout, equipment, safety features, flooring, clear height etc Grade A/B warehouses are modern sophisticated buildings compared to Grade C rudimentary godown structures) warehouse space in 2016. Share of available good quality warehouse supply is only c. 28% (145 million sf) of the demand. The remaining is being served from low quality Grade C warehouses in multiple locations.
- **Transportation:** There are 6.5 million commercial trucks (LCVs, ICVs, MAVs, TTs). c. 80% of all the trucks are owned, managed and controlled by single truck owners, while 5% are operated by large fleet owners.
- **Cold Chain:** Cumulative volume space demand by product and processed food-based industries in cold chain warehousing is estimated at c. 700,000 pallets in 2016. However, only 250,000 pallets of desired quality are available in supply. The remaining demand is being served from low quality conventional cold rooms due to lack of supply in many locations.

As the scale of customers increase, their demand for organized LSPs with capability to cater to their large-scale requirements will increase, resulting in an increased adoption of organized LSPs.

Growth of Consumer Demand outside Tier I, Tier II Cities

Factors such as increasing disposable incomes, and emergence of new demand/ consumption clusters have resulted in growing consumer demand outside of metro/tier-I cities. E.g. Leading ecommerce players in the market claim that nearly 50% of their sales come from tier-II/III cities. On the supply side, leading brands across apparel, FMCG & QSRs have expanded distribution networks to non- metro cities through multi-format stores.

This is expected to impact logistics industry in two key aspects:

- Consumer product companies expect efficient supply chain to bridge the supply gap to tier-II/III cities through lower cost of penetration. This will result in more opportunities for logistics companies.
- Dependence on organized LSPs is expected to increase for manufacturing and services companies to enhance reach. As a result, LSPs are adding warehousing facilities and transportation hubs to cater to tier-II and tier-III locations.

Increasing Customer Sophistication and Higher Demand for Value Added Services

A shift in customer requirements from pure-play logistics activities to a service/ management oriented requirement is expected to drive growth for organized LSPs. QSRs, FMCG, and Retail have been increasing the level of outsourced activities for LSPs. These industries have in the recent past outsourced consolidation, packaging, labeling, sorting and distribution to large organized LSPs.

Further, customer requirements are becoming increasingly sophisticated. Customers are increasingly willing to pay a premium for higher infrastructure/ service quality (e.g. technology, automation and other value-added services), higher product safety, modern infrastructure and other industry-specific specialized requirements. MNCs and large Indian companies have increased self-regulation and have increased adoption of global compliance standards. This is leading to an increase in acceptance of premium services of organized LSPs that meet the required standards.

Traditional Approach to Logistics	Emerging Approach to Logistics
<ul style="list-style-type: none">• Conventional transportation and storage service providers• Absence of value-added services (VAS) or use of only basic VAS	<ul style="list-style-type: none">• End to end supply chain management• Capacity aggregation (Forwarder, coloaders)• Technology enabled operations (Track & trace, placement accuracy, efficiency in handling)

<ul style="list-style-type: none"> • Role of logistics services are perceived as transactional/ user defined • Logistics services are procured on this basis of lowest cost 	<ul style="list-style-type: none"> • VAS (Inventory management, route/network optimization, consolidation, packaging and labelling)
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Regulatory Tailwinds – Goods and Services Tax (GST)

With the implementation of the tax on goods and services (GST) since July 1, 2017, business units across the country have begun to feel its impact. Since the GST has subsumed all other taxes, such as the service tax, VAT, Octroi, special taxes, etc. collected by central and state governments in India, the reform is extensive. The organized Logistics sector is expected to be one of the key beneficiaries in India of the efficiencies brought in by the new ‘One India – One Tax’ regime.

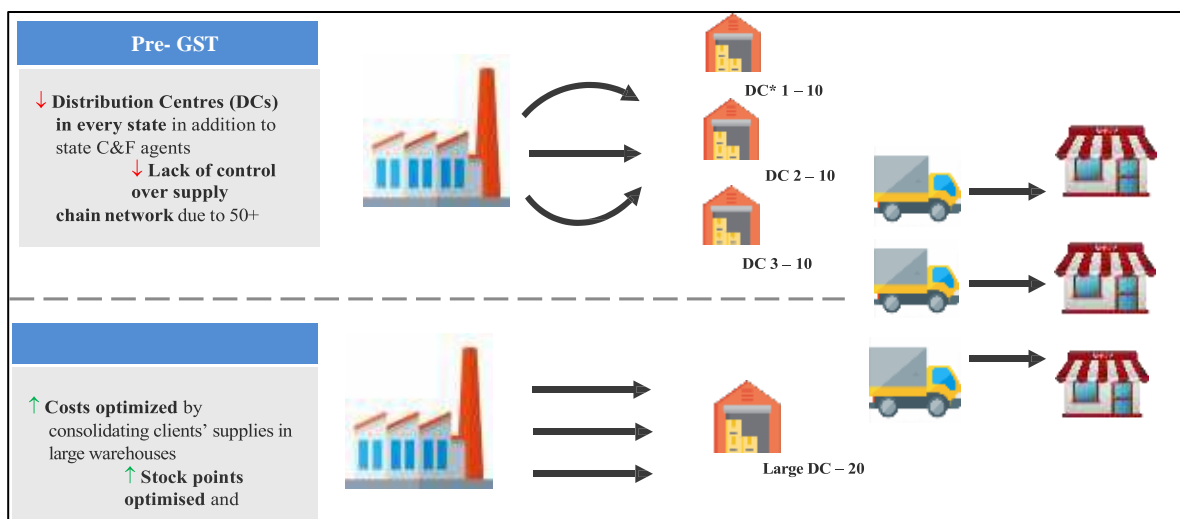
Traditionally, logistics has been operationally challenged by complicated transport networks, high coordination costs across supply chain, inadequate infrastructure and multi-point taxation.

Below are the key issues faced by organized LSPs Pre-GST:

- At present unorganized companies dominate the Indian logistics industry, accounting for approximately 80 percent of the total logistics market in India. These companies operate in hyper local markets, do not generally comply with government regulations or pay taxes, and hence have a price advantage over organized logistics players.
- Previously, the supply of a product from the manufacturing location to the customer entailed an excise duty, a VAT which could be imposed at state and central levels and a central sales tax. In some states, there was also the additional burden of an octroi imposed at state borders. Most organized players had to establish warehouses and transit points in several states to avoid paying multiple state taxes. However, this only caused more problems in accounting and increased supply chain complexity for companies, while also giving rise to opportunities for tax evasion.
- The operating efficiency of the logistics industry has been low due to the complexity of the networks, the increasing costs of coordination in supply chains, inadequate infrastructure and the imposition of entry fees in different states. In addition to these, the multitude of commercial taxes was making administration a difficult and expensive process to manage.

Implementation of GST is expected to improve performance of logistics across all sub-segments. Some of the benefits are expected to be as follows:

- Idle time for truck fleet is expected to reduce by 20% due to elimination/rationalization of check post between states (more than 20 states have already removed check posts)
- Resources spent on paperwork for transport companies is likely to be reduced significantly. Currently industry spends 50-60% of resources on documents related to tax compliance and deposit of interstate sales tax
- Elimination of octroi is expected to reduce congestion and improve productivity for logistics industry for distribution in large cities
- Introduction of single e-way bill will enable hassle free movement of goods throughout the country and help plug tax evasion loopholes used by the unorganized transportation players.
- Warehouse infrastructure is expected to improve – physical infrastructure and scale of operations



Implementation of GST could create multiple opportunities for LSPs on account of supply chain optimization initiatives by companies in key user industries.

Average penetration of contract logistics is c. 13% (for addressable segments) in FY 2017 due to multiple factors including pre-GST complex tax structure of India. GST implementation is expected to drive penetration of outsourced logistics. The opportunities for LSPs due to GST implementation can be broadly classified into two categories – physical infrastructure & services and expansion of role in the value chain.

Physical infrastructure and services

GST will result in creation of large logistics parks and new parks will evolve as key hubs. The hub location will be determined on account of logistics efficiency, rather than on account of regulatory/tax reasons. Private companies and Government have aggressive plans to build large logistics parks across the country. LSPs could have larger distribution center operations at key location in India. It would allow firms to redesign supply chains take advantage of scale economies. It would also bring significant improvement in asset utilization and increase in operational efficiency. The larger Distribution Centers would enable the following:

- Allow for bulk-breaking and cross docking from one location
- Ease of entry across states would reduce transportation delays
- Lower inventory levels due to lesser number of locations where inventory is stored resulting in significant reduction in the carrying cost of such stock
- Capability to handle multi-industry users including B2C
- Automation to enable velocity of cargo movement
- Ability to provide infrastructure to conduct last mile value additions on cargo

Creation of larger Distribution Centers (DCs) is expected to drive increase in share of organized LSPs due to following reasons:

- Average size of truck unit is expected to increase. Organized companies are better placed to invest in better rolling stock and manage productivity
- Larger distribution centers at key locations and capability to handle complexity resulting in efficient transportation operations across India. Organized companies are better suited to service this demand
- Larger distribution centers and transportation networks would require investments in automation and processes

Expansion of role in value chain

Under GST, a third-party logistics provider would now have more incentive to provide services that have a high degree of value addition as there will no longer be multiple tax incidences and entire input tax is passed through. Example of VAS include: Inventory and order management, Procurement, Packing / kitting, Warehouse management planning, IT

enabled management systems and analytics, Co-located facilities etc. Organized service providers are significantly better placed to offer customers consistent reliable service for above mentioned activities.

Regulatory Drivers – Other

The Government of India is expected to invest approximately ₹10.3 trillion in roads (national highways, state roads and rural roads) between Fiscals 2018 and 2022. In case of railways, the investment is estimated at ₹6.7 trillion between Fiscals 2016 and 2020. Significant investments by the Government to improve rail and road infrastructure are expected to improve the overall logistics scenario across India.

Further, the Ministry of Road Transport and Highways is developing an integrated, multi-modal logistics and transport policy intended to reduce logistics costs in India to match globally comparable rates and thereby increase the competitiveness of Indian products. The policy is intended to include, among other things, the construction and integration of a network of transport routes, including freight corridors, the development of logistics parks to serve as storage and distribution centers, and the development of stations to facilitate inter-modal transport.

In December 2017, the Central Government announced the Bharatmala project, an umbrella programme for the highways sector that focuses on optimizing efficiency of road traffic movement across the country by bridging critical infrastructure gaps. 34,800 km of highways will be constructed under the Phase-1 of Bharatmala project (2018 – 2022). After completion of the project, 70 – 80 percent of freight will move along national highways as against the 40 percent at present.

Growth of Cold Chain Logistics

Cold Chain Logistics (CCL) is perhaps the fastest growing sub-segment of the Indian logistics Industry. The term CCL refers to the process of transporting and storing products and COMMODITIES under temperature-controlled conditions. It involves the usage of temperature controlled warehouses for storage and refrigerated transport vehicles (called “reefers”) for distribution of products. It is widely used to store and transport meats, dairy, fruits, vegetables, drugs, and medicines. Cold storage increases the shelf life, maintains the quality of products and reduces wastage to improve resource efficiency.

CCL industry in India is still nascent compared to the global industry. Currently only 11% of enduser industry volumes pass through cold chain versus a global average of 95%. While India has Large overall capacity of temperature-controlled warehouses, the industry is largely dominated by Single commodity and single-temperature warehouses operated by unorganized players. Leading Firms in the CCL business in India are following the model of the large international players such as Havi, Kuehne + Nagel, Martin Brower, etc. and extending their value proposition from merely transporting and storing goods to a more integrated offering where they also procure and manage inventory, among other value-added services.

The combination of the mega urbanization trends underway in India and the rise of the middle class, with the presence of world’s largest population of people between the ages of 10-24 years of age, creates a recipe for exponential growth in businesses that can cater to the needs of the segment.

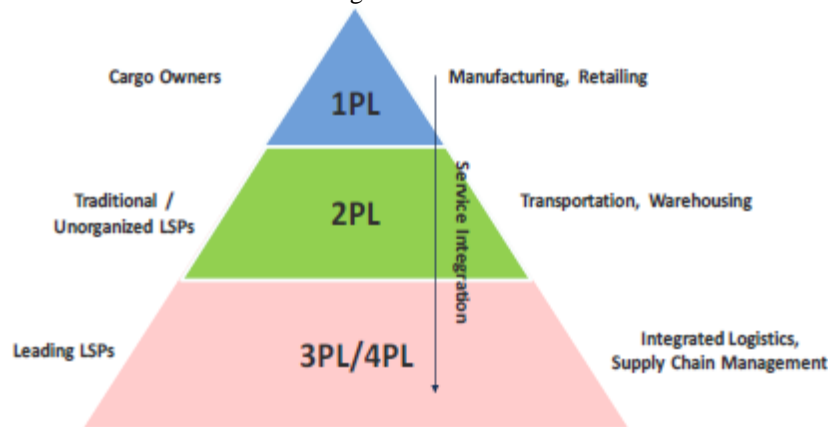
The changes are expected to be fundamental. The consumption pattern of food is expected to undergo a transformation in this segment of the population. Like in every other economy that has been through this transformation, the food consumed will shift from primarily grains and vegetables to dairy, meat and processed food.

Further, an urban lifestyle will shift where and how food is consumed, from primarily the home at present, to dining out, eating fast food and large well-stocked supermarkets that can cater to modern lifestyles. The QSR segment is expected to grow the same way that it has in more developed economies and is forecasted to grow at a ~25% CAGR until 2022, and casual dining restaurants and cafes by roughly 18%. International brands like Burger King, KFC, and Starbucks etc. are positioning to play on these macro trends but need a reliable and integrated LSP when rolling out their stores across the country. An Integrated LSP can also aid the entry of new QSRs into the country as they need not make upfront investment into infrastructure for servicing a limited number of stores. They can leverage the network created by Integrated LSPs as benefits of scale are passed on to all customers irrespective of size.

Key Sources: CII Institute of Logistics, NABARD, International Monetary Fund, World Bank, Capgemini Research, Ministry of Road Transport and Highways, Bharatmala Project

INTEGRATED LOGISTICS SERVICES

Integrated Logistics is the coordinated management of transport and logistics activities in a business with the objective of optimizing the efficiency of the supply chain. Historically, each member of the supply chain took a concentrated view of their role in the movement of products to the next stage. With an integrated approach, a logistics service provider provides end-to-end services focused on enhancing time and cost efficiencies for clients.



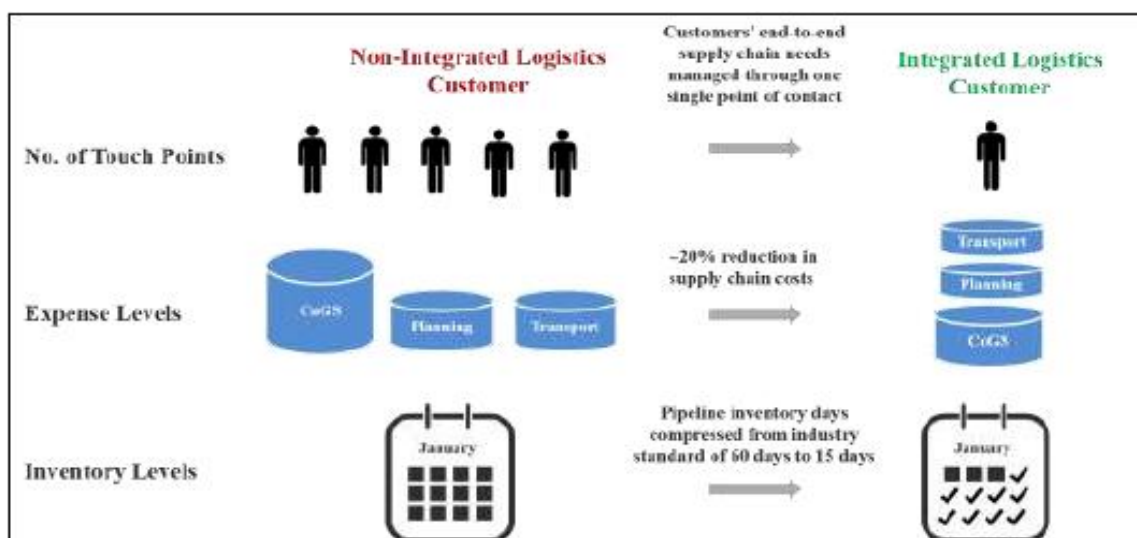
What is 3PL / 4PL?

3PL is a company's use of third-party businesses to outsource elements of the company's distribution and fulfillment services. Third-party Logistic Service Providers (LSPs) typically specialize in integrated operation, warehousing and transportation services which can be scaled and customized to customers' needs based on market conditions, such as the demands and delivery service requirements for their products and materials. Often, these services go beyond logistics and include value-added services related to the production or procurement of goods, i.e., services that integrate parts of the supply chain.

Outsource all or most of the logistics operations of a company to a specialized company. The term "3PL" was used for the first time in the early 1970s to identify intermodal commercialization (IMC) companies in transportation contracts. Until then, transport contracts had only two parts, the shipper and the carrier. When the CMIs entered the scene - as intermediaries that accepted the shippers' shipments and presented them to the rail carriers - they became the third party to the contract, the 3PL. The definition has been extended to the point where these days, each company that offers some type of logistic service for rent is called a 3PL. Preferably, these services are integrated, or "grouped," together by the provider. The services they provide are transportation, storage, cross-docking, inventory management, packaging and cargo shipping. In 2008, legislation was passed stating that the legal definition of a 3PL is "a person, who only receives, owns or transports a consumer product in the ordinary course of business, but does not acquire the title of the product". The customer often enters into a long-term partnership with the logistics provider in a cooperative environment. The client retains sufficient experience to measure, evaluate and, if necessary, correct the logistics actions of the service provider. A more recent evolution of integrated services is the emergence of 4PL firms. These are logistics experts who are hired by companies to manage various 2PL / 3PL vendors and they provide an allocative and integration function within a supply chain with the aim of increasing the efficiency of it. The 4PL organization acts as a single interface between the customer and multiple logistics service providers. All aspects (ideally) of the customer's supply chain are managed by the 4PL organization. The fourth party logistics service providers often do not have means of transportation and warehousing (non-asset based logistics). The logistical role of the fourth party demands an intense participation of the service provider in the commercial activities of the client. After all, it not only outsources the execution but also the monitoring of the logistics processes. Short-term thinking with collaborative agreements purely on the basis of cost-related reasons is replaced by long-term partnerships where the quality of the service will play a major role, and that involves shared risks and benefits. It is possible for a major external logistics provider to form a 4PL organization within its existing structure. However, 4PL was originally defined by Accenture as a brand in 1996 and defined as 'A supply chain integrator that assembles and manages the resources, capabilities and technology of its own organization with those of complementary service providers to offer a comprehensive solution of supply chain.', but it is not registered anymore. 4PLs are also known as "leading logistics providers". Now a new crop of companies has emerged that are also true transport companies. While a 4PL is sometimes described as a service provider that does not own assets, its function is to provide broader scope management of the entire supply chain.

There are several advantages for companies to outsource their logistics and distribution functions to organized Integrated LSPs:

- **Pan-India presence:** Large, organized LSPs typically enjoy a pan-India presence on account of their scale. Thus, they enjoy an edge over the smaller unorganized service providers in term of their offerings.
- **Better scalability and flexibility:** Integrated LSPs have the ability and resources to scale space, labor, and transportation. This can help companies tremendously with seasonal fluctuations in demand or new product releases, with availability of adequate space and resources between busy and slow times, giving maximum amounts of flexibility during any time of the year. Better order forecasting, planning and inventory management through the use of modern technology of Integrated LSPs can also help customers to significantly reduce the number of pipeline inventory days, which is the number of days inventory is in transit, enabling them to free up crucial working capital and optimize their operations.
- **Solution driven capability:** Large Integrated LSPs aim to provide long-term customized solutions to their clients in order to reduce their overall logistics spend. Thus, they tend to act as strategic partners providing solution-driven capabilities, in contrast to the smaller unorganized service providers who tend to act as mere service providers.
- **Technology driven implementation:** Large Integrated LSPs have the capability to invest in technology- backed logistics solutions, whereas smaller unorganized service providers may not have the financial wherewithal to do so. This is typically reflected in their valueadded offerings such as real-time tracking, data analytics, and customer helpdesk, among others, which smaller unorganized service providers are unable to offer.
- **Single point of contact:** An Integrated LSP is a single point of contact for a company providing end-to-end solutions like transportation, warehousing, integrated operations, and value-added services like procurement, material resource planning, warehouse management planning etc.
- **Professional management and brand:** Another key differentiator is the levels of professionalism associated with an established brand name. Large organized service providers typically pay a lot of attention towards the service aspect of their business such as customer satisfaction and complaint resolution, among others and hence operate with high levels of professionalism.
- **Market expansion:** Another advantage for companies of working with an Integrated LSP is the ability to easily position their supply chain in markets where they do not have an established presence. Being able to locate and keep track of products and inventory in a new market without having to spend money on warehousing, equipment, and additional labor can save companies money while giving them the opportunity to strategically position themselves to better serve their customers.
- **Cost-effective solutions:** On account of their scale of operations, the large Integrated LSPs are able to negotiate better terms and conditions with their vendors, thereby leading to a direct reduction in cost of goods sold, planning and transport related costs for their customers.

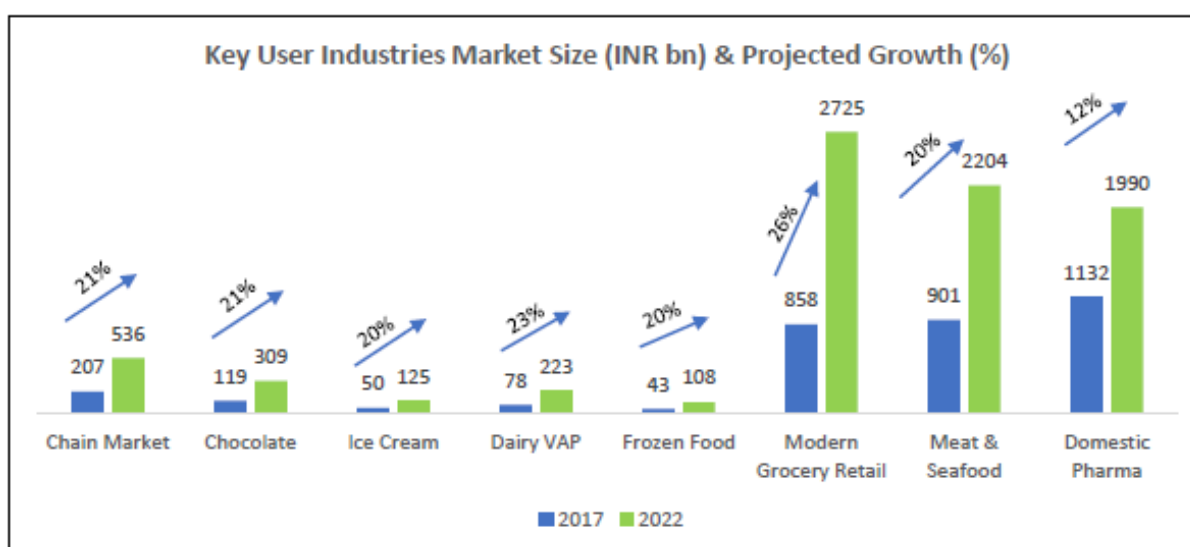


Key User Industries of Integrated Logistics Services

In light of the very high percentage of the unorganized sector in the Logistics industry, it is important to talk in terms of an addressable opportunity for organized LSPs. The addressable logistics opportunity is estimated at ~₹640 billion (US\$ 10 billion) in 2017. The core industries that this addressable market comes from are Food Services (we shall focus on Quick Service Restaurants (QSRs) in this report), Fast Moving Consumer Goods (we will focus on Chocolates and Frozen Foods in this report), Dairy and Ice Cream and Modern Food & Grocery Retail which are the most attractive sectors with higher requirement for VAS and end-to-end integrated services capability. Pharmaceuticals and Meat & Seafood are potentially very large industry for organized LSPs but since they currently have limited opportunity for VAS and integrated services in the near term, they are not covered in this report.

Key User Industry of Integrated Logistics	End User Segment Attractiveness	Current Market Size (₹billion)	Growth Rate to 2022 (%)
Food Service (Chain Market)	High requirement for VAS and end-to-end integrated services capability	207	21%
Chocolates		119	21%
Frozen Food		43	20%
Dairy Value-Added	Limited opportunity for VAS and integrated services	78	23%
Modern Food & Grocery		858	26%
Ice Cream		50	20%
Pharmaceutical – Domestic	Negligible requirement for value added services	1,132	12%
Meat & Seafood		901	20%

Source: Industry reports



Food Services

The Food Service industry in India has been booming in the recent times, owing to the rising disposable income of the middle class. The total size of the Food service industry in India is estimated to be ₹3,345 billion in 2017. Almost 70% of the industry is served by the unorganized sector while the organized sector comprises only ~30% (₹1,000 billion). Within the organized market, the largest share is occupied by standalone restaurants (~75%), followed by the chain market (16%) and hotels (9%).

Organized Chained Restaurant Format

While the Food service industry as a whole is expected to grow at 11% per annum to 2022, the growth of the chain market is expected to be comparatively higher at 21%. The Indian chained restaurant market is valued at ~₹207 billion in 2017 and is expected to grow to INR 536 billion by 2022. The market comprises the following sub-segments:

Category	Share of Chain Market
Quick Service Restaurants (QSRs)	44%
Casual Dining Restaurants (CD)	30%
Cafés	12%
Frozen Desserts	6%
Pubs, Bars, Clubs, Lounges (PBCL)	4%
Fine Dining	4%

Quick service restaurants (QSRs) have been a key segment for the chain restaurant market and have grown over the years thanks to their focus on affordable and competitive prices and convenience. Several international QSR chains have flocked to India in recent years, with specific cuisines and product offerings, which have driven market growth. The key QSR chains in India are McDonalds, Dominos, KFC, Subway, Pizza Hut, Burger King, etc. A large part of the QSR market rests in metros due to greater consumer awareness and exposure in key cities such as Delhi Mumbai and Bangalore. Slowly, the QSRs have established their foothold in major cities and are now expanding to smaller cities with smaller formats. Some of the key growth drivers for QSR chains in India are:

- Increasing share of younger population in India – Proportion of Youth to total population in India has grown from ~30% in 1971 to ~35% in 2011.
- Increasing urbanization rate – Urban population has increased from ~20% in 1960 to 33% in 2015.
- Rising disposable income levels – Indian middle-class has doubled in size from 300 million in 2004 to 600 million in 2012 and now half of India's population are middle-class.
- Increasing exposure to new cuisines – The number of Indian nationals traveling abroad has increased by 245% between 2006 and 2015.
- Low per capita food service consumption – Average spending on food service consumption in India is extremely low compared to other countries. India: US\$ 55, China: US\$ 400, USA: US\$ 1,500

QSR is considered an attractive space for integrated logistics service providers given the high degree of scalability, and growth of QSR chains has enabled the growth of their partner logistics organizations in tandem. Apart from the large foreign QSR chains, smaller players have also achieved economies of scale by implementing integrated logistics. They can receive the same level of scale and service as a large player as integrated logistics eliminates the need for smaller players to incur significant investments in supply chain.

One of the key trends in the industry is the transformation of Value Added Services (VAS) scope and definition. The scope of VAS is expected to shift from a strategic to executory role for LSPs, including Inventory planning, vendor management, inventory management and an eventual shift to a complete outsourced model. While many international QSR chains have outsourced integrated contracts to LSPs, the domestic grown QSRs chains are still evaluating outsourcing integrated contracts to LSPs due to lack of capability, understanding and scale. The following are likely to be the growth drivers for integrated services:

- QSR chains depend on scaling up quickly and hence look for integrated “plug and play” logistics solutions so that they can focus on brand building and sales activities. This ‘plug and play’ model helps in easy ramp up of outlets without capex investments in logistics assets.
- Learnings of best practices in developed markets coupled with existing adoption of integrated model by established international chains like McDonald's further increases propensity of new entrants in adopting the same (e.g. Burger King).
- Presence of Logistics Service Providers in India who are offering integrated solutions to QSR industry, increases the propensity of new entrants to adopt the same solutions.
- Future expansion plans of QSR chains beyond metro cities.

In terms of level of outsourcing of services to organized LSPs, large international QSR brands are leading the way. Players like McDonald's and Burger King are using LSPs for managing their entire planning, sourcing, distribution, and warehousing and vendor management. Domestic players like Café Coffee Day, Barista, Naturals etc. are outsourcing

standalone warehousing or transportation contracts but prefer to manage other parts of their supply chain in-house for now.

Source: Company websites, News articles (Economic Times), Federation of Indian Chambers of Commerce & Industry – Indian Food Services Industry: Engine for Economic Growth & Employment

CHOCOLATES

The size of the B2C Chocolate market in India is estimated at ₹118 billion (US\$ 1.8 billion) in 2017. The B2B segment (~10% of total Chocolate market) involves better heat stable products which move through the ambient supply chain. The B2C/Retail segment is dominated by large, organized players, wherein Mondelez and Nestle account for ~85% of the retail market. This market is growing rapidly and is expected to reach a size of ₹309 billion by 2022 (~21% CAGR).

The key growth drivers for Chocolate industry historically have been –

- Supply focus on retail penetration. Investments in over 300,000 retail visi-coolers by Mondelez and Nestle over last few years
- Product innovation and lower value SKUs has driven impulse buying
- Easier, modern alternative for mithai in gifting / celebrations
- Strong brand value has allowed companies to pass on inflation in the form of weight reduction at key price points and also price hikes for popular products like Cadbury Silk

The key growth drivers for Chocolate industry going forward will be-

- There is still a lot of headroom for retail penetration. Out of 6.9 million retail outlets retailing confectionaries, chocolates as a category is present only in ~2.5 million.¹¹
- Demand growth: Smaller SKUs and new product innovation is expected to drive impulse purchases.
- Premiumization of products - Increasing discretionary spend is likely to drive demand for “small luxuries”. New entrants are likely to expand premium chocolate segment further.
- Increase in per capita consumption – Only 0.2 kg per year of chocolate is consumed in India currently vs. 0.86 kg / year in UK¹².

Material flow in the Chocolate supply chain is almost completely outsourced with sizeable share of small/ regional LSPs at warehousing and secondary logistics stages. While challenges exist, there are multiple drivers which could lead to the integration of logistics services in the chocolates segment. The following are likely to be the growth drivers for integrated services:

- Potential risk of brand equity erosion and regulatory penalization due to high profile food safety incidents (e.g. discovery of worms in Cadbury chocolates in 2003) has driven integrated logistics adoption by leading chocolate companies.
- Consolidation of warehousing footprint post GST.
- Focus on quality of assets and services – chocolate companies want to focus on their core activities (manufacturing, sales and marketing) and want specialist logistics players to manage their supply chain. Almost 100% outsourcing of supply chain by leading B2C players. Key players like Mondelez & Nestle have already implemented integrated services at some of their locations.
- Increasing adoption of value added services like kitting, packaging and assortment preparation in warehouses.

Source: News articles, Value Notes Report- Indian Chocolate Market

FROZEN FOOD

The changing Indian lifestyle is creating a multitude of opportunities for market players, across industries. This is especially true in the Frozen Food industry. The rise in the number of women in the workforce, and the resultant time-paucity, along with the increasing at-home socializing, the preference for nuclear families, or that of young professionals for living alone; the growing acceptance of western food, and the need for on-the-move freshly-cooked food are often cited reasons given by firms while launching frozen/ready-to-eat meals (or microwaveable meals), ranging from *mutter paneer* to cheese nuggets.

The frozen food industry, which started by offering basic frozen vegetables and fries, today offers a wide range of products, from fruits & vegetables to frozen meats and ready-to-cook, snacking and full meal options. One of the unique characteristics of the Indian Frozen Food market is the clear segmentation between Vegetarian (vegetables, potatoes, ready meals) and Non-Vegetarian (Poultry, Sea Food, Nuggets, Patties etc.) products and players in the Indian market. In the frozen vegetables segment, garden peas continue to be the most popular frozen processed vegetable bought across India with a commanding retail value share of over 69%, followed by mixed green vegetables and baby corn with shares of 14% and 7%, respectively.

The segment has recorded a healthy growth, at a CAGR of 15-20%, thanks to increasing customer appetite and acceptance, complemented by an increase in selling points, deeper penetration by organized retail players, as well as an increase in available freezer space in the retail domain. However, data released by India's Ministry of Food Processing indicate that the Indian frozen foods market is significantly smaller than China's, which is also not considered a well-developed market.

The size of the Frozen Food industry in India is estimated at ₹43 billion (~US\$ 650 million) in 2017 and this is expected to increase to ₹108 billion by 2022 (~US\$ 1.6 billion). The B2B business catering to standalone restaurants, QSRs, hotels etc. comprises 70% of the market while the B2C / Retail segment comprises of only 30% in the frozen food category.

Previously, frozen food players depended to a large extent on the export market, which contributed most of their revenues. However, with the growing importance of frozen foods in the commercial and retail sector, the domestic market has also become lucrative. The major consumption centers are in Tier 1 and Tier 2 cities, and top 10 cities contribute to more than 75% of frozen food consumption.

The frozen snacking market, which has registered a double-digit growth, is characterized by vegetarian and non-vegetarian spontaneous buys that often do not need prior planning by the consumer. From a B2C perspective, these products are positioned as saviors in a contingency, of either non-planned get-togethers at home or as an easy alternative for city-dwelling commuters and office-goers who prefer quick/instant food due to the paucity of time. In B2B terms, these products are now finding a place in the menus of various restaurants, far from being considered fallbacks they are now considered ready reckoners and standardized offerings by various F&B brands. With the growth of Cafés and Quick Service Restaurants (QSRs) wherein shop floor kitchen skill levels are a major challenge, these frozen foods ensure consistency, speed of service, and assured quality. This creates a vast business opportunity for market players from institutional sales to QSRs and HORECAs (Hotels, Restaurants, Caterers/ Canteens).¹⁵

The key growth drivers for Frozen food industry can be summarized as follows:

- Growth of QSR industry in India
- Growth in B2C segment is mainly due to convenience factor of frozen meals
- Increase in the number of modern retail chains
- Easier availability and longer shelf life of frozen food products

The market is dominated by organized players, e.g. Mother Dairy stands out with a ~50% market share in the vegetables segment as a result of the widespread popularity of its Safal brand. The other key brands in the market are Venky's (V.H. Group), Al-Kabeer (Al-Kabeer Group), Sumeru (Innovative Foods), Everfresh (Temptations Foods), Meatzza (Darshan Foods), and McCain Foods (McCain Foods India).

Despite the various offerings available, and the promising growth in this category, penetration is still at a nascent stage, representing low product usage and a lack of consumer awareness about frozen foods. Also, impacting the market are such logistical hurdles as the relative lack of necessary back-end infrastructure, as a result of which frozen foods manufacturers are not assured of delivering their products to retail points without compromising on food quality. These challenges create an excellent opportunity for Integrated Logistics Service Providers to expand the market in India:

- Due to the nature of product, temperature compliance is of paramount importance. Hence there is a high preference to work with organized logistics service providers.

Hygiene factor is important so that vegetarian/ non-vegetarian products do not get mixed which would lead to odour contamination. This can be monitored through technology and SOPs implemented by organized companies only

Source: Food & Beverage News articles, Industry reports

DAIRY

India is the world's largest producer and consumer of dairy. Over the past two decades, dairy farming has progressed towards emerging as an organized industry that encompasses not only increased production of milk and milk products,

but also the breeding of high-yielding cattle, scientific animal rearing and customized feed production. The size of the organized Dairy industry in India is estimated at ₹900 billion (US\$ 13.6 billion) in 2017. Of this, milk and milk powder comprise ₹645 billion (US\$ 9.8 billion). In India, the cooperatives and private dairies have access to only 20% of milk produced. Approximately, 34% of the milk is sold in the unorganized market while 46% is consumed locally. This is in comparison to most of the developed nations where almost 90% of the surplus milk is passes through the organized sector.¹⁶ Further, liquid milk is distributed in tankers / insulated vehicles from factory to outlets every day and milk powder does not require integrated logistics solutions. Hence, these are excluded from the addressable market for the purpose of this report. The addressable segment for organized LSPs is ice cream and dairy value-added products which comprises frozen yoghurt, curd & related products like butter, cheese and paneer

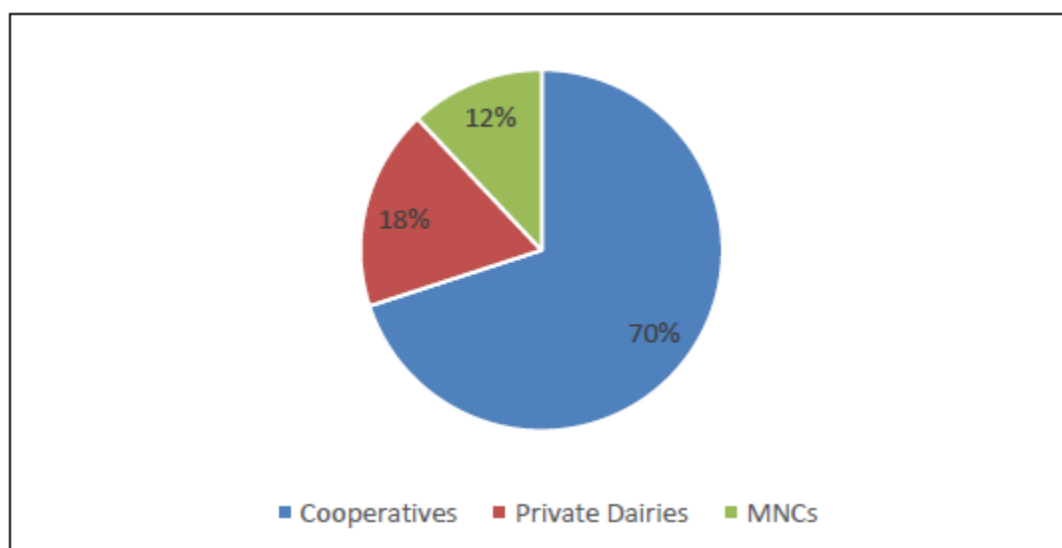
Dairy Value-Added Product

The market size of Dairy value-added products in 2017 was ₹78 billion (US\$ 1.2 billion). The key products by value share are Butter (45%), Curd (24%), Cheese (19%) and Paneer (12%). Below are the key trends observed in this space:

- Growth of modern retail has increased product visibility encouraging product innovation and impulse purchases
- Increase in foodservice outlets, adoption of international cuisines & product portfolio expansion has made cheese the fastest growing category
- Butter, Curd and Paneer have witnessed conversion from unorganized to packaged products.
- Retail penetration, cold chain development and product innovation has led to change in consumption pattern
- Health consciousness and urbanization have contributed to adoption packaged products

The growth trajectory of the industry is expected to intensify with several new players entering the market and new categories being experimented by the consumer. It is estimated the market will reach a size of ₹223 billion (~US\$ 3.4 billion) by 2022 translating into a CAGR of 23%.

In terms of key players, the value-added products sub segment is dominated by the large milk cooperatives in India – Amul and Mother Dairy.



Market Structure by Dairy Company Type

Large cooperatives tend to work with regional logistics players (for reasons explained later in this chapter). The overall penetration of large LSPs is only 25-30% in transportation and 10-20% in warehousing. These numbers are higher for private dairies and MNCs which are more prone to outsource logistics functions.

Source: News articles, Industry reports

While opportunities for organized LSPs exist in integrated contracts and standalone warehousing and transportation contracts offered by local C&Fs, the bulk of the opportunity in this segment is from multinational dairy companies.

ICE CREAM

The Indian Ice Cream market size in 2017 was ₹50 billion (US\$ 0.8 billion), growing at a rate of 20% CAGR driven by-

- Changing consumer perception of ice cream from an occasional treat to regular dessert coupled with higher discretionary spending
- Development of ice cream parlour culture with entry of premium players such as Haagen Dazs and Baskin Robbins
- Reducing impact of seasonality with increasing consumption in winters
- Launch of premium products by national players like Amul (Crème Rich), HUL (Magnum) and Nestle (Movenpick)
- Emergence of retail service for frozen yoghurts through standalone stores like Cocoberry

Opportunities for integrated contracts exist with large national players and niche multinational players. Following are key drivers for integrated services in the Ice Cream sub segment:

- Retail expansion by regional players (to new markets) and multinational players (tier II / III cities)
- Growing ice cream parlour culture will drive direct store delivery from warehouses
- New entrants like Nestlé's Movenpick, Haagen Dazs and Made Fresh work with national players and will look for integrated contracts as volumes grow.
- Premiumization of products will drive adoption of organized logistics as value of consignments grow reliability becomes key

Source: News articles, IBEF, CARE Research

MODERN FOOD & GROCERY RETAIL

The size of the retail industry in India is estimated at ₹40 trillion (US\$ 616 billion) in 2017.

Currently, the food and groceries (F&G) segment constitutes a majority share of the retail market (~67%), while modern grocers form 2-3% of overall groceries retailed. The modern grocery trade is still at early stage in India as depicted by the table below:

Fragmented	Exploration	Consolidation	Maturity
	10 – 15 years	15 – 25 years	>25 years
India pre-2010	India – currently	Brazil, China	USA
Small family owned shops	Entry of first few global retailers	JVs and acquisitions by global players	3-4 local retailers thrive
Organized retailers are a local phenomena	Few local players with scale	Full fledge sourcing setup by global players	Multiple global retailers in Top 10
Select few categories	Innovations in formats and value proposition	Strong local players have emerged	Large share of e commerce
		Advent of ecommerce	High share of organized retail in all categories
Share of Modern Grocery Retail			
3-5%	5-25%	25-75%	>75%

Footwear has the highest share in terms of penetration achieved by organized retail at 40% whereas Food & Grocery is the least penetrated with 3% organized share. Apparel & Accessories, Jewellery and Consumer Durables reflect a

penetration of 22%, 27% and 25%, respectively. Food & Groceries and general merchandise category is projected to drive the growth of the share of organized retail within the total retail market over the next few years.

Segment	Share of Retail	Retail Size (\$ bn)	Share of Organized Retail	Organized Retail Size (\$ bn)	Key Retailers
Food & Grocery	67%	413	3%	13	DMart, Reliance Fresh, More, Big Bazaar
Apparel	8%	49	22%	11	Shopper's Stop, Lifestyle, Westside
Jewellery	8%	47	27%	13	Kalyan Jewellers, Tanishq, Malabar
Consumer Durables	6%	35	25%	9	Croma, Reliance Digital, eZone
Home & Living	4%	27	10%	3	Home Centre, Home Stop, Home Town
Pharmacy	3%	18	10%	2	Apollo, MedPlus
Footwear	2%	7	40%	3	Bata, Metro Shoes, Adidas
Others	2%	20	12%	2	
	100%	616	9%	55	

Source: Industry reports

Major general merchandise retailers are still going through the learning curve of challenges in the organized brick and mortar sector. Due to increasing pressure on margin efficiency and profitability, general merchandise retailers will increasingly re-align category offering, space rationalization and format consolidation over the next few years. These factors are expected to lead to higher productivity and efficiency driving the increase of organized retail penetration within F&G segment. The organized F&G market has grown at a CAGR of 33% to reach US\$ 13 billion in 2016 from US\$ 4 billion in 2012 and is expected to further grow at a CAGR of 26% to reach US\$ 31 billion by 2020. By 2022, the F&G segment is projected to reach a 5% share of organized retail penetration.

Depending upon the scale of operations and categories managed, the modes of outsourcing vary however engagement of large LSPs appears to be moderate. The table below shows the large Food & Grocery chains operating in India together with their key Logistics Service Providers.

Source: News articles, Industry reports

PROFILES OF KEY PLAYERS IN THE INDUSTRY

There are several hundred players in the Indian logistics industry, small and large, organized and unorganized players. However, the share of organized LSPs is only 10% of the industry presently but growing rapidly at 19-20% per annum due to structural changes in the industry coinciding with mega urbanization trends underway in India. Amongst the organized players, there are a few large players focused on traditional logistics services (e.g. Gati, TCI Express, Mahindra Logistics) as well as temperature-controlled services (e.g. Snowman Logistics, Coldstar, Kelvin). However, at the pan India level, there are very few players engaged in integrated temperature-controlled food supply chain and distribution which meet the standards of multinationals like McDonalds, Nestle, Unilever etc. Further, discussions with industry participants indicate that the threat from entry of any international player in the near term is not perceived to be high as the Indian opportunity is still relatively small and local.

INDIAN PLAYERS

Coldex Limited

ColdEX Limited was established as Swastik Roadlines Pvt. Ltd. in 1999 as primarily a dry transportation carrier. In 2005, the Company diversified into providing temperature-controlled transportation services with Cadbury (Mondelez India) as its first client. Today, ColdEX is India's largest food supply chain and distribution company with a pan-India presence offering distribution in 210 cities and delivering around 7,000+ drops per day. The company has an asset base of 800+ reefer trucks and operates warehouses at 5 locations with plans to add more warehouses at strategic locations. The company serves wide range of industry segments including QSRs, FMCG, Dairy, Confectionary, and Retail. The key

clients of the company are Cadbury, Mars, Yum! Brands, Burger King, McDonalds, Nestle, Starbucks, Kraft Heinz, Hindustan Unilever, Britannia etc. The company has received two rounds of private equity investment: the first from India Equity Partners in 2010, and recently from Sabr India Investment Pvt Ltd in 2016.

Radhakrishna Foodland Pvt. Ltd. (RKFL)

The RK Group sets up Radhakrishna Foodland Pvt. Ltd. (RKFL) to launch the first western style supermarket in Mumbai under “Foodland” brand. In 1996, RKFL forayed into the third party integrated logistics services and won the Pan-India distribution and logistics contract for McDonalds. The company has an asset base of ~350 reefer trucks and ~6,000 pallets of warehouse capacity. Apart from QSRs, the company provides its services to other industries like Chocolates, Frozen Food and Dairy. The key clients of the company are McDonald's, Domino's, Mondelez, Allana Sons and Creambell.

GLOBAL PLAYER

Havi Logistics

Founded in 1974, HAVI employs more than 9,000 people and serves customers in more than 100 countries. With over 30 years of experience, HAVI Logistics has become a world leader in integrated logistics services for both food and non-food articles. HAVI Logistics provides extensive distribution services for quick-service restaurants, super and hypermarkets, and convenience stores through its global network of more than 65 distribution centers. The HAVI Group also provides packaging, promotions management and supply chain analytics through another group company called HAVI Global Solutions. Some of HAVI's key clients globally include McDonalds, Subway, IKEA, KFC, Pizza Hut, Vapiano etc

Kuehne + Nagel

Kuehne + Nagel International AG is a global transport and logistics major founded in 1890, in Bremen, Germany. It provides sea freight and airfreight forwarding, contract logistics, and overland businesses with a focus on providing IT-based logistics solutions. As of 2017, it has more than 1,336 offices in 109 countries, with around 75,876 employees. The company serves clients across industries like Auto, Pharmaceuticals, Food Services, E-Commerce and Retail.

Martin Brower

Martin Brower provides end to end integrated logistics services exclusively to Quick Service Restaurants globally. The company has over 8,000 employees, 60 distribution centers and operates in 19 countries. The company's key client globally is McDonalds, and the company is currently McDonald's largest distributor in the United States, Canada, Ireland and Latin America. Other clients include Chipotle, Chick-fil-A, Subway, Conagra, and Campbell's.

GOVERNMENT INITIATIVES

Key end user industries are growing at 15-20% CAGR. Integrated Supply Chain Logistics would grow at 20-25% CAGR, supported by the recent structural changes by the government by providing it industry status. The organized sector will be driven by an increase in demand due to expected economic recovery, and the trend of outsourcing non-core activities like logistics, warehousing and associated activities to integrated players. Some of the visible positive trends in this sector are implementation of GST, increasing focus of foreign investors across the logistics value chain, growing demand for end-to-end solution providers, and emergence of new avenues such as e-commerce, logistics parks, cold chains, and new startups, all of which will also boost the industry.

Today, the Indian logistics sector is a sunshine industry and is going through a phase of transformation. Due to the initial efforts of Government of India (GoI), such as Make in India programme and improvements in infrastructure along with the emergence of skilled professionals, the country's position bettered from 54 in 2014 to 35 in 2016 in the World Bank (WB)'s Logistics Performance Index (LPI), in terms of overall logistics performance. Infact, India improved its tally in all the six components of LPI. India also registered an overall 30 points rise in 2017 and stood at 100th position compared to 2016, in the WB's Ease of Doing Business Index (EoDBI).

A new Logistics Division in the Department of Commerce has been established to coordinate integrated development of the sector by way of policy changes, improvement in existing procedures, identification of bottlenecks and gaps, and introduction of technology-based interventions. A concerted effort in collaboration with central line ministries and state governments is on to simplify the regulatory processes in domestic and export-import logistics.

The Ministry of Commerce and Industry (MoCI) is developing an integrated logistics portal which would serve as a transactional e-marketplace by connecting buyers, logistics service providers and the relevant government agencies such as customs, port community systems, port terminals, shipping lines, railways, etc. Once functional, it would reduce delays and facilitate a transparent, informative and convenient trading system. Recently the Ministry also launched a new Logistics Ease Across Different States Index to rank states for the support they provide to improve logistics infrastructure within their respective jurisdictions.

Expedite development of existing projects in transport infrastructure especially highways, railways while earmarking new initiatives. The government's major emphasis is on improving the country's transportation mix by developing inland and coastal waterways. Presently, seaways account for a minuscule 6 percent of total freight movement in India compared to countries like China (30%) and USA (14%). Given the economic and environmental benefits, the government has chalked out the ambitious Sagarmala project that aims at doubling the share of seaways in the transport mix over the next decade by executing multiple projects for the expansion and modernization of various ports.

Revive government and private investments to complement the policy measures announced for developing the transport infrastructure including initiatives such as Bharatmala, Sagarmala, inland waterway development, schemes for incentivising coastal shipping besides other initiative and policy measures. Dedicated freight corridors: The government has notified five major industrial corridors – Delhi-Mumbai Industrial Corridor (DMIC), Amritsar-Kolkata Industrial Corridor (AKIC), Chennai-Bengaluru Industrial Corridor (CBIC), Visakhapatnam-Chennai Industrial Corridor (VCIC) and Bengaluru- Mumbai Economic Corridor (BMEC), for the faster movement of freight. These corridors are spread across 15 states in India.

The federal government has also adopted new systems to overcome long-standing logistics challenges. These include: Geographical Information Systems (GIS) based National Highways Information System to overcome the traffic and transportation problems on road; Rake Management System (RMS) for handling commercial transactions on Indian railways; Implementation of Radio Frequency Identification (RFI) for identifying the movement of ships wirelessly using radio waves; and the GST Network – a technology platform at the heart of the GST's administration – to simplify the taxation system of the logistics companies.

The need of the hour is to formulate an integrated logistics policy. Today the stakeholders have to deal with multiple government agencies at the union, state and local levels, which result into avoidable delays. The integrated logistics policy could go a long way in streamlining and consolidating multidepartment requirements, besides facilitating corrective action, effective monitoring and prompt grievance redressal. Along with it, a mechanism needs to be created to measure the sector's performance at regular intervals against the set benchmarks, thus, providing evidences to the policymakers so that a favourable policy environment is created.

The commitment of GoI towards an integrated development of logistics sector through policy amendments, infrastructural development, tax reforms and technology adoption will certainly deliver desirable results. It will enhance our trade competitiveness, create jobs, shoot up country's performance in global rankings and pave the way for India to become a logistics hub. Such measures will also contribute to creation of a New India by 2022, as envisioned by the Prime Minister of India.

OUTLOOK

Logistics industry in India is gaining momentum at a fast pace with the evolution of infrastructure and technological innovation. The logistics firms are moving from a traditional setup to the integration of IT and technology to their operations to reduce the costs incurred as well as to meet the service demands

With the implementation of GST, the logistics companies, which are currently forced to set up many small warehouses across multiple cities can set up just a few, big warehouses region wise and can follow the hub-and-spoke model for freight movement from the warehouses to the different manufacturing plants, wholesale outlets, retail outlets and the various POS

The Indian restaurant industry is worth ₹75,000 crores and is growing at an annual rate of 7%. The industry is highly fragmented with 1.5 million eating outlets, of which a little more than 3,000 outlets form the organized segment.

This has increased the service geography of the logistics firms but they also have to meet the demands of quick delivery and tight service level agreements. The industry has moved from being just a service provider to the position which

provides end to end supply chain solutions to their customers. Thus, all this has paved the way for further growth of Logistics and Warehousing industry in the coming years.

In addition, the Indian logistics industry is expected to derive gains from the recovery and revival of the economy in the industrial sector and also foster the growth of the logistics industry in India. The Indian logistics industry looks well-poised for a bright future with the entry of many foreign companies and their focus on outsourcing their logistical requirements. Integrated Supply Chain Logistics is likely to grow at 20-25% CAGR for the upcoming years.

CONCLUSION

The Indian Logistics market is estimated at ~₹6,400 billion (US\$ 95 billion) in FY 2017. The share of the organized logistics market is only ~10% of this at ~₹640 billion (US\$ 10 billion).

Logistics cost in India accounts for 13-17% of the value of goods moved which is nearly double (6-9%) the logistics cost to the value of goods moved in developed countries such as the US, Hong Kong and France. Hence, there exists a sizeable opportunity to optimize the logistics spend in India.

Challenges faced by the organized LSPs in India historically have been competing with unorganized players who flout rules and regulations, avoided taxes, and thrive on the differential prices that prevail across states; poor road connectivity, multiple checkpoints and congestion due to insufficient infrastructure investment; and various regulatory hurdles including a complicated tax regime which led to a highly distributed and inefficient supply chain structure in the country. Most of this challenges faced by the Organized LSPs have been significantly address by implementation of GST, E-Way bills and other government initiatives.

The logistics industry has grown at c. 12% CAGR between FY 2012 and FY 2017 and it is expected to grow at an accelerated pace of 13-15% CAGR till FY 2022 to reach a size of ₹9,200 billion (US\$ 140 billion). Further, the organized logistics market in India is expected to grow at a CAGR of 19-20% till FY 2022, much faster than the broader logistics market, due to structural changes in the industry coinciding with mega urbanization trends underway in India.

The key drivers for growth of the organized integrated logistics market are –

- Growth in the underlying economy
- Shift from unorganized to organized sector
- Growth of consumer demand outside Tier I, Tier II Cities
- Increasing customer sophistication and higher demand for Value Added Services
- Regulatory tailwinds including implementation of the Goods and Services Tax (GST) in 2017 and E-Way bill in 2018
- Faster adoption of cold chain services by large domestic and MNC customer

There are several advantages for companies to outsource their logistics and distribution functions to organized integrated LSPs:

- They provide companies with a Pan-India presence
- They act as strategic partners providing solution-driven capabilities, in contrast to the smaller unorganized service providers who tend to act as mere serviceproviders.
- They provide better scalability and flexibility
- They act as a single point of contact for a company providing end-to-end solutions
- They operate with higher levels of professionalism
- Significant cost reduction through better inventory management, better fulfilment rate etc.

The core user industries of integrated logistics services are Food Services, Frozen Food, Dairy, Ice Cream and Modern Retail which are the most attractive sectors with higher requirement for Value Added Service and end-to-end integrated services capability. Pharmaceuticals and Meat & Seafood while potentially very large industries for organized LSPs, currently have limited opportunity for VAS and integrated services. The key end user industries for the integrated logistics sector are large and growing rapidly with growth rates between 12% to 23% till 2020.

There are several hundred players in the Logistics industry, small and large, organized and unorganized. Amongst the organized players, there are a few large players focused on traditional logistics services (e.g. Gati, TCI Express, and Mahindra Logistics) as well as temperature-controlled services (e.g. Snowman Logistics, Coldstar, Kelvin). However, at the pan-India level, there are very few players engaged in integrated temperature-controlled food supply chain and distribution which meet the standards of multinationals like McDonalds, Nestle, and Unilever etc. The key integrated

LSPs in India are ColdEX Limited and RKFL and the key comparable companies globally include the HAVI Group, Kuehne + Nagel and Martin Brower.

OUR BUSINESS

Some of the information contained in the following discussion, including information with respect to our business plans and strategies, contain forward-looking statements that involve risks and uncertainties. You should read the chapter titled “Forward-Looking Statements” beginning on page 17 of this Draft Red Herring Prospectus, for a discussion of the risks and uncertainties related to those statements and also the section “Risk Factors” for a discussion of certain factors that may affect our business, financial condition or results of operations. Our actual results may differ materially from those expressed in or implied by these forward-looking statements. Our fiscal year ends on March 31 of each year, so all references to a particular fiscal are to the twelve-month period ended March 31 of that year.

All financial information included herein is based on our Restated Consolidated Financial Information beginning on page 167 of this Draft Red Herring Prospectus. The following information is qualified in its entirety by, and should be read together with, the more detailed financial and other information included in this Draft Red Herring Prospectus, including the information contained in the sections titled “Risk Factors”, “Industry Overview”, “Management’s Discussion and Analysis of Financial Conditions and Results of Operations” and “Restated Financial Information” beginning on pages 24, 96, 169 and 167 respectively of this DRHP.

OVERVIEW

We are India’s largest organized integrated food supply chain and distribution company [Source: CARE Report.] Our integrated offerings, surface logistics and warehousing infrastructure, pan-India distribution network, and modern technology systems support our competitive market position. We cater to a wide range of industry sectors and business segments including food service market, FMCG, confectionary, dairy, retail, etc.

We commenced our business in 1999 with the incorporation of our Company in Gwalior, Madhya Pradesh. In 2005, we launched our brand ColdEX, to provide temperature-controlled logistics services to various industries. In 2014, we further expanded into becoming an integrated temperature-controlled food supply chain and distribution Company by acquiring our flagship built-to-suit temperature-controlled warehouse which is leased but dedicated, with a capacity of 3,500 pallets at Kundli (Delhi NCR). We have, since then, expanded our operations to become an integrated temperature-controlled food supply chain and distribution Company with an ability to service clients on pan-India basis.

We categorize our business segments into:

1. Integrated Distribution (outsourced end to end supply chain management)
2. Fulfilment Services (elements of supply chain)

We are one of the few companies engaged in integrated temperature-controlled food supply chain and distribution (Source: CARE Report). An integrated business model is when the vendor provides transportation and distribution, warehousing and value-added services all bundled into a single contract. The integrated model can be done with the service provider “owning” the inventory on behalf of the client or without inventory ownership. The key elements of Fulfilment Services are surface logistics and warehousing services under multi-temperature environment. As on June 30, 2018, we have been catering to more than 40 clients.

Our clients operate in various sectors across India, including:

- Food Service Market
- Fast-moving consumer goods (FMCG);
- Retail
- Dairy;
- Ice-cream and frozen dessert;
- Confectionaries including chocolates and baked products;
- Frozen food

As of June 30, 2018, our business infrastructure comprised of:

- 5 temperature-controlled warehouses located at Kundli I, Navi Mumbai, Bengaluru, Hyderabad and Kundli-II capable of warehousing more than 7,000 pallets. Further we have entered into a long term lease agreement for built-to-suit temperature-controlled warehouse at Bengaluru which can accommodate upto additional 5,000 pallets. Our warehouse premises at Kundli I has been certified as Grade ‘A’ by British Retail Consortium for conforming with the Global Standard for Storage and Distribution.
- More than 800 reefer trucks which included 594 owned reefer trucks (operated by us or our franchisee partners). Further as on the date of DRHP, we have entered into agreements with various parties enabling us to expand our fleet size on lease basis. We operate our business through 12 operating locations including our registered office, corporate office, branch offices and warehouses spread across 10 cities in India to manage our operations effectively. Further we also utilize third party agents/ customer facilities for facilitating ease of our operations.

Recognising that quality control and supply chain traceability is a matter of focus for producers, suppliers, consumers and the government, we have invested in technology and processes throughout our business such as (i) GPS-enabled fleets that provide real-time visibility of location and temperature compliance. (ii) a warehouse management system to track, process and manage inventory, (iii) integration with customers’ systems for automated inventory replenishment, (iv) flexible reefer fleet and warehouse designs to allow optimization as per our customer’s requirements and (v) 24x7 control room staffed with trained customer service agents; which has enabled us with traceability of products and the conditions under which such products are transported and stored. Further we intend to implement an integrated transport management system through the partial use of Net Proceeds. We have also adopted environmental, social and governance (ESG) safeguards and implemented a comprehensive Environmental and Social Management System (ESMS), conforming to the requirements of the Asian Development Bank.

We have received various industry accolades, awards and recognitions over the years as well as recognition from our customers, including Partner of the Year Award from Burger King (2018); Franchisee India – Supplier of the Year (2017); Collaborative Partner of the Year Award from Yum (2016); ICC Supply Chain and Logistics Excellence Award – Integrated Cold Chain Operator (2016); CII – Scale Supply Chain Award (2016); Logistic Excellence Award – GlaxoSmithKline Consumer Healthcare, India (2013) and Best Service Level Certificate Award from Cadbury (2012). For details please see the chapter “*History and Certain Corporate Matters*” beginning on page 138 of this DRHP.

Our Promoter, Gaurav Jain, a first-generation entrepreneur has experience of more than two decades in logistics industry. He has been recognized by various prestigious forums including the Forbes India Leadership Awards for his contributions to India’s logistics industry. He has been chosen as an Extraordinaire Brand by Consumers and Industry in Brand vision Summit 2017-2018. He has been also been conferred the title of “Logistics Innovator of the Year” by CILT India in April, 2012. As of June 30, 2018, we engaged a total of 346 permanent employees, on consolidated basis. Further, we utilize the services of contract labour, as required.

We have been able to attract investments from reputable domestic and international private equity investors such as Sabr India Investment Pvt Ltd and Feedbridge Equity Holdings Limited, reflecting confidence of such investors in our business model.

We believe our business model enables us to act as an integrated food supply chain and distribution Company that can comprehensively cover our clients supply chain and distribution needs. We provide “plug and play” integrated solutions that are scalable to meet the needs of established market leaders as well as new entrants. We believe our business model enables our customers to leverage our distribution network, expand rapidly without incurring significant investments in logistics assets, and optimize the performance, cost and efficiency of their supply chains. By following critical industry trends, we focus on ensuring that our business model is relevant and cost-effective, helping our customers to meet the evolving market demands.

For the three months ended June 30, 2018 and Fiscals 2018, 2017 and 2016, our revenue from operations was ₹ 835.43 million, ₹2,563.82 million, ₹ 2,256.64 million and ₹ 1,575.56 million, respectively, representing a CAGR of 27.56% during the last three Fiscals.

OUR COMPETITIVE STRENGTHS

Pan-India integrated temperature-controlled logistics services

We are one of the few companies engaged in integrated temperature-controlled food supply chain and distribution. (Source: CARE Report). As of June 30, 2018, our extensive network comprised 5 temperature-controlled warehouses located at Kundli I, Navi Mumbai, Bengaluru, Hyderabad and Kundli-II capable of warehousing more than 7,000 pallets. Further we have entered into a lease agreement for acquiring built-to-suit temperature-controlled warehouse at Bengaluru

which can accommodate upto additional 5,000 pallets. We have carefully selected locations for our temperature-controlled warehouses adjacent to cities with a large potential for sourcing and/or consumption of temperature-sensitive products including metro cities such as New Delhi, Mumbai, Bengaluru, and Hyderabad. We operate our business through 12 operating locations including our registered office, corporate office, branch offices and warehouses spread across 10 cities in India to manage our operations effectively. Further, we also utilize third party agents/ customer facilities for facilitating ease of our operations. Further, as of June 30, 2018, under Surface Logistics, we operated more than 800 reefer trucks, including 594 owned reefer trucks enabling us to offer distribution in over 210 cities and deliver over average of 7,000 plus drops per day. The locations of our facilities and delivery network enables us to provide our clients with access to multiple destinations for booking and delivery of goods across India. Our fully integrated operations enable us to maintain the temperature integrity of our clients' products from the point of origin to the consumption point, which is critical for ensuring product quality.

“Asset-light” warehousing model

We operate our warehousing business primarily on the basis of an “asset-light” warehousing business model which enables us to offer a variety of flexible, scalable, solutions and services based on our client's requirements and handle complexities that are unique to the industry in which we operate. We have developed a model for custom built warehouses with landlords on long term lease with minimal upfront investment by us. We believe that this business model also allows us to manage any fluctuations in demand more efficiently and minimize any adverse effects resulting from cyclical movements.

The scale, flexibility and efficiency we are able to achieve as a result enable us to serve the requirements of a diverse set of industry verticals. An “asset-light” warehousing model also helps us reduce our capital expenditure requirements, mitigate the effects of operational risks relating to direct costs, maintenance costs and depreciation in addition to reducing the effect of any risks emanating from changes in laws and regulations.

Integrated, end-to-end “Mission Critical” supply chain and distribution services

We consider our temperature-controlled logistics services to be “mission critical” real estate for the customers we serve from “farm to fork” and an integral component of their supply chain. The cold chain is vital for maintaining the quality of food producers', distributors', retailers' and e-tailers' temperature-sensitive products, protecting brand reputation and ensuring consumer safety and satisfaction. Our customers depend upon the high-quality, integration and scale of our supply chain and distribution network to ensure the integrity and efficient distribution of their products. Our focus is on creating customized solutions that address the requirements of our clients. The use of integrated, end-to-end solutions results in enhanced cost efficiencies for our customers, which encourages them to use our services. As part of our business model, we offer a wide range of solutions including demand forecasting, material resource planning, long haul transportation, multi temperature warehousing, city & last mile distribution and further value-added services. We believe that our integrated business model, combined with our pan-India logistics network enables us to attract and retain clients across various industry segments, improve service levels, lower costs, increase scalability and maintain control and traceability over the entire supply chain, resulting in higher customer stickiness and better asset utilization.

Presence across diverse industry verticals with long-standing client relationships

We provide our supply chain management and distribution services to clients across various industry sectors such as food service market, FMCG, confectionary, dairy, retail, frozen foods, etc. Our client-base of over 40 clients across various industry verticals has enabled us to cross-leverage the know-how and best practices that we have acquired from our experience with a set of clients across a wider spectrum of clients. Our ability to provide integrated solutions has also helped us gain increased business from existing clients and expand our relationship with them.

We believe our long-standing relationships with our largest customers and the credit quality of our customer base represent two important competitive strengths. Within the food service market segment, we provide supply chain, distribution, logistics, warehousing solutions to major global restaurant chains (QSR segment), depending on their needs operating in India. As per the CARE Report, the Food Service (Chain Market) is expected to grow at a CAGR of 21% till Fiscal 2022. We are the national distribution partner for one of the large QSR client managing all aspects of their supply chain including transportation, warehousing, vendor management, procurement, and inventory management. We believe that our execution capabilities and service quality standards have resulted in long-term relationships with our key, reputable clients.

Domain expertise and technological advantage

We believe that our experience in providing temperature-controlled logistics services across different geographic locations in India and across industry verticals enables us to better conceptualise and execute the supply chain strategies of new clients. In addition, we use modern technology in our operations and we have customised it to suit our operational requirements based on our experience and understanding of our customers' requirements.

Our warehousing infrastructure comprises advanced equipment handling and racking systems. Further, we use software systems such as warehouse management systems, enterprise resource planning (ERP), and a real time data logging system that enables us to monitor temperature compliance in products in our temperature-controlled warehouses and in a majority of our reefer fleets. In addition, a majority of our reefer fleets are equipped with GPS technology for continuous location monitoring and route optimization. We have also implemented integration with customers' systems for automated inventory replenishment for one of our major client. Further, measures such as palletisation of our storage capacity have enhanced our ability to maintain the quality of the products by stacking products in a manner which enables us to employ more efficient inventory management systems such as first-expiry-first-out (FEFO) and first-in-first-out (FIFO).

We have also adopted environmental, social and governance (ESG) safeguards and implemented a comprehensive Environmental and Social Management System (ESMS), conforming to the requirements of the Asian Development Bank.

Talented and experienced senior management team and marquee investor base

Our Promoter, Gaurav Jain, a first-generation entrepreneur has experience of more than two decades in the field of transportation and logistics industry. Under the leadership and guidance of Gaurav Jain, we have been successful in creating a strong presence and footing in the existing market as well as expanding our presence in new and unexplored markets. He has been chosen as an Extraordinaire Brand by Consumers and Industry in Brand vision Summit 2017-2018. He has also been conferred the title of "Logistics Innovator of the Year" by CILT India in April, 2012. He has been recognized by various prestigious forums including the Forbes India Leadership Awards for his contributions to India's logistics industry. Further our senior management team includes executives with experience in their respective domains and having deep relationships with customers, suppliers and vendors.

Further we have been able to attract investments from reputable domestic and international private equity investors such as Feedbridge Equity Holdings Limited and Sabr India Investment Pvt Ltd. We believe that our strong investor base has enhanced our reputation and endorses our strong position in the industry.

BUSINESS STRATEGIES

Leverage on the growth of the organized logistics industry in India, particularly with the implementation of GST

According to the CARE Report, the organized logistics market in India is expected to grow at a CAGR of 19-20% till Fiscal 2022, much faster than the broader logistics market, due to growth in the underlying economy, a shift from unorganized to organized segment, growth of consumer demand outside of Tier 1 and Tier 2 cities, increasing customer sophistication and favourable regulatory changes such as the introduction of GST in India.

This indicates market growth potential for established logistics service providers in India such as us. The introduction of GST in India is expected to improve the performance of logistics across all sub-segments and create multiple opportunities for organized logistics service providers on account of supply chain optimization initiatives by companies in key user industries.

We intend to capitalise on these opportunities in the Indian organized logistics market, given our competitive position. The GST framework eliminates tax incentives for logistics companies to own warehouses in multiple states and is expected to drive the industry towards the hub-and-spoke model provided by organized companies such as ours. We believe that with our asset-light warehouse business model, we are ideally positioned to capitalize on the rapidly evolving supply chain strategies of our customers.

Further, one of the key trends in the logistics industry is food producers, distributors, retailers and e-tailers increasingly outsourcing their temperature-controlled logistics needs to increase efficiency, reduce costs and redeploy capital into core businesses. We anticipate that the GST regime will accelerate this trend and companies will increasingly look to third-party providers such as our Company to meet their temperature-controlled transportation and warehouse storage and service needs. We believe that our ability to offer extensive and integrated network of high-quality temperature-controlled

logistics services with value-added services and our long-standing relationships with leading cold chain participants will enable us to capitalize on this trend.

Strengthen further infrastructure and continue to expand our logistics and warehousing network in an asset-light manner

Our present warehouses are well connected to various manufacturing and consumption clusters in India and has an aggregate warehousing capacity of more than 7,000 pallets. Further we have entered into a long term lease agreement for acquiring built-to-suit temperature-controlled warehouse at Bengaluru which can accommodate upto additional 5,000 pallets. We plan to continue to strengthen our infrastructure to enable us to respond quickly to our customers' changing needs, thereby continually improving the competitiveness of our supply chain solutions. In order to take advantage of the business expansion opportunities offered by the GST regime, we intend to obtain leasehold or license rights over large, multi-user, integrated warehouses in certain specific well-connected and central locations in India. We intend to either lease existing multi-user warehouses or partner with land owners to construct built-to-suit warehouses. These built-to-suit warehouses will be constructed to industry standards of quality, safety, design and scalability. We will have the capability to provide a wide variety of warehousing and value-added services from these multi-user warehouses. We intend to increase our warehousing capacity in a phased and asset-light manner while focusing on the utilization levels of our existing facilities. In our surface logistics services, we intend to expand the reach of our distribution network by way of appointment of franchise partners. This will facilitate increase in the number of our hubs, branches and feeder routes and enable our fleet of technology-enabled vehicles to reach more locations across India. Further to increase our fleet size on asset-light basis, we have entered into agreements with various parties to lease their vehicles for our business operations.

Focus on acquiring reputable, credit-worthy clients by providing integrated, end-to-end solutions and continue to provide additional services to existing clients.

We intend to continue to acquire large revenue clients and provide them with integrated, end-to-end solutions to address all their supply chain and distribution requirements by increasing our focus on our integrated distribution business model as against our fulfilment services business, going forward. We also intend to be judicious in partnering with reputable, credit-worthy clients who are committed to building a long-term relationship with us. We expect that focusing on a few clients will allow us to manage and allocate our resources efficiently and enhance our ability to provide customized solutions. We also believe that this approach will result in increased revenues and a higher rate of renewal of contracts and will allow us to continue to grow our business. Additionally, we will also continue to expand our relationships with our existing clients by offering additional services to them, in line with our vision of becoming a single point of contact for all supply chain and distribution requirements of our customers. We attempt to evaluate our customers' needs on a regular basis which enables us to customize and cross-sell our service offerings.

Continue to explore business opportunities in new industry verticals and business segments

Although we focus on providing our services to the food industry, we also transport and store other products, including nutritional drink products. We intend to explore opportunities for expansion into adjacent industry verticals and business segments that we anticipate will experience growth in the near future. In the short to medium term, these business opportunities include providing integrated temperature-controlled solutions to customers in the pharmaceuticals and frozen foods industry. In the medium to longer term, we also see opportunities to serve the fast-growing ecommerce, online grocery retail and last mile distribution segments, especially for food and near-food products. We believe that we have the required infrastructure, expertise and labour force to add these to our service offerings.

Continue to focus on enhancements in technology

We believe that our technological capabilities play a key role in helping us effectively manage our pan-India operations, maintain operational and fiscal controls, and support our efforts to enhance client service levels. We have made investments in technology over the past several years. We intend to continue to acquire technology systems to increase asset productivity, improve operating efficiencies, and strengthen our competitive position. For eg. the Company plans to invest in/upgrade the IT infrastructure through partial use of Net Proceeds for online tracking of shipments, optimum usage of infrastructure viz: fleets and warehouse, follow FEFO method, batch tracking through barcoding etc. The Company is currently using SAP-B1 for its warehousing activities and the current expenditure planned would be towards the transportation management system and its integration with the WMS system. For details, please see the chapter titled "Objects of the Offer" beginning on page 79 of this DRHP. We will continue to automate major processes in our business to improve process efficiency, reduce costs, and offer a differentiated value proposition to our clients. We source these technologies from third party vendors and new clients.

BUSINESS OPERATIONS

We believe our business model enables us to act as an integrated solutions provider that can comprehensively cover our customers' supply chain, distribution, logistics and warehousing needs. We provide “plug and play” integrated food supply chain and distribution solutions that are scalable to meet the needs of established market leaders as well as new entrants. We believe our services enable our customers to leverage our distribution network, expand rapidly without incurring significant investments in logistics assets, and optimize the performance, cost and efficiency of their supply chains.

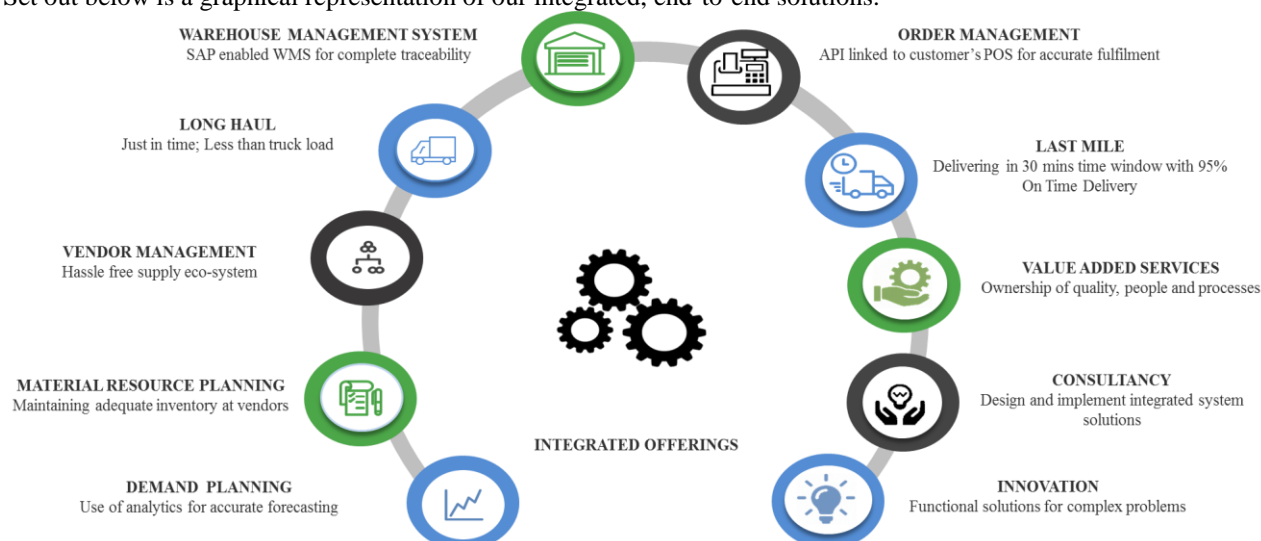
We categorize our business segments into:

1. Integrated Distribution (outsourced end to end supply chain management)
2. Fulfilment Services (elements of supply chain)

Integrated Distribution

Our integrated supply chain and distribution solutions provide a superior value proposition for multinational companies compared to traditional logistics companies..

Set out below is a graphical representation of our integrated, end-to-end solutions.



We are one of the few companies engaged in integrated temperature-controlled food supply chain and distribution, as per the CARE Report. An integrated business model is when the vendor provides transportation and distribution, warehousing and value-added services all bundled into a single contract. The integrated model can be done with the service provider “owning” the inventory on behalf of the client or without inventory ownership. We work under both business models with various QSRs depending on their business philosophies and practices.

In an integrated model, following are the main elements of the logistics chain:

- Long haul movements (from manufacturing plant to distribution centres)
- Warehousing (Multi – temp Storage); and
- Last mile (city transportation movements from distribution centres to outlets).
- Value added service

Since the entire supply chain and distribution is managed by our Group, nearly all the operational people are hired by us to provide value added services on a dedicated basis. These services include:

- Demand Forecasting
- Material Resource Planning

- Quality-checking, un-packaging, kit-building, re-packaging, labeling, promotional bundling and assembling goods, products or materials
- Route planning, re-order level, managing invoices, account payables & providing management information systems to clients
- Dedicated accounts team for payable & receivable management
- Vendor management, sales order processing & inventory management
- Consultancy services such as control tower planning (fleet management), optimisation of vehicles with return loads, optimum inventory management etc.

For example, we are the national distribution partner for one of the large QSR managing all aspects of their supply chain including transportation, warehousing, vendor management, procurement, and inventory management. Value-added services can provide significant revenues in addition to the base rental tariff. However, they require upfront investment into dedicated teams and good control over the entire supply chain. We have invested in the last few years in creating this capability to provide value-added services.

Our key clientele in the integrated segment includes:

- Burger King
- Sapphire Foods (franchisee of Yum Restaurants of KFC)
- Connaught Plaza Restaurants
- Yum Restaurants (Taco Bell)
- Wendy's
- Carl's Jr.
- Barcelos
- Pita-pit
- Belgian Fries

Fulfilment Services

Surface Logistics Business

We have 19 years of experience in surface logistics operations. As at June 30, 2018, we operated more than 800 reefer trucks including 594 owned reefer trucks (operated by us or our franchisee partners). We own vehicles for long-haul primary distribution as well as for secondary distribution. In addition, we use leased vehicles as and when required.

No. of vehicles	Total	%
0-3 years	28	4.71
3-6 years	134	22.56
> 6 years	432	72.73

The vehicles are designed with the flexibility to operate in ambient, chilled or frozen temperature models and can also run as multi-temperature vehicles. Our fleet of temperature-controlled reefer vehicles maintain a temperature-controlled environment to ensure proper handling of perishable products throughout the transportation process. Our reefer trucks are equipped with insulated doors with inner and outer seals and a secure door locking system to maintain internal temperature. Further, the container body floors of our reefer fleets are fitted with gratings to improve the efficacy of return air evaporation and the uniform circulation of air, which are critical to the maintenance of a steady temperature-controlled environment. Our WMS is integrated with customers' enterprise resource planning systems to allow real-time integration.

We track our reefer fleets movements through a dedicated control center on a 24x7 basis. The control center is responsible for tracking the vehicle using its GPS coordinates and to monitor the temperature in the case of temperature-controlled shipments. In case of any breaches of protocol or alarms in the system, the operator will contact the driver immediately. The control center also publishes reports daily on transit status, loading / unloading status, vehicle detention, deep maintenance, driver information, advance placement etc. This center also provides online support to clients to monitor their shipments, and to undertake advanced planning for storage, secondary shipments etc.

Surface logistics can be further divided into long haul transportation and city & mile distribution:

➤ Long Haul Transportation

Long haul movements usually happen from the customer's factory to our/third party distribution centers. In large MNCs, various product lines are produced in a single manufacturing plant from which shipment takes place to various parts of the country. This type of shipment is normally a full truck load and is typically long distance (500 - 2500 KMs) as opposed to partial loading of a truck by multiple clients.

As it is a full truck load movement, trip pricing is based on the vehicle size, load type and route to be served and is negotiated with the customer. The availability of return load from the next nearest point is also a key consideration while determining the pricing with the customer. This also helps our Company to optimize the overall network of transportation based on the slots granted. A typical contract is usually 1 to 3 years in length and is typically renewed after adjusting for expected volumes, frequency of deliveries, inflation, etc.

We generally endeavour to place our own reefer fleets for every trip on a best efforts basis, and if we are unable to do so, we arrange another fleet from the spot market / dedicated third party vendors. The majority of load movement on hired vehicles is in dry load category primarily to service back haul client requirements.

➤ City & Last Mile Distribution

City & Last Mile distribution caters to inner/ inter-city movements (up to 500 kilometers) usually from a customer's distribution center to its regional distributor / retail outlet. Our Company is involved in city distribution since 2009.

Our city distribution business has 3 types of pricing models:

1. Fixed rental payment plus variable payment on kilometer run
2. Variable payment with minimum kilometer run guarantee
3. Variable payment with no minimum kilometer run guarantee.

The secondary distribution contract is usually for 1 to 3 years with an auto renewal clause in certain cases. Additional requirement comes from the clients on account of increase in demand during various festive seasons in India especially during the second half of the financial year. The summer season also brings increased demand of frozen movements like ice-creams and other dairy products.

For all our clients we have appointed a Key Accounts Manager (KAM) who acts as the single point of contact. These KAMs are also responsible of publishing various MIS reports to client at regional and national level which helps monitor the Service Level Agreement (SLA) on placements, temperature and timely delivery. The KAMs act as an intermediary to provide first-hand information to the client and at the same time escalating any problem to right person for quick action on ground.

Key clientele in the surface logistics business includes Sapphire Foods India Private Limited, Nestle India, Jyoti International Foods Private Limited.

Warehousing Business

After establishing our credentials in the temperature-controlled transportation business, we opened our first modern built-to-suit (i.e. leased but dedicated) warehouse in January 2014 in Kundli (Delhi NCR). Adding dedicated warehousing capabilities in a nationwide network enabled us to provide fully integrated solutions to our customers.

Our warehousing solutions cover the complete spectrum of temperature ranges from ambient to chilled and frozen. In addition, we are one of the few service providers with blast freezing capabilities. Blast freezing enables us to reduce the temperature of certain products such as poultry and meat, received in our temperature-controlled warehouse quickly, by subjecting it to -40°C. Our temperature-controlled warehouses are equipped to manage temperatures from -18 °C to +25 °C) with our Kundli I warehousing facility offering blast freezing capabilities as well.

All our temperature-controlled warehouses adhere to strict standards on food safety and hygiene. Our temperature-controlled warehouses are operated under process control systems which help maintain a pre-determined temperature for different products and provide for ERP based inventory management system.

The salient features of our most temperature-controlled warehouses include:

- Multi-facility environment friendly refrigerant - R717 (Ammonia);
- Multi-chamber, multi temperature warehouse to accommodate various products such as dairy products including cheese and butter, confectionaries including chocolates and other frozen food items;
- Modern Pallet racking;
- High reach trucks and modern product handling equipment;
- Rooms designed to accommodate products in temperature range of -40 to +25 °C;
- Adequately illuminated warehouses with special subzero light fittings;
- Complete power backup with multiple generators;
- Uninterrupted, skilled and committed manpower to deal with large set of SKUs from order receiving to dispatch;
- Training and quality interventions to ensure round the year compliance and service levels;
- BRC and FSSA (Food Safety and Standards Act, 2006) certified.

We store our products in pallets that are capable of enduring weights of up to 1 tonne (i.e. 1,000 kg). The G+5 (i.e. ground + 5 levels) racking and pallet system employed by us increases our storage capacity and enables stacking of products. The storing and unloading is done by using forklifts.

Our Kundli-I warehouse has 6 temperature-controlled and 1 dry/ambient docks and capacity for storing approximately 3,500 pallets (each approximately 4m) in different temperature conditions. In addition, we lease space in 4 other warehouses: Kundli-II, Mumbai, Bangalore and Hyderabad for a total of more than 3,500 pallets.

In addition, we have entered into a long-term lease agreement for a new built-to-suit warehouse in Bengaluru having a total capacity of 5,000 pallets. The new warehouse in Bangalore is under construction and is estimated to be operational in April 2019.

Our key clientele in the warehousing segment include Burger King, Sapphire Foods (KFC and Pizza Hut), Yum Restaurants (Taco Bell) and Connaught Plaza Restaurants.

CUSTOMERS

We provide our integrated and fulfilment services to clients across various industry sectors, including:

- Food Services Market;
- Fast-moving consumer goods (FMCG);
- Dairy;
- Ice-cream;
- Confectionaries including chocolates and baked products;
- Frozen food.

Our client-base of more than 40 clients across various industry verticals has enabled us to cross-leverage the know-how and best practices that we have acquired from our experience with a set of clients across a wider spectrum of clients. Our ability to provide integrated supply chain and distribution services has also helped us gain increased business from existing clients and expand our relationship with them.

SALES & MARKETING

We recognize that good client service is integral to our reputation in the 3PL industry and to client loyalty. We have a dedicated sales team which carries out sales calls to potential clients. In order to evaluate potential clients and to comply with internal controls and risk management process, we also place emphasis on carrying out background checks on potential clients. For example, we will request potential clients for relevant documents to understand their credit position, clients or end-consumers and ownership. Our sales and commercial teams participate in the process of assessing whether to accept a new client.

We believe that we have a dedicated sales team, strong business development capabilities and sales lead tracking systems,

which has enabled us to add significant new clients in the past.

COMPETITION

There are several hundred players in the Logistics industry, small and large, organized and unorganized [*Source: CARE Report*]. Amongst the organized players, there are a few large players focused on traditional logistics services as well as temperature-controlled services. However, at the pan-India level, there are very few players who provides integrated food supply chain and distribution solutions which meet the standards of multinationals.

Therefore, we compete against various players in different business segments at the national and regional level. While companies such as Snowman Logistics Limited, Kelvin Cold Chain Logistics Private Limited and Coldstar Logistics Private Limited provide temperature-controlled transportation and warehousing services and other set of logistics companies such as Gati Limited and Mahindra Logistics Limited run a time-sensitive network, we believe that there are very few comparable companies that integrate the two to provide end-to-end temperature controlled integrated food supply chain and distribution services.

We believe that the principal competitive factors include service quality, reliability, price and the ability to understand evolving industry trends as well as the ability to anticipate, understand and address client requirements. The availability and configuration of vehicles and other facilities that are able to comprehensively address varying requirements of different industry segments and specific client needs is also another factor. We believe that our ability to compete effectively is primarily dependent on ensuring consistent service quality and timely services at competitive prices.

EMPLOYEES

We have developed a pool of skilled and experienced personnel. We also contract personnel as well as hire part-time employees and temporary staff to meet our seasonal or specific project needs. As of June 30, 2018, we engaged a total workforce of 346 permanent employees. We gear our training efforts toward developing our personnel to allow for advancement and success within our organization.

Drivers are a critical resource for us. We give significant time and effort in the recruitment, training and retention of our driver partners. Our full time EHS Manager is responsible for the continuous training and development of our driver partners. We have incorporated security procedures and provide induction training to our new driver partners and are further supported by other aspects of fleet safety management system including management and motivation of driver partners through examples, coaching and leadership. We provide training and undertake classroom sessions on driver handbook, vehicle familiarization covering vehicle controls, feedback sessions, safety features and vehicle handling. We also educate our driver partners on defensive driving skills, tiredness and fatigue management, self-awareness, first-aid and HIV/AIDS awareness. We provide training to our driver partners on technologies such as anti-skid and anti-rollover techniques and economical driving by paying drivers on a per km basis to incentivize them to drive the vehicle efficiently thereby leading to higher earnings for themselves. We also conduct regular health checkups with special focus on eye testing and eye related ailments. We also conduct random drug and alcohol tests and training sessions for our driver partners to ensure safe driving.

INFORMATION TECHNOLOGY

Recognising that quality control and supply chain traceability is a matter of focus for producers, suppliers, consumers and the government, we have invested in technology and processes throughout our business such as (i) GPS-enabled fleets that provide real-time visibility of location and temperature compliance. (ii) a warehouse management system to track, process and manage inventory, (iii) integration with customers' systems for automated inventory replenishment, (iv) flexible reefer fleet and warehouse designs to allow optimization as per our customer's requirements and (v) 24x7 control room staffed with trained customer service agents; which has enabled us with traceability of products and the conditions under which such products are transported and stored.

We believe that our technological capabilities play a key role in helping us effectively manage our pan-India operations, maintain operational and fiscal controls, and support our efforts to enhance client service levels. We intend to continue to acquire technology systems to increase asset productivity, improve operating efficiencies, and strengthen our competitive position. We will continue to automate major processes in our business to improve process efficiency, reduce costs, and offer a differentiated value proposition to our clients. We source these technologies from third party vendors for new clients.

ENVIRONMENT, HEALTH AND SAFETY

Our Company takes its role in promoting a clean environment and helping combat climate change very seriously. When conceiving the expansion of our business from a dry transport carrier to temperature-controlled logistics, we identified the problem of food wastage as a major concern threatening food security and environment in our country. Temperature-controlled logistics and warehousing services plays a critical role in preserving the quality of products, increasing product life and reducing the wastage of perishable commodities, hence increasing the productivity of resources used in their production, such as land, water, fertilizers and energy. Our Company is well positioned to be a part of the solution to the problem of poor cold chain infrastructure in India by expanding its fleets and warehouses and by bringing technology solutions to this industry that better enables traceability of products and the conditions under which they are transported and stored.

We have adopted environmental, social and governance (ESG) safeguards and implemented a comprehensive Environmental and Social Management System (ESMS), conforming to the requirements of the Asian Development Bank. We have also appointed a full time EHS Manager with relevant experience in managing EHS risks commensurate with our business and to implement our ESMS. We regularly monitor key metrics such as electricity consumption, fuel consumption, reduction in food spoilage and wastage (leading to indirect CO2 emissions reductions) and usage of improved vehicle fleet and supply chain efficiencies (leading to direct reductions in CO2 emissions).

Due to the nature of our business, we do not directly generate industrial pollutants and do not incur any cost of compliance with applicable environmental protection rules and regulations as at June 30, 2018. We endeavour to follow the health and safety-related rules and regulations set out in applicable central, state and local laws and regulations.

INFRASTRUCTURE FACILITIES

Registered Office, Corporate Office and Warehouses

Infrastructure facilities

Our registered office and Corporate office situated at Delhi and Gurugram and our warehouses located in different cities are well equipped with computer systems, internet connectivity, other communication equipment, security and other facilities like fire safety, CCTV cameras (except for at our registered office), etc. which are required for our business operations.

Power facilities

We meet our power requirements at registered office by purchasing electricity from BSES Rajdhani Power Limited, at corporate offices by Dakshin Haryana Bijli Vitran Nigam.

Our power requirements at warehouses are met through respective state electricity boards and back-up diesel generator sets. Given that electricity is critical for maintaining the integrity and quality of the products warehoused with us, our back-up diesel generators are crucial to our operations.

Water facilities

Adequate arrangements with respect to water requirements for registered and corporate office for drinking purpose is made through local vendor, water suppliers.

Our warehousing solutions cover the complete spectrum of temperature ranges from ambient to chilled and frozen. Our temperature controlled warehouses, built with state-of-the-art technology, are equipped to manage temperatures from +25°C to -18°C. Further we offer blast freezing facilities at our temperature controlled warehouses in Kundli. Blast freezing enables us to reduce the temperature of certain products such as food items like processed meat and burger buns, received in our temperature controlled warehouse quickly, by subjecting it to -40°C.

COLLABORATIONS

As on date of this Draft Red Herring Prospectus, our Company has not entered into any technical or financial collaboration agreements.

INSURANCE

We have obtained insurance coverage in respect of certain risks. Our significant insurance policies consist of, among others, personal accident insurance, Fire floater policy, standard fire and special perils and vehicle insurance in respect of certain of our premises and vehicles. While we believe that we maintain insurance coverage in adequate amounts consistent with size of our business, our insurance policies do not cover all risks, specifically risks like product

defect/liability risk, loss of profits, losses due to terrorism, etc. There can be no assurance that our insurance policies will be adequate to cover the losses in respect of which the insurance has been availed. Our policies are subject to customary exclusions and deductibles.

MATERIAL PROPERTIES

Our registered office is located at 404, 4th Floor, Vishal Tower, District Centre, Janakpuri, New Delhi, West Delhi - 110058, India. Our registered office has been taken on lease.

Our corporate offices are located at-

- (i) Coldex Limited, 705, ILD Trade Centre, Sohna Road Sector-49, Gurugram, Haryana on ownership basis; and
- (ii) Coldex Limited, Piou Maniyari, Narela Road, Kundli 131028, Sonipat, Haryana on lease.



Further, we operate our warehouses through one of our Subsidiaries, Coldex Logistics Private Limited on lease basis. The following table sets forth the list of our operating locations in addition to our registered and corporate office:

Sr. No.	City	Nature of Use
1.	Kundli	Warehouse and Corporate Office
2.	Kundli – II	Warehouse
3.	Hyderabad	Warehouse
4.	Mumbai	Warehouse
5.	Bangalore	Warehouse and Branch Office
6.	Gwalior	Branch Office
7.	Kolkata	Branch Office
8.	Chennai	Branch Office
9.	Mehsana	Branch Office

We also operate through third party agent / customer offices.

INTELLECTUAL PROPERTY

Our Company has obtained registration of the trademark 'ColdEX' logo.

Sr. no.	Description	Applicant	Trademark Number/ Application No./ Registration Certificate Number	Date of issue/ renewal of certificate/Date of Application	Date of expiry	Trade Mark
1.	Certificate of Registration under the Trademarks Act, 1999	The Company	2016367 in Class 39	March 22, 2012 Registered with effect from August 31, 2010	August 31, 2020	
2.	Certificate of Registration under the Trademarks Act, 1999	The Company	2078455 in Class 39	January 8, 2016 Registered with effect from December 31, 2010	December 31, 2020	

For further details please see the chapter titled "Government and Other Statutory Approvals" on page 219 of this DRHP

We also own our domain named www.coldex.in.

KEY INDUSTRY REGULATIONS AND POLICIES

The following description is a summary of certain sector specific laws and regulations in India, which are applicable to us. The information detailed in this chapter has been obtained from publications available in the public domain. The regulations set out below may not be exhaustive, and are only intended to provide general information to the investors and are neither designed nor intended to substitute for professional legal advice.

We are engaged in the business of logistics. Our business is governed by various central and state legislations that regulate the substantive and procedural aspects of the business. We are required to obtain and regularly renew certain licenses/registrations and / or permissions required statutorily under the provisions of various Central and State Government regulations, rules, bye laws, acts and policies.

For details of Government Approvals obtained by us in compliance with these regulations, please see the chapter titled “Government and Other Statutory Approvals” beginning on page 219 of this DRHP.

A. INDUSTRY RELATED LEGISLATIONS:

1. The Carriage by Road Act, 2007

The Carriage by Road Act, 2007 ("Road Carriage Act") and the rules framed thereunder, have been enacted for regulating common carriers, limiting their liability and declaration of value of goods delivered in order to determine their liability for loss of, or damage to, such goods occasioned by the negligence or criminal acts by such carriers, their servants or agents and for incidental matters. The Road Carriage Act defines a "common carrier" as a person engaged in the business of collecting, storing, forwarding or distributing goods to be carried by goods carriages under a goods receipt or transporting for hire of goods from place to place by motorised transport on road, and includes a goods booking company, contractor, agent, broker, and courier agency engaged in the door-to-door transportation of documents, goods or articles utilising the services of a person, either directly or indirectly, to carry or accompany such documents, goods or articles, but does not include the Government. No person can engage in the business of a common carrier unless he has a valid certificate of registration. As per the Carriage by Road Rules, 2011, the liability of a common carrier for loss or damage to any consignment is limited to 10 times of the freight paid, or payable, provided such amount shall not exceed the value of the goods declared in the goods forwarding note.

2. Motor Vehicles Act, 1988

The Motor Vehicles Act, 1988 ("Motor Vehicles Act") imposes the liability on every owner or person responsible for a motor vehicle to ensure that every person who drives the motor vehicle holds an effective driving license. Under the Motor Vehicles Act, the owner of the motor vehicle also bears the responsibility to ensure that the vehicle is registered in accordance with the provisions of the Motor Vehicles Act and the certificate of registration of the vehicle has not been suspended or cancelled and the vehicle carries a registration mark displayed in the prescribed manner. No motor vehicle can be used as a transport vehicle unless the owner of the vehicle has obtained the required permit granted or countersigned by a Regional or State Transport Authority or any prescribed authority authorizing him the use of the vehicle in that place in the manner in which the vehicle is being used.

3. Central Motor Vehicle Rules, 1989

The Central Motor Vehicle Rules provides the rules and procedures for the licensing of drivers, driving schools; registration of motor vehicles and control of transport vehicles through issue of tourist and national permits. It also lays down rules concerning the construction, equipment and maintenance of motor vehicles and insurance of motor vehicles against third party risks.

4. Food Safety and Standards Act, 2006

The Food Safety and Standards Act, 2006 (the "FSS Act") is the primary legislation in India relating to food and the corresponding safety standards. The FSS Act inter-alia mandates that no food business operator shall himself or by any person on his behalf manufacture, store, sell or distribute any article of food:

- a. which is unsafe; or

- b. which is misbranded or sub-standard or contains extraneous matter; or
- c. for which a licence is required, except in accordance with the conditions of the licence; and
- d. which is for the time being prohibited by the Food Authority or the Central Government or the State Government in the interest of public health.

Every person who carries on food business is required to obtain a license under the FSS Act. The Food Safety and Standards Authority of India (“FSSAI”) has been established under the FSS Act.

The FSSAI has the power to regulate and monitor the manufacture, processing, distribution, sale and import of food so as to ensure safe food. It inter-alia has the power to regulate the quality control of articles of food imported in India, limits on use of additives, metals, drugs and anti-biotic in food, certification of bodies engaged in food safety management systems and food labelling standards. The FSSAI is obliged to provide scientific advice and technical support to the Central Government and the State Governments in framing the policies and rules in areas which have a direct or indirect bearing on food safety and nutrition. The FSS Act also provides power to the Food Safety Officer to enter and inspect any place where articles of food are manufactured, or stored for sale, or stored for the manufacture of any other article of food, or exposed or exhibited for sale and where any adulterant is manufactured or kept, and take samples of such articles of food or adulterant for analysis. Further, any person who whether by himself or by any other person on his behalf manufactures for sale or stores or sells or distributes or imports any article of food for human consumption which is sub-standard, shall be liable to a penalty which may extend to five lakh rupees. The FSSAI has also framed the several rules and regulations relating to food safety and standards with regard to sale, packaging and labelling, analysis, additives and contaminants.

5. **The Factories Act, 1948**

The Factories Act regulates occupational safety, health and welfare of workers of the industries, in which 10 or more workers are employed on any day of the preceding 12 months and are engaged in the manufacturing process being carried out with the aid of power. The ambit of the Factories Act includes provisions as to the approval of factory building plans before construction or extension, investigation of complaints, maintenance of registers and the submission of yearly and half-yearly returns.

In addition, there are certain state specific labour laws which also need to be complied with by Indian Companies

B. LABOUR RELATED LEGISLATIONS:

1. **Motor Transport Workers Act, 1961**

The Motor Transport Workers Act, 1961 (“Motor Transport Workers Act”) provides for the welfare of motor transport workers and to regulate the conditions of their work. It applies to every motor transport undertaking employing five or more motor transport workers. Section 2(g) defines ‘Motor transport undertaking’ as a motor transport undertaking engaged in carrying passengers or goods or both by road for hire or reward, and includes a private carrier. The Motor Transport Workers Act prescribes that such motor transport undertakings should be registered under the Act. A ‘motor transport worker’ means a person who is employed in a motor transport undertaking directly or through an agency, whether for wages or not, to work in a professional capacity on a transport vehicle or to attend to duties in connection with the arrival, departure, loading or unloading of such transport vehicle and includes a driver, conductor, cleaner, station staff, line checking staff, booking clerk, cash clerk, depot clerk, time-keeper, watchman or attendant. The Motor Transport Workers Act lays down detailed provisions for regulating work hours, payment of wages and protection of the welfare and health of the employees. Any contravention of a provision regarding employment of motor transport workers is punishable with imprisonment for a term which may extend to three months, or with fine which may extend to five hundred rupees, or with both, and in the case of a continuing contravention with an additional fine which may extend to seventy-five rupees for every day during which such contravention continues after conviction for the first such contravention

2. **Shops and Commercial Establishments Act**

The Company is governed by various shops and establishments legislations, as applicable in the States where its offices are located. The Company has its registered office at 404, 4th Floor, Vishal Tower, District Centre, Janakpuri, New Delhi, West Delhi– 110058, India. These regulations regulate the conditions of work and employment in shops and commercial establishments and generally prescribe obligations in respect of inter alia registration, opening and closing hours, daily and weekly working hours, holidays, leave, health and safety

measures, and wages for overtime work. The following are the acts and rules and regulations thereunder, as are applicable to the Company:

1. Delhi Shops and Commercial Establishments Act, 1954.
2. Madhya Pradesh Shops and Commercial Establishments Act, 1958.
3. Punjab Shops and Commercial Establishments Act, 1958.
4. West Bengal Shops and Commercial Establishments Act, 1963.
5. Karnataka Shops and Commercial Establishments Act, 1961.
6. Maharashtra Shops and Commercial Establishments Act, 1948.
7. Telangana Shops and Commercial Establishments Act, 1988.

3. **The Contract Labour (Regulation and Abolition) Act, 1970**

The Contract Labour (Regulation and Abolition) Act, 1970 (“CLRA”) requires establishments that employ or employed on any day in the previous twelve months, twenty or more workmen as contract labour to be registered and prescribes certain obligations with respect to the welfare and health of contract labour. The CLRA requires the principal employer of an establishment to which the CLRA applies to make an application to the registering officer in the prescribed manner for registration of the establishment. In the absence of registration, contract labour cannot be employed in the establishment. Likewise, every contractor to whom the CLRA applies is required to obtain a license and not to undertake or execute any work through contract labour except under and in accordance with the license issued. To ensure the welfare and health of the contract labour, the CLRA imposes certain obligations on the contractor in relation to establishment of canteens, rest rooms, drinking water, washing facilities, first aid facilities, other facilities and payment of wages. However, in the event the contractor fails to provide these amenities, the principal employer is under an obligation to provide these facilities within a prescribed time period. Penalties, including both fines and imprisonment, may be levied for contravention of the provisions of the CLRA. Contract Labour (Regulation and Abolition) Central Rules, 1971 are formulated to carry out the purpose of the CLRA.

4. **Fatal Accidents Act, 1855**

The Fatal Accidents Act provides that whenever the death of a person is caused by a wrongful act, neglect or default, such that, if death had not ensued, the act would have entitled the injured party to maintain an action and recover damages in respect thereof, the party who would have been liable if death had not ensued, shall be liable to an action or suit for damages, notwithstanding the death of the person injured.

5. **The Employees State Insurance Act, 1948**

The Employees State Insurance Act, 1948 (“ESI Act”) provides for certain benefits to employees in case of sickness, maternity and employment injury. All employees in establishments covered by the ESI Act are required to be insured, with an obligation imposed on the employer to make certain contributions in relation thereto. Employers of factories and establishments covered under the ESI Act are required to pay contributions to the Employees State Insurance Corporation, in respect of each employee at the rate prescribed by the Central Government. Companies which are controlled by the Government are exempt from this requirement if employees receive benefits similar or superior to the benefits prescribed under the ESI Act. In addition, the employer is also required to register itself under the ESI Act and maintain prescribed records and registers.

6. **Employees Provident Fund and Miscellaneous Provisions Act, 1952**

Under the Employees Provident Fund and Miscellaneous Provisions Act, 1952 (“EPF Act”), compulsory provident fund, family pension fund and deposit linked insurance are payable to employees in factories and other establishments. The legislation provides that an establishment employing more than 20 (twenty) persons, either directly or indirectly, in any capacity whatsoever, is either required to constitute its own provident fund or subscribe to the statutory employee’s provident fund. The employer of such establishment is required to make a monthly contribution to the provident fund equivalent to the amount of the employee’s contribution to the provident fund. There is also a requirement to maintain prescribed records and registers and filing of forms with the concerned authorities. The EPF Act also prescribes penalties for avoiding payments required to be made under the abovementioned schemes.

7. **The Employees' Compensation Act, 1923**

The Employees' Compensation Act, 1923 has been enacted with the object to provide compensation to workmen by employers for injuries caused by accident(s) arising out of and in the course of employment, and for occupational diseases resulting in death or disablement. In case the employer fails to pay the compensation under the provisions of the Employees' Compensation Act, 1923 within 1 (one) month from the date it falls due, the employer may be directed to pay the compensation along with the interest.

8. **Equal Remuneration Act, 1976**

Equal Remuneration Act, 1976 provides for payment of equal remuneration to men and women workers and for prevention discrimination, on the ground of sex, against female employees in the matters of employment and for matters connected therewith.

9. **Maternity Benefit Act, 1961**

The purpose of Maternity Benefit Act, 1961 is to regulate the employment of pregnant women and to ensure that they get paid leave for a specified period before and after child birth. It provides, *inter-alia*, for payment of maternity benefits, medical bonus and enacts prohibitions on dismissal, reduction of wages paid to pregnant women, etc.

10. **The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013**

The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 ("SHWW Act") provides for the protection of women at work place and prevention of sexual harassment at work place. The SHWW Act also provides for a redressal mechanism to manage complaints in this regard. Sexual harassment includes one or more of the following acts or behavior namely, physical contact and advances or a demand or request for sexual favors or making sexually coloured remarks, showing pornography or any other unwelcome physical, verbal or non-verbal conduct of sexual nature. The SHWW Act makes it mandatory for every employer of a workplace to constitute an Internal Complaints Committee which shall always be presided upon by a woman. It also provides for the manner and time period within which a complaint shall be made to the Internal Complaints Committee i.e. a written complaint is to be made within a period of 3 (three) months from the date of the last incident. If the establishment has less than 10 (ten) employees, then the complaints from employees of such establishments as also complaints made against the employer himself shall be received by the Local Complaints Committee. The penalty for non-compliance with any provision of the SHWW Act shall be punishable with a fine extending to ₹50,000/-

11. **The Payment of Wages Act, 1936**

The Payment of Wages Act, 1936 ("PW Act") is applicable to the payment of wages to persons in factories and other establishments. PW Act ensures that wages that are payable to the employee are disbursed by the employer within the prescribed time limit and no deductions other than those prescribed by the law are made by the employer.

12. **The Minimum Wages Act, 1948**

The Minimum Wages Act, 1948 ("MW Act") came in to force with the objective to provide for the fixation of a minimum wage payable by the employer to the employee. Under the MW Act, the appropriate government is authorised to fix the minimum wages to be paid to the persons employed in scheduled or non-scheduled employment. Every employer is required to pay not less than the minimum wages to all employees engaged to do any work whether skilled, unskilled, and manual or clerical (including out- workers) in any employment listed in the schedule to the MW Act, in respect of which minimum rates of wages have been fixed or revised under the MW Act.

13. **The Payment of Bonus Act, 1965**

The Payment of Bonus Act provides for payment of the minimum bonus to factory employees and every other establishment in which 20 or more persons are employed during an accounting year and requires the maintenance of certain books and registers and filing of monthly returns showing computation of allocable surplus, the set on and set off of allocable surplus and details of bonus due to the employees.

14. **Payment of Gratuity Act, 1972**

The Payment of Gratuity Act, 1972 applies to every shop or establishment within the meaning of any law for the time being in force in relation to shops and establishments in a State, in which ten or more persons are employed, or were employed, on any day of the preceding twelve months. It provides for payment of gratuity to the employees who have put in a continuous service of five years, in the event of their superannuation, retirement, resignation, death or disablement due to accident or disease: Provided that the completion of continuous service of five years shall not be necessary where the termination of the employment of any employee is due to death or disablement. Gratuity is calculated at the rate of 15 days' wages for every completed year of service with the employer. Presently, an employer is obliged for a maximum gratuity pay out of ₹10, 00,000 for an employee.

C. TAX RELATED LEGISLATIONS:

1. **Income-tax Act, 1961**

Income-tax Act, 1961 ("IT Act") is applicable to every company, whether domestic or foreign whose income is taxable under the provisions of this Act or Rules made there under depending upon its 'Residential Status' and 'Type of Income' involved. Every assessee, under the IT Act, which includes a company, is required to comply with the provisions thereof, including those relating to tax deduction at source, advance tax, minimum alternative tax and like.

2. **Central Goods and Services Tax Act, 2017**

The Central Goods and Services Tax Act, 2017 ("CGST Act") regulates the levy and collection of tax on the intra-State supply of goods and services by the Central Government or State Governments. The CGST Act amalgamates a large number of Central and State taxes into a single tax. The CGST Act mandates every supplier providing the goods or services to be registered within the State or Union Territory it falls under, within 30 days from the day on which he becomes liable for such registration. Such registrations can be amended, as well as cancelled by the proper office on receipt of application by the registered person or his legal heirs. There would be four tax rates namely 5%, 12%, 18% and 28%. The rates of GST applied are subject to variations based on the goods or services.

3. **Integrated Goods and Services Tax Act, 2017**

Integrated Goods and Services Tax Act, 2017 ("IGST Act") is a Central Act enacted to levy tax on the supply of any goods and/ or services in the course of inter-State trade or commerce. IGST is levied and collected by Centre on interstate supplies. The IGST Act sets out the rules for determination of the place of supply of goods. Where the supply involves movement of goods, the place of supply shall be the location of goods at the time at which the movement of goods terminates for delivery to the recipient. The IGST Act also provides for determination of place of supply of service where both supplier and recipient are located in India or where supplier or recipient is located outside India. The provisions relating to assessment, audit, valuation, time of supply, invoice, accounts, records, adjudication, appeal etc. given under the CGST Act are applicable to IGST Act

4. **The Customs Act, 1962 and the Customs Tariff Act, 1975**

The provisions of the Customs Act, 1962 and Rules made there under are applicable at the time of import of goods into India from a place outside India or at the time of export of goods out of India to a place outside India. The Customs Tariff Act, 1975 provides the rates at which duties of customs will be levied under the Customs Act, 1962.

5. **Professional Tax**

The professional tax slabs in India are applicable to those citizens of India who are either involved in any profession or trade. The State Government of each State is empowered with the responsibility of structuring as well as formulating the respective professional tax criteria and is also required to collect funds through professional tax. The professional taxes are charged on the incomes of individuals, profits of business or gains in vocations. The professional tax is charged as per the List II of the Constitution. The professional taxes are classified under various tax slabs in India. The tax payable under the State Acts by any person earning a salary or wage shall be deducted by his employer from the salary or wages payable to such person before such salary or wages is paid to him, and such employer shall, irrespective of whether such deduction has been made or not when the salary and wage is paid to such persons, be liable to pay tax on behalf of such person and employer has to obtain the registration from the

assessing authority in the prescribed manner. Every person liable to pay tax under these Acts (other than a person earning salary or wages, in respect of whom the tax is payable by the employer), shall obtain a certificate of enrolment from the assessing authority.

6. **Central Excise Act, 1944**

The Central Excise Act, 1944 (“Central Excise Act”) consolidates and amends the law relating to Central Duties of Excise on goods manufactured or produced in India. Excisable goods under the Act means goods specified in the Schedule to the Central Excise Tariff Act, 1985 as being subject to duty of excise. Factory means any premises, including the precincts thereof, wherein or in any part of which excisable goods are manufactured, or wherein or in any part of which any manufacturing process connected with the production of these goods being carried on or is ordinarily carried out. Under the Act a duty of excise is levied on all excisable goods, which are produced or manufactured in India as and at the rates set forth in the First Schedule to the Central Excise Tariff Act, 1985.

D. OTHER LEGISLATIONS:

1. **Transfer of Property Act, 1882**

The transfer of property, including immovable property, between living persons, as opposed to the transfer property by operation of law, is governed by the Transfer of Property Act, 1882 (“T.P. Act.”). The T.P. Act establishes the general principles relating to the transfer of property, including among other things, identifying the categories of property that are capable of being transferred, the persons competent to transfer property, the validity of restrictions and conditions imposed on the transfer and the creation of contingent and vested interest in the property. Transfer of property is subject to stamping and registration under the specific statutes enacted for the purposes which have been dealt with hereinafter. The T.P. Act recognizes, among others, the following forms in which an interest in an immovable property may be transferred.

Sale: The transfer of ownership in property for a price, paid or promised to be paid.

Mortgage: The transfer of an interest in property for the purpose of securing the payment of a loan, existing or future debt, or performance of an engagement which gives rise to a pecuniary liability. The T.P. Act recognises several forms of mortgages over a property.

Charges: Transactions including the creation of security over property for payment of money to another which are not classifiable as a mortgage. Charges can be created either by operation of law, e.g. decree of the court attaching to specified immovable property, or by an act of the parties.

Leases: The transfer of a right to enjoy property for consideration paid or rendered periodically or on specified occasions.

Leave and License: The transfer of a right to do something upon immovable property without creating interest in the property. Further, it may be noted that with regards to the transfer of any interest in a property, the transferor transfers such interest, including any incidents, in the property which he is capable of passing and under the law, he cannot transfer a better title than he himself possesses.

2. **Consumer Protection Act 1986**

The Consumer Protection Act, 1986 (“Consumer Protection Act”) was enacted to provide speedy and simple redressal to consumer disputes through quasi-judicial machinery set up at district, state and national level. The provisions of the Consumer Protection Act cover products as well as services.

3. **The Registration Act, 1908**

The Registration Act, 1908 (“Registration Act”) was passed to consolidate the enactments relating to the registration of documents. The main purpose for which the Registration Act was designed was to ensure information about all deals concerning land so that correct land records could be maintained. The Registration Act is used for proper recording of transactions relating to other immovable property also. The Registration Act provides for registration of other documents also, which can give these documents more authenticity. Registering authorities have been provided in all the districts for this purpose

4. The Indian Contract Act, 1872

The Indian Contract Act, 1872 (“Contract Act”) codifies the way in which a contract may be entered into, executed, implementation of the provisions of a contract and effects of breach of a contract. A person is free to contract on any terms he chooses. The Contract Act consists of limiting factors subject to which contract may be entered into, executed and the breach enforced. It provides a framework of rules and regulations that govern formation and performance of contract. The contracting parties themselves decide the rights and duties of parties and terms of agreement.

5. The Specific Relief Act, 1963

The Specific Relief Act, 1963 (“Specific Relief Act”) is complimentary to the provisions of the Contract Act and the Transfer of Property Act, as the Act applies both to movable property and immovable property. The Specific Relief Act applies in cases where the Court can order specific performance of a contract. Specific relief can be granted only for purpose of enforcing individual civil rights and not for the mere purpose of enforcing a civil law. Specific performance’ means Court will order the party to perform his part of agreement, instead of imposing on him any monetary liability to pay damages to other party.

6. The Companies Act, 2013

The Companies Act, 2013 (“Companies Act”), has been introduced to replace the existing Companies Act, 1956 in a phased manner. The Companies Act deals with laws relating to companies and certain other associations. The Companies Act primarily regulates the formation, financing, functioning and winding up of companies. The Companies Act prescribes regulatory mechanism regarding all relevant aspects, including organizational, financial and managerial aspects of companies. It deals with issue, allotment and transfer of securities and various aspects relating to company management. It provides for standard of disclosure in public issues of capital, particularly in the fields of company management and projects, information about other listed companies under the same management, and management perception of risk factors.

7. Competition Act, 2002

The Competition Act, 2002 (“Competition Act”) aims to prevent anti-competitive practices that cause or are likely to cause an appreciable adverse effect on competition in the relevant market in India. The Competition Act regulates anti-competitive agreements, abuse of dominant position and combinations. The Competition Commission of India (“Competition Commission”) which became operational from May 20, 2009 has been established under the Competition Act to deal with inquiries relating to anti-competitive agreements and abuse of dominant position and regulate combinations. The Competition Act also provides that the Competition Commission has the jurisdiction to inquire into and pass orders in relation to an anti-competitive agreement, abuse of dominant position or a combination, which even though entered into, arising or taking place outside India or signed between one or more non-Indian parties, but causes an appreciable adverse effect in the relevant market in India

8. The Trade Marks Act, 1999

Under the Trademarks Act, 1999 (“Trademarks Act”), a trademark is a mark capable of being represented graphically and which is capable of distinguishing the goods or services of one person from those of others used in relation to goods and services to indicate a connection in the course of trade between the goods and some person having the right as proprietor to use the mark. A ‘mark’ may consist of a device, brand, heading, label, ticket, name signature, word, letter, numeral, shape of goods, packaging or combination of colors or any combination thereof. Section 18 of the Trademarks Act requires that any person claiming to be the proprietor of a trade mark used or proposed to be used by him, must apply for registration in writing to the registrar of trademarks. The trademark, once applied for and which is accepted by the Registrar of Trademarks (“the Registrar”), is to be advertised in the trademarks journal by the Registrar. Oppositions, if any, are invited and, after satisfactory adjudications of the same, a certificate of registration is issued by the Registrar. The right to use the mark can be exercised either by the registered proprietor or a registered user. The present term of registration of a trademark is 10 (ten) years, which may be renewed for similar periods on payment of a prescribed renewal fee.

9. The Legal Metrology Act, 2009

The Legal Metrology Act, 2009 (“Legal Metrology Act”) has replaced the Standards of Weights and Measures Act, 1976. The Legal Metrology 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 Legal Metrology Act provides that for prescribed specifications all weights and measures should to be based on metric system only.

REGULATIONS REGARDING FOREIGN INVESTMENT

Foreign Exchange Management Act, 1999

Foreign investment in companies in the logistics industry is governed by the provisions of the Foreign Exchange Management Act, 1999 (“**FEMA**”) read with the applicable regulations. The Department of Industrial Policy and Promotion (“**DIPP**”), Ministry of Commerce and Industry has issued the Consolidated FDI Policy which consolidates the policy framework on Foreign Direct Investment (“**FDI Policy**”), with effect from August 28, 2017. The FDI Policy consolidates and subsumes all the press notes, press releases, and clarifications on FDI issued by DIPP till August 27, 2017. All the press notes, press releases, clarifications on FDI issued by DIPP till August 27, 2017 stand rescinded as on August 28, 2017.

In terms of the FDI Policy, foreign investment is permitted (except in the prohibited sectors) in Indian companies either through the automatic route or the Government route, depending upon the sector in which foreign investment is sought to be made. In terms of the FDI Policy, the work of granting government approval for foreign investment under the FDI Policy and FEMA Regulations has now been entrusted to the concerned Administrative Ministries/Departments.

FDI for the items or activities that cannot be brought in under the automatic route may be brought in through the approval route. Where FDI is allowed on an automatic basis without the approval of the Government, the RBI would continue to be the primary agency for the purposes of monitoring and regulating Foreign Investment. In cases where Government approval is obtained, no approval of the RBI is required except with respect to fixing the issuance price, although a declaration in the prescribed form, detailing the foreign investment, must be filed with the RBI once the foreign investment is made in the Indian company.

The RBI, in exercise of its power under the FEMA, has also notified the Foreign Exchange Management (Transfer or Issue of Security by a Person Resident outside India) Regulations, 2017 to prohibit, restrict or regulate, transfer by or issue security to a person resident outside India. The FDI Policy issued by the DIPP does not prescribe any cap on the foreign investments in the sector in which the Company operates. Therefore, foreign investment up to 100% is permitted in the Company under the automatic route. No approval of the RBI is required for such allotment of equity Shares under this Issue. The Company will be required to make certain filings with the RBI after the completion of the Issue. RBI has also issued the Master Directions on Foreign Investment in India dated January 12, 2018. In terms of the Master Directions, an Indian company may issue fresh shares to persons resident outside India (who are eligible to make investments in India, for which eligibility criteria are as prescribed). Such Issue of shares shall be subject to inter-alia, the pricing guidelines prescribed under the Master Directions. As mentioned above, the Indian company making such issue of shares would be subject to the reporting requirements, inter-alia with respect to consideration for issue of shares and also subject to making certain filings.

HISTORY AND CERTAIN CORPORATE MATTERS

Our Company was originally incorporated under the provisions of the Companies Act, 1956 as Swastik Roadlines Private Limited at Gwalior on March 30, 1999 as a private limited Company vide certificate of incorporation issued by Registrar of Companies, Madhya Pradesh, Gwalior. Pursuant to a special resolution passed by the shareholders of our Company at the extra-ordinary general meeting held on May 10, 2018, the name of our Company was changed to Coldex Private Limited and a Certificate of Incorporation pursuant to change of name dated June 18, 2018 has been issued by Registrar of Companies, Delhi. Subsequently, our Company was converted into a public limited company pursuant to approval of the shareholders at an extraordinary general meeting held on June 19, 2018 and consequently, the name of our Company was changed to Coldex Limited and a Fresh Certificate of Incorporation consequent upon conversion reflecting the new name was issued by the Registrar of Companies, Delhi on July 5, 2018. The Corporate Identity Number of our Company is U63090DL1999PLC271369.

Corporate profile of our Company

For information on our Company's business profile, activities, services, managerial competence, and customers, see chapters titled "Our Management", "Our Business" and "Industry Overview" beginning on pages 143, 118 and 96, respectively of this DRHP.

Changes in Registered Office of the Company since incorporation

The registered office of our Company is situated at 404, 4th Floor, Vishal Tower, District Centre, Janakpuri, New Delhi, West Delhi – 110058, India.

Except as disclosed below, there has been no change in the registered office of our Company since the date of our incorporation:

Date	Details of registered office	Reason for change
At incorporation	38, New Kherapati Colony, Gwalior, 477002	-
November 1, 2005	Change in address from 38, New Kherapati Colony, Gwalior to 19-A/415, Opp. Parking No. 6, Transport Nagar, Gwalior, Madhya Pradesh.	For expansion of the business operations.
July 25, 2014	Change in address from 19-A/415, Opp. Parking No. 6, Transport Nagar, Gwalior, Madhya Pradesh to RZA 144 Block A Road no 4, Street No 9 Mahipalpur Extn, New Delhi - 110037.	To enlarge the area of operations and ease the operational difficulties as majority of the clients of the Company were based out of Delhi/Gurgaon and to move closer to the warehouse of the Company at Kundli for operational convenience.
February 21, 2017	Change in address from RZA 144, Block A Road No.4, Street No 9 Mahipalpur Extn, New Delhi to 404, 4 th Floor, Vishal Tower, District Centre, Janakpuri, New Delhi, West Delhi, - 110058, India.	Administrative convenience.

Major events in the History of our Company

Year	Milestone
April, 1999	Takeover of Swastik Roadways by our Company
2005	Commencement of Cold Chain Transportation Long Haul
December, 2010	Investment by Feedbridge Equity Holdings Limited
April, 2013	Commencement of warehousing business under ColdEX Logistics Private Limited, one of the subsidiaries of our Company.
February, 2014	Commencement of cold chain transport operations and integrated distribution.
March, 2016	Investment by SABR India Investment Pvt Ltd

Awards and accreditations received by our Company

Year	Award/Accreditation
2011	Best Maintenance Practice Award (J K Tyre)
2011	Supplier Of The Year (Yum) Award
2012	Best Service Level Certificate (Cadbury) Award
2013	Logistics Excellence Award – GlaxoSmithKline Consumer Healthcare, India
2014	Winning Together 2009 – Mars – for association since 2009

Awards and accreditations received by our Subsidiary, ColdEx Logistics Private Limited

Year	Award/Accreditation
2013	CII –Excellent Position in Cold Chain Category SCALE - Award
2014	Frost & Sullivan Voice of Customer Award
2014	Collaborative Partner of the Year Award by Yum
2014	CII – Exemplary Position in Cold Chain Category - SCALE Award
2015	Frost & Sullivan Choice of the Customer Award
2015	Strategic Partnership Award (Burger King)
2015	CII – Excellent Position in Supply Chain and Logistics - SCALE Award
2016	CII – Scale Supply Chain Award
2016	ICC Supply Chain and Logistics Excellence Award – Integrated Cold Chain Operator
2016	Collaborative Partner of the Year Award (Yum)
2017	Franchisee India – Supplier of the Year
2018	Partner of the Year Award from Burger King

Acquisition of Businesses / Undertakings

The Company has not made any material acquisitions or divestments of businesses / undertakings in the last 10 (ten) years.

Details of Merger/Amalgamation

There has been no merger/amalgamation pertaining to our Company.

Revaluation of assets

Our Company has not revalued its assets in the last 10 (ten) years.

Our Main Objects:

The main objects of our Company as stated in the Memorandum of Association are:

1. To carry on the business of multimodel transport operators, running lorries, cranes, trucks and all kinds of vehicles and do the transportation business by road, rail, air as general carriers, forwarding agents handling and haulage contractors, passenger transport, liquid transportation by own, hiring, leading of all types of automobile vehicles including bus, coach, truck, trailers, refrigerated vans either on commission otherwise.
2. To take over the business of M/s Swastik Roadways.

Amendments to our Memorandum of Association

The following changes have been incorporated in our Memorandum of Association of our Company, after approval of our members in the past ten years:

Sr. No.	Particulars of changes in the Memorandum of Association of the Company	Date of Shareholders' meeting	AGM/ EGM
1.	The authorized share capital of the company was increased from ₹ 10,00,000 divided into 1,00,000 equity shares of ₹ 10/- each to ₹ 75,00,000 divided into 7,50,000 equity shares of ₹ 10/- each.	January 31, 2007	EGM
2.	The authorized share capital of the company was increased from ₹75,00,000/- divided into 7,50,000 equity shares to ₹1,00,00,000/- divided into 10,00,000 equity shares of ₹10/- each.	February 25, 2008	EGM
3.	The authorized share capital of the Company was increased from ₹ 1,00,00,000 divided into 10,00,000 equity shares to ₹ 3,00,00,000 divided into 30,00,000 equity shares of ₹10/- each.	October 11, 2010	EGM
4.	Clause II of the MOA amended to substitute the following: 'The Registered Office of the Company will be situated in the State of Delhi'.	January 22, 2014	EGM
5.	The authorized share capital of the Company increased from ₹ 3,00,00,000/- divided into 30,00,000 equity shares of ₹ 10/- each to ₹5,00,00,000/- divided into 36,50,000 equity shares of ₹10/- each; and 3,37,500 Compulsory Convertible Preference Shares of ₹40/- each	February 16, 2016	EGM
6.	Clause I of the MOA amended to reflect the change in name of the Company to Coldex Private Limited.	May 10, 2018	EGM
7.	Clause I of the MOA amended to reflect the change in name of the Company to Coldex Limited.	June 19, 2018	EGM
8.	The authorized share capital of the company increased from ₹ 5,00,00,000/- divided into 36,50,000 Equity Shares of ₹ 10/- each and 3,37,500 Compulsory Convertible Preference shares of ₹40/- each to ₹ 15,00,00,000 divided into 1,36,50,000 Equity Shares of ₹ 10/- each and 3,37,500 Compulsory Convertible Preference shares of ₹40/- each.	July 2, 2018	EGM
9.	Clause V of the MOA amended to be read as "The authorized share capital of the Company is ₹150,000,000 divided into 13,650,000 Equity Shares of ₹ 10 and 3,37,500 Compulsory Convertible Preference Shares of ₹ 40/- each with the power to issue new shares upon such terms and conditions and to attach thereto such preferential, priority, deferred, qualified or special rights, privileges, conditions or restrictions as may be determined by or in accordance with Companies Act 2013 and to vary, modify or abrogate such rights, privileges, conditions or restrictions in such manner as may be provided in the Companies Act 2013."	July 2, 2018	EGM
10.	Amendment to Clause III(B) by replacing existing sub-clause 2 with the following clause: "To enter into partnership or into any arrangement for sharing profits interest of Union cartels Co-operation., joint venture reciprocal concession or amalgamate, absorb or merge with any person or company carrying on or engaged in or about to carry on or engage in any business or transaction capable of being carried or being carried or conducted so directly or indirectly to benefit this company or whether or not having objects similar as of the company and to lend money to or guarantee the contracts of or otherwise assist any such person or company and to take or otherwise acquire shares and securities of any such company or any other company having object altogether or in part similar to those of this Company or which may be conducive to the Company to sell, hold, reissue with or without guarantee or otherwise deal with the same."	July 2, 2018	EGM
11.	Clause III(B) of MOA amended to add new sub-clause 31 as follows: "To buy, acquire, lease property, warehouse for the	July 2, 2018	EGM

	purpose of storage of food materials and for other business activities as and when required by the Company.”		
12.	The Company reclassified the authorized share capital from ₹ 15,00,00,000 divided into 1,36,50,000 Equity Shares of ₹10/- each and 3,37,500 Compulsory Convertible Preference shares of ₹40/- each to ₹15,00,00,000 divided into 1,50,00,000 Equity Shares of ₹10 each.	August 10, 2018	EGM

Our Holding Company

We do not have a holding company as on the date of this DRHP.

Our Subsidiaries

CLPL and CityEx are subsidiaries of our Company. For details regarding subsidiaries including nature of business, capital structure, shareholding of our Company in the subsidiaries, accumulated profits and losses of the subsidiaries not accounted for by the Company, please see the chapter titled ‘Our Subsidiaries’ beginning on page 160 of this DRHP.

Significant financial or strategic partnerships

Our Company has not entered into any significant financial or strategic partnerships.

Capacity/facility creation, location of plants

For details pertaining to facility creation, location of plants, please see the chapter titled “Our Business” beginning on page 118 of this DRHP.

Time/cost overrun in setting up projects

The nature of our business does not include implementation of projects and therefore there has been no time and cost overruns on the date of this DRHP.

Defaults or Rescheduling of Borrowings with Financial Institutions/Banks

In the past, our Company had made certain defaults in the repayment of principal loan amount and the interest amount thereon on to certain banks and a financial institution with such defaults being delays in payments ranging from 0-60 days. However, our Company has not entered into any settlements with the relevant lenders since the requisite amounts were eventually paid by our Company. Further, no proceedings were instituted against our Company for any such defaults. For details of such defaults, please refer to “Annexure VI, Note (i)(b) on page F-35 under chapter titled “Restated Financial Information” beginning on page 167 of this DRHP. Except as stated above, our Company is not in default or in the process of rescheduling in respect of any borrowings with financial institutions/banks. Further, none of our loans have been converted into equity shares.

Shareholders Agreement and Other Agreements

Share Subscription Agreement and Shareholders’ Agreement entered into between SABR India Investment Pvt Ltd, the Promoters and certain others.

Our Company has entered into a Subscription Agreement dated February 15, 2016 (“SA”) with SABR India Investment Pvt Ltd (“SABR”), the Promoters and certain others under which the SABR has subscribed to 3,11,871 (Three Lakhs Eleven Thousand Eight Hundred and Seventy One) compulsorily convertible preference shares of the Company (CCPS) on terms and conditions mentioned in the SA. Our Company, SABR, its Promoters and certain others have also entered into a Shareholder’s Agreement dated February 15, 2016 (“SHA”) simultaneously with the SA to set out the rights and obligations of the various parties in the Company.

The CCPS were converted into 1,247,484 Equity Shares on August 2, 2018 and as on date, there are no outstanding CCPS. The SA and SHA were amended through a Letter Agreement dated March 16, 2016, a Letter Agreement dated July 25, 2018 and a Letter Agreement dated September 11, 2018 respectively.

The SHA grants SABR certain rights in our Company, such as: (i) right to appoint nominee directors on our Board and on the board of our Subsidiaries; (ii) affirmative voting rights in relation to reserved matters such as creation of joint ventures, mergers, declaration of dividend beyond a stipulated limit, incurring of indebtedness beyond a stipulated limit, winding-up or dissolution of our Company, change in statutory and internal auditors, change in registered office of our Company and entering into any contracts with a financial liability beyond a stipulated limit; (iii) restriction on our Company to issue Equity Shares to third parties without the prior consent of SABR; (iv) exit rights and (v) information rights.

The SHA shall terminate upon SABR ceasing to hold Equity Shares of the Company or upon mutual termination by the parties thereto. The SA and SHA were amended through a Letter Agreement dated July 25, 2018 and a Letter Agreement dated September 11, 2018 respectively. Further, in terms of the aforesaid Letter Agreement dated September 11, 2018, the SHA shall stand automatically terminated on the date of commencement of listing and trading of the Equity Shares of Company pursuant to the Offer, however the right of SABR in relation to appointment of a nominee director and certain accrued rights/obligations of the parties shall survive the termination of the SHA and the consummation of the Offer. The amendments made to the SHA under the Letter Agreement dated September 11, 2018 shall cease to be valid if, (a) date of commencement of listing and trading of the Equity Shares of Company on any recognised stock exchange in India pursuant to the Offer does not occur on or before the expiry of 6 (six) months from the date of filing of the Draft Red Herring Prospectus in relation to the Offer with SEBI, or (b) failure or withdrawal of the Offer for any reason whatsoever, or (c) the Offer Agreement, is terminated in accordance with its terms, whichever is earlier. In such event, the provisions of the SHA shall be reinstated as of the date immediately prior to September 11, 2018.

Notwithstanding the termination of the SHA, so long as the Selling Shareholder holds at least 5% of the fully diluted paid-up Equity Share capital of our Company, they shall retain the right to nominate one Director on our Board, provided that this right shall be subject to the approval of the Shareholders subsequent to the consummation of the Offer, through a special resolution.

Share Purchase Agreement in respect of Equity Shares held by Arihant Roadlines (India) Private Limited

Our Company, SABR (therein referred as “Purchaser”) and Arihant Roadlines (India) Private Limited (therein referred as “Seller”) have entered into a Share Purchase Agreement dated February 15, 2016 (“**Arihant SPA**”) under which inter-alia SABR has purchased 27,289 (Twenty Seven Thousand Two Hundred and Eighty Nine) Equity Shares of the Company from Arihant Roadlines (India) Private Limited.

Further, our Company, SABR (therein referred as “Purchaser”) and Arihant Roadlines (India) Private Limited have executed a Letter Agreement dated March 16, 2016 amending the aforesaid SA, SHA and Arihant SPA.

Share Purchase Agreement in respect of Equity Shares held by Feedbridge Equity Holdings Limited

Our Company, SABR (therein referred as “Purchaser”) and Feedbridge Equity Holdings Limited (therein referred as “Seller”) have entered into a Share Purchase Agreement dated February 15, 2016 (“**Feedbridge SPA**”) under which inter-alia SABR has purchased 3,81,635 (Three Lakhs Eighty One Thousand Six Hundred and Thirty Five) Equity Shares of the Company from Feedbridge Equity Holdings Limited.

Pursuant to the SA, the amendments thereto and the SPA, SABR holds 41.83% of the equity share capital of the Company, as on the date of this DRHP.

Agreements with key managerial personnel or a Director or Promoter or any other employee of the Company

There are no agreements entered into by key managerial personnel or a Director or Promoter or any other employee of the 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 the Company.

Guarantees given by Promoters offering its shares in the Offer for Sale

None of our Promoters are offering any of the Equity Shares held by the Promoters in the Company in the Offer for Sale.

Agreements with strategic partners, joint venture partners and/or financial partners and other agreements

As on the date of filing this DRHP, there are no existing material agreements with strategic partners, joint venture and/or financial partners or other material agreements entered into by our Company which are not in its ordinary course of business.

OUR MANAGEMENT

The Articles of Association require our Board to have at least 3 Directors and not more than 15 Directors. As on the date of this DRHP, our Board comprises of 5 Directors.

The following table sets forth details regarding our Board of Directors as on the date of filing of this DRHP with SEBI:

Sr. No.	Name, Fathers' Name, Designation, Term, Age, Nationality, Address, Occupation & DIN	Date of Appointment & Term of Directorship	Other Directorships/ Partnership/ Trusteeship/ Proprietorship
1.	<p>Mr. Gaurav Jain S/o Om Prakash Jain</p> <p>Designation: Managing Director</p> <p>Term: For a period of 5 (five) years w.e.f. February 21, 2017 and liable to retire by rotation</p> <p>Date of Birth: April 29, 1972</p> <p>Age: 46</p> <p>Nationality: Indian</p> <p>Address: New Kherapati Colony, near Jain Mandir, Phoolbaug, Gwalior, Gird, Gwalior R.s. Madhya Pradesh 474002</p> <p>Occupation: Business</p> <p>DIN: 00900552</p>	<p>Re-appointed as Managing Director on February 21, 2017 for a term of 5 (five) years and liable to retire by rotation.</p>	<p><i>Other Directorships</i></p> <p>(i) Coldex Logistics Private Limited; (ii) Coldex Foundation; (iii) CityEx Logitech Private Limited.</p> <p><i>HUF</i></p> <p>(i) Om Prakash and Sons</p>
2.	<p>Mr. Anand Prakash S/o Kailash Prakash</p> <p>Designation: Nominee Director</p> <p>Term: Not liable to retire by rotation</p> <p>Date of Birth: July 26, 1970</p> <p>Age : 48</p> <p>Nationality: Singapore Citizen</p> <p>Address: Flat 21, Block C, Repulse Bay Apartments, 101 Repulse Bay road.</p> <p>Occupation: Service</p> <p>DIN: 01928443</p>	<p>Appointed as Nominee Director on March 17, 2016</p>	<p><i>Other Directorships</i></p> <p>(i) ACP India Holding Ltd. (ii) SABR India Investment Pvt Ltd. (iii) Asia Climate Partners Hong Kong Ltd. (iv) ACP Fund Holding Ltd. (v) ACP China Holding Ltd. (vi) Airtron Energi Investment Ltd. (vii) Zinctron Energi Investment Ltd. (viii) Golden Slam India Investments Private Limited (ix) Deuce Investments Private Limited (x) The Canadian International School Parents Association Limited. (xi) CSW Philippines Holdings, Pte Ltd</p>
3.	<p>Ms. Tanu Jain W/o Gaurav Jain</p> <p>Designation: Executive Director</p> <p>Term: Liable to retire by rotation</p> <p>Date of Birth: August 10, 1970</p> <p>Age: 48</p>	<p>Appointed as Executive Director with effect from August 24, 2018 and liable to retire by rotation.</p>	<p><i>Other Directorships</i></p> <p>(i) Coldex Foundation (ii) CityEx Logitech Private Limited (iii) Coldex Logistics Private Limited</p>

Sr. No.	Name, Fathers' Name, Designation, Term, Age, Nationality, Address, Occupation & DIN	Date of Appointment & Term of Directorship	Other Directorships/ Partnership/ Trusteeship/ Proprietorship
	<p>Nationality: Indian</p> <p>Address: 38, New Kherapati Colony, near Jain Mandir, Phoolbaug, Gwalior, Gird, Gwalior R.s. Madhya Pradesh 474002</p> <p>Occupation: Business</p> <p>DIN: 06513467</p>		
4.	<p>Mr. Abhishek Sharman <i>S/o Ashutosh Deo Sharman</i></p> <p>Designation: Independent Director</p> <p>Term: For a period of 5 years w.e.f August 24, 2018</p> <p>Date of Birth: August 3, 1980</p> <p>Age: 38</p> <p>Nationality: Indian</p> <p>Address: B-702, 703, Ashok Garden, T.J. Road, Near KEM Hospital, Sewri, Mumbai – 400015, Maharashtra, India</p> <p>Occupation: Service</p> <p>DIN: 01329800</p>	Appointed as Additional Independent Director with effect from August 24, 2018 and regularised as Independent Director on September 29, 2018	<p>Other Directorships</p> <p>(i) Collateral Medical Private Limited (ii) Gadgetwood E service Private Limited (iii) Carpediem Advisors Private Limited (iv) Shaolin Trusteeship Private Limited (v) Coldex Logistics Private Limited</p> <p>Partnership Firms</p> <p>(i) Carpe Diem Partners</p>
5.	<p>Mr. Chitranjan Singh Kahlon <i>S/o S.S. Kahlon</i></p> <p>Designation: Chairman and Independent Director</p> <p>Term: For a period of 5 years w.e.f August 24, 2018</p> <p>Date of Birth: February 22, 1951</p> <p>Age : 67</p> <p>Nationality: Indian</p> <p>Address: House no-C-2632, Sushant Lok-1, Chakarpur (74), Gurgaon, Haryana 122002.</p> <p>Occupation: Service</p> <p>DIN: 02823501</p>	Appointed as Additional Independent Director with effect from August 24, 2018 and regularised as Independent Director on September 29, 2018	<p>Other Directorships</p> <p>(i) Shaolin Trusteeship Private Limited (ii) Intercept Consultants Private Limited (iii) IL&FS Investment Managers Limited</p> <p>Partnership Firms</p> <p>(i) Intercept Hospitality</p>

Note: Except Mr. Anand Prakash, all our directors are Indian nationals. Further, below mentioned directors are related to each other as follows:

- (i) Mr. Gaurav Jain is the husband of Ms. Tanu Jain.

None of our Directors are Wilful Defaulters as on the date of this DRHP.

None of our Directors are declared Fugitive Economic Offenders under Section 12 of the Fugitive Economic Offenders Act, 2018.

Further, neither our Company nor our Promoters, persons forming part of our Promoter Group, Directors or persons in control of our Company are debarred from accessing the capital markets by SEBI.

None of our directors are or have been directors in any of the listed companies which have been/ were delisted from the stock exchange(s).

None of our directors are or have been directors in any of the listed companies whose shares have been/were suspended from being traded on the BSE Limited / National Stock Exchange of India Limited.

None of the Promoters, Directors or persons in control of our Company, have been or are involved as a promoter, director or person in control of any other company, which is debarred from accessing the capital market under any order or directions made by the SEBI.

Other than the Shareholders' Agreement dated February 15, 2016 executed between the Company, Mr. Gaurav Jain, Ms. Tanu Jain, Omprakash and Sons (HUF), Mr. Omprakash Jain, Ms. Charu Kotia, Arihant Roadlines (India) Private Limited, Mr. Amit Mittal, Ms. Achla Mittal and SABR India Investment Pvt Ltd and the amendments thereto under the Letter Agreement dated March 16, 2016, and the Letter Agreement dated September 11, 2018, there is no arrangement or understanding with major shareholders, customers, suppliers or others, pursuant to which any of the above mentioned Directors was selected as director or member of senior management. In terms of the SHA and amendments thereto, Mr. Anand Prakash is currently appointed as a nominee director on the Board.

Brief Profile of Directors

Mr. Gaurav Jain, born on April 29, 1972, aged 46 years, is the Managing Director of our Company. He holds a degree in Bachelors of Electronics from the University of Poona. He holds a degree in Master's of Business Administration (Infrastructure Management) from the Indian Institute of Information Technology and Management, Gwalior. He has been chosen as an Extraordinaire Brand by Consumers and Industry in Brand vision Summit 2017-2018. He has also conferred the title of "Logistics Innovator of the Year" by CILT India on April 7, 2012. Prior to setting-up the Company, he worked with Madhya Pradesh Iron and Steel Works Private Limited from the period 1995-1996. Thereafter, with effect from April 1, 1996, he became partner of the partnership firm Messrs. Swastik Roadways. He has been a director on our Board since March 1999.

Ms. Tanu Jain, born on August 10, 1970, aged 48 years, is an Executive Director of our Company. She holds a Master's Degree in Arts (English Literature) from Jiwaji University, Gwalior and also holds a degree of Doctor of Philosophy from Jiwaji University, Gwalior. She is a published author of novels including His Captive Indian Princess and His Runaway Royal Bride. She has been a director on our Board since August 24, 2018.

Mr. Anand Prakash, born on July 26, 1970, aged 48 years, is a Nominee Director of our Company nominated by SABR India Investment Pvt Ltd. He has an experience of 24 years. He holds a Bachelor's degree in Arts (Mathematics) from St. Stephen's College in New Delhi, India, an Economics Tripos degree from St. John's College, Cambridge University and a Master's degree in Public Administration from Cornell University. He also holds a Type 1 (Securities) and Type 4 (Investment Advisory) license from the Securities and Futures Commission in Hong Kong. He is currently a Managing Director at Asia Climate Partners Hong Kong Limited, where he leads the fund's India investment strategy. While at Asia Climate Partners Hong Kong Limited, he was invited by the Ministry of External Affairs to present on "Innovative Solutions for Financing Solar Power" to Hon'ble Prime Minister Narendra Modi and Minister for External Affairs, Mrs. Sushma Swaraj. He has been a director on our Board since March 17, 2016.

Mr Abhishek Sharman born on August 3, 1980, aged 38 years is an Independent Director of our Company. He is the Founder and Managing Director of Carpediem Advisors Private Limited, Investment Manager for Carpediem Capital Partners Fund I. He has an experience of more than 13 years in the private equity business. He serves on the Board of several companies including Carpediem Advisors Private Limited, Shaolin Trusteeship Private Limited, Gadgetwood E Services Private Limited and Collateral Medical Private Limited. He was previously a Principal at India Equity Partners (IEP), a USD 350 million India focused private equity fund. Prior to IEP, Abhishek was an investment professional with the Sun Group. He has received a management degree from the Indian Institute of Management, Calcutta and an

engineering degree from the Indian Institute of Technology, Delhi. He was appointed as an Independent Director on the Board of our Company on August 24, 2018.

Mr. Chitranjan Singh Kahlon, born on February 22, 1951, aged 67 years is a Chairman and Independent Director of our Company. He has served as Commissioner of Income-tax, Mumbai. He was an Executive Director with SEBI where he inter-alia handled the Investigation, Enforcement and Surveillance Department. He was also associated with the United Nations Transitional Authority in Cambodia as Financial Controller from 1992 to 1993 at Phnom Penh in the office of Economic Advisor. He holds Post Graduate Diploma from University of Birmingham, United Kingdom and also holds a Master degree in Arts from Punjab University. He currently holds directorship positions in IL&FS Investment Managers Limited, Shaolin Trusteeship Private Limited and Intercept Consultants Private Limited. He was appointed as an Independent Director on the Board of our Company on August 24, 2018.

Borrowing Powers

In terms of the Articles of Association of the Company, subject to the provisions of Section 73, 179, 180 of the Act and of the Articles of Association of the Company and subject to any restriction imposed by Reserve Bank of India, the Board is authorized to from time to time at its discretion, by a resolution passed at a meeting of the Board, accept deposits from members either in advance of calls or otherwise, and generally accept deposits, raise loans or borrow or secure the payment of any sum of moneys to be borrowed together with the moneys already borrowed including acceptance of deposits apart from temporary loans obtained from the Company's Bankers in the ordinary course of business, exceeding the aggregate of the paid-up capital of the Company, its free reserves and securities premium (not being reserves set apart for any specific purpose) or up to such amount as may be approved by the shareholders from time to time the Board of Directors shall not borrow such moneys without the sanction of the Company in General Meeting. No debt incurred by the Company in excess of the limit imposed by this Article shall be paid or effectual unless the tender or proves that he advanced the loan in good faith and without knowledge that the limit imposed by the Article 83 of the Articles of Association had been exceeded.

By way of special resolution passed by the shareholders of our Company at the Extra Ordinary General Meeting held on August 21, 2018, the Board was authorized to borrow funds either from the banks, financial institutions, firms, companies, or other bodies from time to time, on such terms and conditions, as to repayment, interest or otherwise, as it thinks fit and proper in the interests of the Company, and such sums as may be necessary for the time being, may exceed the aggregate paid-up Share Capital and free reserves, that is to say, reserves not set apart for any specific purpose, provided that the aggregate of sums so borrowed shall not exceed the limit of ₹2,500 million at any point of time and that such borrowings shall be exclusive of temporary loans obtained or to be obtained by the Company from the Company's bankers in the ordinary course of business

Compensation of Managing Director and Executive Directors

Our Company has not entered into any service agreement with our Managing Director and Executive Directors providing for benefits upon termination of employment. However, the terms and conditions relating to remuneration and appointment of Mr. Gaurav Jain, Managing Director are set out in the Board resolution dated July 6, 2016 and in the shareholders' resolution dated September 29, 2018 passed at the Annual General Meeting of the Company. Similarly the terms and conditions relating to remuneration and appointment of Ms. Tanu Jain Executive Director of the Company are set-out in the resolution dated September 29, 2018 passed at the Annual General Meeting of the Company. In terms of the same, our Executive Director, Tanu Jain will receive remuneration from our Subsidiary, Coldex Logistics Private Limited.

The details of remuneration of our Managing Director and Executive Directors are as follows: -

(i) Gaurav Jain:

From the Company:

Particulars	Remuneration
Salary	₹ 36,11,244/- (Thirty Six Lakhs Eleven thousand Two Hundred and Forty Four only) per annum.

From our subsidiary, Coldex Logistics Private Limited:

Particulars	Remuneration
Salary	In addition to the above, our Managing director will receive remuneration of ₹20,00,004/- (Twenty Lakh and Four Rupees only) (CTC) per annum w.e.f. April 1, 2018 from our Subsidiary, Coldex Logistics Private Limited.
Variable Pay	₹20,000 per month provided the Adjusted monthly consolidated EBIDTA achieved by the Company during the previous month is more than ₹15,000,000 Annual Variable bonus pay of ₹2,600,000 per annum payable at the end of the financial year provided Adjusted consolidated EBITDA achieved by the company during the year is more than ₹180.000.000.

(ii) Tanu Jain

Our Executive Director, Tanu Jain receives the following remuneration from our subsidiary, Coldex Logistics Private Limited:

Particulars	Remuneration
Salary	₹13,88,748 (CTC) per annum
Basic Salary	₹40,000 per month
House Rent Allowance	₹20,000 per month
Conveyance Allowance	₹1,600 per month
Reimbursement of medical expenses	₹1,250 per month
Special Allowances	₹27,323 per month
LTA	₹3,332 per month
Reimbursement of Driver Salary	₹12,000 per month
Bonus	₹1,500 per month
Other benefits like Gratuity, Provident Fund, Leave etc. as applicable to the employees of the company	

Payment or benefit to Directors/ officers of our Company

Pursuant to a resolution passed at the Annual General Meeting of our Company dated September 29, 2018, our Independent Directors are entitled to receive sitting fees as follows:

Name of Director	Amount
Mr. Abhishek Sharman	₹30,000/- per visit for attending a Board meeting; OR ₹20,000/- per visit for attending one or more Committee meetings happening on the same day; OR ₹30,000/- per visit for attending a Board meeting and one or more Committee meetings happening on the same day; as may be applicable. Reimbursement of travelling and other out of pocket expenses on actuals.
Mr. Chitranjan Singh Kahlon	₹40,000/- per visit for attending a Board meeting; OR ₹30,000/- per visit for attending one or more Committee meetings happening on the same day; OR ₹40,000/- per visit for attending a Board meeting and one or more Committee meetings happening on the same day; as may be applicable. Reimbursement of travelling and other out of pocket expenses on actuals.

No sitting fees have been paid to the Non-Executive Directors of the Company in the Fiscal 2018.

The above said remuneration and perquisites are subject to the ceiling laid down in Sections 197 and Schedule V of the Companies Act and all other applicable provisions of the Companies Act as may be amended from time to time. In case of payment of remuneration in excess of the prescribed limits, recovery of the excess amount may be waived by the Board of Directors upon the recommendation of the Remuneration Committee and with the approval of the Central Government.

Except as stated in this DRHP, no amount or benefit has been paid by our Company within the two preceding years or is intended to be paid or given by our Company to any of our Company's officers including our Directors and key management personnel.

Further, except statutory benefits upon termination of their employment in our Company or retirement, no officer of our Company, including our directors and our key management personnel, are entitled to any other benefits upon termination of employment.

Except as disclosed above, our Company does not have any bonus or profit sharing plan for its Directors.

There is no contingent or deferred compensation payable to our Managing Director or Executive Director.

Shareholding of Directors in our Company

Our Articles of Association do not require our Directors to hold any qualification shares. The shareholding of our Directors is hereunder provided as on date:

Sr. No.	Directors	No. of Equity shares	Percentage (%) of Pre-Offer equity capital	Percentage (%) of Post-Offer equity capital
1.	Mr. Gaurav Jain	31,23,908	34.71%	[●]
2.	Ms. Tanu Jain	83,327	0.93%	[●]
Total		32,07,235	35.64%	[●]

Shareholding of Directors in our Subsidiaries, Coldex Logistics Private Limited and CityEx Logitech Private Limited

Gaurav Jain, Managing Director and Tanu Jain, Executive Director hold certain equity shares in our Subsidiaries, Coldex Logistics Private Limited and CityEx Logitech Private Limited, as nominee shareholders of our Company. For the shareholding of our Subsidiaries, please see chapter titled "Our Subsidiaries" on page 160 of this DRHP.

Interest of Directors

Our Directors are interested in our Company in the following manner: -

- All the Directors may be deemed to be interested to the extent of fees, if any, payable to them for attending meetings of the Board or a Committee thereof as well as to the extent of other remuneration and reimbursement of expenses payable to them under the Articles of Association;
- All the Directors may also be deemed to be interested to the extent of Equity Shares, if any, already held by them to the extent of any dividends payable to them and other distributions in respect of the said Equity Shares;
- Our Directors may also be interested to the extent of Equity Shares, if any, held by the entities in which they are associated as promoters or directors or held by their relatives in the Company.
- All Directors may also be interested to the extent of remunerations and fees received by them from our Company and/or its Subsidiaries.
- All the Directors may be deemed to be interested in the contracts, agreements/arrangements entered into or to be entered into by our Company with any company in which they hold directorships or any partnership firms in which they are partners as declared in their respective declarations;
- Mr. Gaurav Jain, our Managing Director has extended his personal guarantee for securing the repayment of certain bank loans obtained by our Company. For details, please see the chapter titled "Financial Indebtedness" beginning on page 201 of this DRHP.
- Mr. Anand Prakash, Nominee Director, who has been nominated by SABR India Investment Pvt Ltd. to the Board of the Company, may be deemed to be interested to the extent of the shareholding in the Company of SABR India Investment Pvt Ltd.
- Except as stated above and under the heading "Annexure VI- Related Party Transaction" on page F-59, under the chapter titled "Restated Financial Information" beginning on page 167 of this DRHP, we have not entered into any contract, agreements or arrangements during the preceding two years from the date of this DRHP in which the Directors are directly or indirectly interested and no payments have been made to them in respect of the contracts,

agreements or arrangements which are proposed to be made with them including the properties purchased by our Company.

Changes in our Board of Directors during the last three years

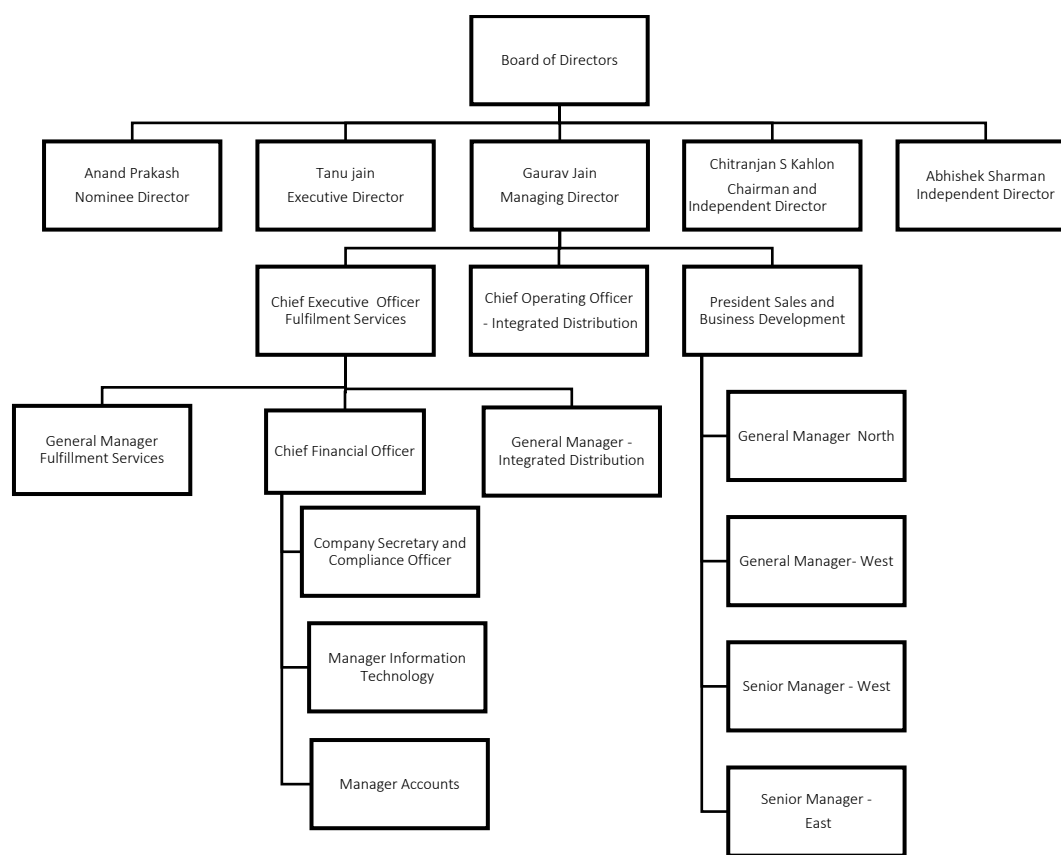
The following changes have taken place in the Board of Directors of our Company during the last three years:

Sr. No.	Name	Date of change	Reason
1.	Mr. Chitranjan Singh Kahlon	September 29, 2018	Regularised as Independent Director
2.	Mr. Abhishek Sharman	September 29, 2018	Regularised as Independent Director
3.	Ms. Tanu Jain	September 29, 2018	Regularised as Executive Director
4.	Mr. Chitranjan Singh Kahlon	August 24, 2018	Appointment as Chairman
5.	Mr. Chitranjan Singh Kahlon	August 24, 2018	Appointment as Additional Independent Director
6.	Mr. Abhishek Sharman	August 24, 2018	Appointment as Additional Independent Director
7.	Ms. Tanu Jain	August 24, 2018	Appointment as Additional Executive Director
8.	Ms. Santosh Jain	August 24, 2018	Resignation
9.	Mr. Amit Mittal	August 24, 2018	Resignation
10.	Mr. Niraj Chhajer	August 24, 2018	Resignation
11.	Mr. Gaurav Jain	February 21, 2017	Re-appointed as Managing Director
12.	Mr. Gaurav Jain	March 17, 2016	Appointed as Chairman of the Board
13.	Mr. Niraj Chhajer	March 17, 2016	Appointment as Nominee Director
14.	Mr. Anand Prakash	March 17, 2016	Appointment as Nominee Director
15.	Mr. K.K. Iyer	March 17, 2016	Resignation

Composition of the Board of Directors

S. No.	Name of the Director	Category
1.	Mr. Gaurav Jain	Managing Director
2.	Ms. Tanu Jain	Executive Director
3.	Mr. Anand Prakash	Nominee Director
4.	Mr. Abhishek Sharman	Independent Director
5.	Mr. Chitranjan Singh Kahlon	Chairman and Independent Director

Management Organizational Structure of the Group



Corporate Governance

The provisions of the Listing Agreement to be entered into with the Stock Exchanges and the applicable regulations of SEBI Listing Regulations with respect to corporate governance will be applicable to us immediately upon the listing of our Equity Shares with the Stock Exchanges. Our Company believes that it is in compliance with the requirements of the applicable regulations, including the Listing Agreement with the Stock Exchanges, the SEBI Listing Regulations and the SEBI ICDR Regulations, in respect of corporate governance including constitution of the Board and committees thereof. The corporate governance framework is based on an effective independent board, separation of the Board's supervisory role from the executive management team and constitution of the Board Committees, as required under law.

Our Board of Directors is constituted in compliance with the Companies Act, Listing Agreement to be executed with Stock Exchanges, the SEBI Listing Regulations and in accordance with best practices in corporate governance, our Board of Directors functions either as a full board or through management which provides our Board of Directors detailed reports on its performance periodically.

Currently our Board has 5 (five) Directors, of which the Chairman of the Board, Chitranjan Singh Kahlon, is an Independent Director. In compliance with the requirements of the SEBI Listing Regulations, we have 2 (two) Executive Directors, 1(one) Nominee Director and 2 (two) Independent Directors on our Board.

I. Committees of the Board in accordance with the SEBI LODR Regulations, 2015

Audit Committee

The Audit Committee was constituted on July 6, 2016 and reconstituted on August 24, 2018. The terms and role of the Audit Committee was finalised vide the Board resolution dated August 24, 2018.

The existing Audit Committee of our Company comprises of the following: -

- (i) Mr. Chitranjan Singh Kahlon, Chairman ;

(ii) Mr. Abhishek Sharman, Member; and

(iii) Mr. Anand Prakash, Member;

The Company Secretary of the Company would act as the Secretary to the Audit Committee.

The Audit Committee shall meet at least four times a year with maximum interval of four months between two meetings of the Audit Committee.

The role of the Audit Committee shall be in accordance with Section 177 of the Companies Act, 2013 and as per Regulation 18 and Part C of Schedule II of SEBI LODR Regulations, 2015. The role of the Audit Committee shall include the following:

1. Oversight of our Company's financial reporting process and the disclosure of its financial information to ensure that the financial statement is correct, sufficient and credible;
2. Recommendation for the appointment, remuneration and terms of appointment of auditors of our Company;
3. Approval of payment to statutory auditors for any other services rendered by the statutory auditors;
4. Reviewing, with the management, the annual financial statements and auditor's report thereon before submission to the Board for approval, with particular reference to:
 - (a) Matters required to be included in the director's responsibility statement to be included in the Board's report in terms of clause (c) of sub-section (3) of Section 134 of the Companies Act, 2013;
 - (b) Changes, if any, in accounting policies and practices and reasons for the same;
 - (c) Major accounting entries involving estimates based on the exercise of judgment by management;
 - (d) Significant adjustments made in the financial statements arising out of audit findings;
 - (e) Compliance with listing and other legal requirements relating to financial statements;
 - (f) Disclosure of any related party transactions; (The term "Related Party Transaction" shall have the same meaning as assigned to it under the SEBI LODR Regulations, and any amendment made to it) and
 - (g) Modified opinion(s) in the draft audit report;
5. Reviewing, with the management, the quarterly financial statements before submission to the Board for approval;
6. Reviewing, 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 utilized 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;
7. Reviewing and monitoring the auditor's independence and performance, and effectiveness of audit process;
8. Approval or any subsequent modification of transactions of our Company with related parties;
9. Scrutiny of inter-corporate loans and investments;
10. Valuation of undertakings or assets of our Company, wherever it is necessary;
11. Evaluation of internal financial controls and risk management systems;
12. Reviewing, with the management, performance of statutory and internal auditors, and adequacy of the internal control systems;

13. Reviewing 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;
14. Discussion with internal auditors of any significant findings and follow up there on;
15. Reviewing 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;
16. Discussion with statutory auditors before the audit commences, about the nature and scope of audit as well as post-audit discussion to ascertain any area of concern;
17. To 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;
18. To review the functioning of the whistle blower mechanism;
19. Approval of appointment of Chief Financial Officer after assessing the qualifications, experience and background, etc. of the candidate; and
20. Carrying out any other function as is mentioned in the terms of reference of the Audit Committee.

The Audit Committee shall mandatorily review the following information:

1. Management discussion and analysis of financial condition and results of operations;
2. Statement of significant related party transactions (as defined by the Audit Committee), submitted by management;
3. Management letters / letters of internal control weaknesses issued by the statutory auditors;
4. Internal audit reports relating to internal control weaknesses; and
5. The appointment, removal and terms of remuneration of the chief internal auditor shall be subject to review by the Audit Committee.
6. Statement of deviations: (a) quarterly statement of deviation(s) including report of monitoring agency, if applicable, submitted to stock exchange(s) in terms of Regulation 32(1) (b) annual statement of funds utilized for purposes other than those stated in the offer document/prospectus/notice in terms of Regulation 32(7).

Provided that for the purpose of this resolution, “Monitoring agency” shall mean the monitoring agency specified in regulation 16 of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009 and any amendment made to it.

Nomination and Remuneration Committee

The Remuneration Committee was constituted on July 6, 2016 and reconstituted on August 24, 2018. The terms and role of the Audit Committee was finalised vide the Board resolution dated August 24, 2018.

The Nomination and Remuneration Committee of our Company comprises of the following: -

- (i) Mr. Chitranjan Singh Kahlon – Chairman ;
- (ii) Mr. Abhishek Sharman– Member; and
- (iii) Mr. Anand Prakash – Member;

The Company Secretary of the Company would act as the Secretary to the Nomination and Remuneration Committee.

The role of the Nomination and Remuneration shall be in accordance with Section 178 of the Companies Act

2013 and as per Regulation 19 and Part D of Schedule II of SEBI LODR Regulations, 2015 as follows:

- 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;
- b) formulation of criteria for evaluation of performance of independent directors and the Board;
- c) devising a policy on diversity of the Board;
- d) identifying persons who are qualified to become directors and who may be appointed in senior management in accordance with the criteria laid down, and recommend to the Board their appointment and removal.

For the purpose of this resolution, the expression “Senior Management” shall mean personnel of the Company who are members of its core management team excluding Board of Directors and normally this shall comprise all members of management one level below the executive directors, including the functional heads

- e) 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.

Stakeholders Relationship Committee

Stakeholders Relationship Committee was constituted vide the Board meeting held on August 24, 2018. The members of the Stakeholders Relationship Committee are:

- (i) Mr. Chitranjan Singh Kahlon– Chairperson;
- (ii) Mr. Abhishek Sharman– Member; and
- (iii) Mr. Gaurav Jain– Member.

The Company Secretary of the Company would act as the Secretary to the Stakeholders Relationship Committee.

The frequency of meetings of Stakeholders Relationship Committee is at least twice in a year. The quorum of the meetings of the Stakeholders Relationship Committee is either two members or one third of the members whichever is greater, but with a minimum of two independent members present. The role of the Stakeholders Relationship Committee shall be in accordance with Section 178 of the Companies Act, 2013 and as per Regulation 20 and Part D of Schedule II of the SEBI LODR Regulations, 2015 and is as follows:-

- The Committee shall consider and resolve the grievances of the security holders of our Company including complaints related to transfer of shares, non-receipt of annual report and non-receipt of declared dividends.

IPO Committee

IPO Committee was constituted vide Board Resolution dated August 24, 2018. The members of the IPO Committee are:-

- (i) Mr. Gaurav Jain– Chairperson;
- (ii) Mr. Anand Prakash – Member; and
- (iii) Mr. Tanu Jain– Member.

The Company Secretary of the Company would act as the Secretary to the IPO Committee.

IPO Committee is authorized to take decisions with regard to IPO as it may, in its absolute discretion deem fit and proper in the interest of the Company including the appointment of merchant bankers, lawyers, registrar and other agencies as may be required for the purpose of IPO and the minutes of the Committee be placed to the Board for information, from time to time.

Our Company has adopted the following policies:

1. Whistle Blower Policy;
2. Nomination and Remuneration Policy;
3. Policy on Material Subsidiaries;
4. Prevention and Archival Policy;
5. Policy on Related Party Transactions;
6. Code of Conduct for Board of Directors and Senior Management Personnel;
7. Board Diversity Policy;
8. Policy for Determining Material Events and Information; and
9. Policy for Prevention of Sexual Harassment.

Key Managerial Personnel

Given below are the details of our Key Managerial Personnel, other than Gaurav Jain, Managing Director and Tanu Jain, Executive Director of our Company, as on the date of this DRHP. For further, details please see page 145 appearing in the chapter titled “Our Management” beginning on page 143 of this DRHP.

Anil Kumar Agarwal, aged 36 years is the Chief Executive Officer of the Company since September 1, 2017. He is a qualified Chartered Accountant and holds Bachelor’s degree in Commerce from University of Mumbai and has experience of 15 years in Consultancy, Telecom, Infrastructure and Logistics Industry. He is associated with the Company since 2012 as the Chief Financial Officer and served until 2015. Further, he re-joined the Company on 2017 as a Chief Executive Officer. Prior to joining our Company, he worked with Spanco Limited as a member of Strategy Division, overlooking various innovative projects in the telecom and power industry. In the past he has also worked as Manager – Attest Function in Ambit RSM & Co.. His gross remuneration in the Fiscal 2018 was ₹ 25,33,069/-.

Anoop Agarwal, aged 51 years is the Chief Financial Officer of the Company since June 19, 2018. He is a qualified Chartered Accountant and holds Bachelor’s degree in Commerce from University of Rajasthan and has experience of approximately 11 years in Finance and Accounts Industry. Prior to joining our Company, he was associated with Honda Logistics India Private Limited as a Manager- Finance and Accounts from May, 2013 till February, 2018. In the past, he has also worked with Drive India Enterprises Solutions Ltd. (TATA Group subsidiary) as Regional Finance Manager, Reliance Logistics India P.Ltd. (Reliance MDA Group Subsidiary) as a Regional Commercial Manager. His gross remuneration in the Fiscal 2018 was ₹ 3,53,203/-

Mansi Keshwani, aged 31 years is the Company Secretary and Compliance Officer of the Company. She is a qualified Company Secretary and holds Bachelor’s degree in Commerce from Jiwaji University, Gwalior. She is associated with our Company since May 3, 2018. Prior to joining our Company, she was associated with Phulwadhia School of Commerce as a Teaching Faculty from June, 2017 till March, 2018. In the past, she has also worked as a Trainee Company Secretary with a Practising Company Secretary in Gwalior from December, 2011 till February, 2013 and worked as an articled clerk in a CA firm from June 2007 to November, 2010. Her gross remuneration in Fiscal 2018 was nil as she joined our Company on May 3, 2018.

Rajeev Chandola, aged 47 years is the Chief Operating Officer of our Subsidiary, CLPL. He holds a Bachelor’s degree in Law from Ch. Charan Singh University- Meerut, a Diploma and an Advanced Diploma in Management from the All India Management Association and also a Bachelor’s degree in Commerce from Delhi University. He has an experience of approximately 25 years. He is associated with our Company since March 2012. Prior to joining our Company, he was associated with Agility Logistics as a Regional Manager in Human Resource, InterGlobe Enterprises Ltd as Manager- Human Resource, M/s Motorcraft as Human Resource, Accounts & Administration Head and M/s Harbans Sandeep & Co. as an Accountant. His gross remuneration in the Fiscal 2018 was ₹ 28,15,074/-.

Rajesh KR. Singh, aged 52 years is the President - BD, CS of our Subsidiary, CityEx. He holds a degree in Master’s of Business Administration and Bachelor’s degree in Commerce from Patna University and has experience of approximately 23 years. He joined CityEx since April 1, 2018. Prior to joining CityEx, he was associated with Leeway Logistics Limited as Vice President- Sales and Operations for Retail Vertical at Mumbai. In the past, he has also worked with Mahindra Logistics, Mahindra & Mahindra Limited as National Head- Retail, Kalyanpur Cements Ltd as a Marketing Head-Kolkata and Modi Xerox Ltd as Sales Manager and Branch

Operation Head. His gross remuneration in Fiscal 2018 was nil as he joined CityEx on April 1, 2018.

Notes:

1. All the key managerial personnel mentioned above are permanent employees of our Company and none of them are related to each other or to any Director of our Company.
2. There is no understanding with major shareholders, customers, suppliers or any others pursuant to which any of the above mentioned personnel have been recruited.
3. As on the date of filing of this DRHP, our Company does not have a bonus or a profit sharing plan with the key management personnel other than the equity shares proposed to be issued by way of employee stock options.
4. No non-salary-related payments or benefits have been made to our key management personnel.
5. There is no contingent or deferred compensation payable to any of our key management personnel.

Shareholding of Key Managerial Personnel

As on the date of filing of this DRHP, none of our Key Management Personnel other than our Managing Director, Gaurav Jain and our Executive Director, Tanu Jain, hold Equity Shares in our Company.

Changes in the Key Managerial Personnel during last three years:

Following have been the changes in the key managerial personnel during the last three years:

Sr. No.	Name	Date of Joining/Change designation	Reasons
1.	Tanu Jain	September 29, 2018	Regularised as Executive Director
2.	Tanu Jain	August 24, 2018	Appointed as Additional Executive Director
3.	Mansi Keshwani	August 21, 2018	Appointed as Compliance Officer
4.	Anoop Agarwal	June 19, 2018	Appointed as Chief Financial Officer
5.	Mansi Keshwani	May 3, 2018	Appointed as Company Secretary
6.	Anil Agarwal	September 1, 2017	Appointed as Chief Executive Officer
7.	Gaurav Jain	February 21, 2017	Re-appointed as Managing Director
8.	Gaurav Jain	March 17, 2016	Appointed as Chairman of the Board
9.	Sunil Nair	November 30, 2016	Resigned as Chief Executive Officer
10.	Charles Devlin D'Costa	May 18, 2016	Resigned as Chief Operating Officer
11.	Rajesh KR Singh	April 1, 2018	Appointed as President - BD, CS
12.	Rajeev Chandola	April 1, 2018	Appointed as Chief Operating Officer of CLPL

Interests of Key Managerial Personnel

Our Key Managerial Personnel are interested to the extent of remuneration paid to them by our Company and may also be regarded as interested in the Equity Shares to be allotted to them under the ESOP 2018 Scheme.

Employees

As on June 30, 2018, our Company had 230 (Two Hundred and Thirty) employees, our Subsidiary, Coldex Logistics Private Limited had 109 (One Hundred and Nine) employees and our Subsidiary, CityEx Logitech Private Limited had 7 (seven) employees.

Payment or benefit to our officers

Except for the payment of monetary and non-monetary benefits as mentioned in this DRHP and the dividend, if any, that may have been declared on the Equity Shares held by our officers, we have not paid any amount or given any benefit to any officer of our Company, nor is such amount or benefit intended to be paid or given to any officer as on the date of filing this DRHP with SEBI.

OUR PROMOTER AND PROMOTER GROUP

Gaurav Jain and Santosh Jain are the Promoters of our Company and currently hold an aggregate of 4,005,187 Equity Shares of our Company, which constitutes 44.50 of the pre-Offer paid-up capital of our Company.

	<p>Gaurav Jain born on April 24, 1972, aged 46 years, is one of the Promoters and a Managing Director of our Company. He holds a degree in Bachelors of Electronics from the University of Poona. He holds a degree in Masters of Business Administration (Infrastructure Management) from the Indian Institute of Information Technology and Management, Gwalior. He has been chosen as an Extraordinaire Brand by Consumers and Industry in Brand vision Summit 2017-2018. He has also conferred the title of “Logistics Innovator of the Year” by CILT India on April 7, 2012. Prior to setting-up the Company, he worked with Madhya Pradesh Iron and Steel Works Private Limited from the period 1995-1996. Thereafter, with effect from April 1, 1996, he became partner of the partnership firm Messrs. Swastik Roadways. He has been on the Board of our Company since March 1999.</p> <p>For further details, please refer to the chapter titled “Our Management” beginning on page 143 of this DRHP.</p> <p>PAN No: ACGPJ9585R Aadhaar No:xxxxxxxx8289 Driving Licence: MP07/023136/05</p> <p>Address: 38, New Kherapati Colony, near Jain Mandir, Phoolbagh, Gwalior-474002, Madhya Pradesh, India.</p> <p>For further details pertaining to other ventures involving Gaurav Jain and other directorships held by him, please see section titled ‘Promoter Group’ in this chapter and chapters titled “Our Management” and “Our Group Companies” beginning on pages 143 and 162 of this DRHP.</p>
	<p>Santosh Jain born on May 15, 1945, aged 73 years, is one of the Promoters of our Company. She has been on Board of the Company since Incorporation. She holds a Bachelor’s degree in Arts from Punjab University and a Bachelor of Education from Agra University.</p> <p>PAN No: ABWPJ4547N Aadhaar No:xxxxxxxx9549 Driving Licence: N.A.</p> <p>Address: 38, New Kherapati Colony, Near Jain Mandir, Phoolbagh, Gwalior, Gird, Gwalior R.s. Madhya Pradesh 474002.</p> <p>For further details pertaining to other ventures involving Santosh Jain and other directorships held by her, please see section titled ‘Promoter Group’ in this chapter and “Our Group Companies” beginning on pages 156 and 162 of this DRHP.</p>

We confirm that the permanent account number, passport number and bank account details of our Promoters were submitted to the Stock Exchanges, at the time of filing the DRHP with them.

Interest of Promoters

Our Promoters are interested in our Company to the extent that they have promoted our Company and to the extent of their respective shareholding in our Company and dividend or other distributions payable, if any, by our Company. For further details of our Promoters’ shareholding, see “*Capital Structure*” on page 74 of this DRHP.

One of our Promoters, Mr. Gaurav Jain, who is also the Managing Director and one of the KMPs of our Company and a director of CLPL and CityEx, Subsidiaries of our Company may be deemed to be interested to the extent of fees, if any payable to him for attending meetings of the board of directors or a committee thereof as well as to the extent of remuneration, commission and reimbursement of expenses payable to them as per the terms of the Articles of our Company/Subsidiaries and relevant provisions of Companies Act. For further details, please see the chapter titled “*Our Management*” on page 143 of this DRHP.

Our Promoters are not interested in the properties acquired by our Company in the 3 (three) years preceding the date of filing of this Draft Red Herring Prospectus with SEBI or in any properties proposed to be acquired by our Company.

Further, our Promoters and certain members of our Promoter Group are also Directors on the boards of our Group Company, Coldex Foundation and they may be deemed to be interested to the extent of the payments made by our Company, if any, to/from Coldex Foundation. For the payments that are made by our Company to certain Group Companies, see “Annexure VI- Related Party Transaction” on page F-59, under the chapter titled “Restated Financial Information” beginning on page 167 of this DRHP. Further, our Promoter, Gaurav Jain is also a director of our Group Company, Coldex Foundation which utilises one of the offices of our Company situate at 705, Coldex, ILD Trade Center, Sector 47, Sohna Road, Gurgaon, Haryana as its registered office.

Our Promoters may also be deemed to be interested in our Company to the extent of the personal guarantees given by them for the loans availed by our Company. For further details, please see the chapter titled “Financial Indebtedness” beginning on page 201 of this DRHP.

Our Promoters are not members of any firm or company having any interest in the Company for which any sums are paid or agreed to be paid to either of our Promoters or to the firm or company in cash or shares or otherwise by any person either to induce our Promoters to become, or to qualify our Promoters as, a director, or otherwise for services rendered by our Promoters or by the firm or company, in connection with the promotion or formation of the Company.

Our Promoters are not interested in any transaction in acquisition of land, construction of building and supply of machinery etc. by or to our Company.

Payment or benefits to our Promoters in the last two years

Except as mentioned above under the heading “Interest of Promoters” and in the sections titled “Annexure VI- Related Party Transaction” on page F-59, under the chapters titled “Restated Financial Information”, “Objects of the Offer” and “Our Management” beginning on pages 167, 79 and 143 respectively of this DRHP, no amount or benefits were paid or given during the preceding two years from the date of filing of this DRHP or intended to be paid or given to any of the Promoters or promoter group members.

Common Pursuits

Our Promoter, Gaurav Jain is also a director of our Subsidiaries, CLPL and CityEx. All our Subsidiaries are engaged in lines of business that are synergistic with the business of our Company as a result of which there is no conflict of interest due to common pursuits between our Subsidiaries and our Company.

Companies with which our Promoters have disassociated in the last three years

None of our Promoters have disassociated themselves from any companies, firms or other entities during the last 3 (three) years preceding the date of the DRHP.

Related Party Transactions

For details of related party transactions entered into by our Company during the preceding 2 (two) years from the date of this DRHP, the nature and the cumulative value of such transactions, please see “Restated Financial Information- Annexure VI - Statement of Related party disclosures” on page F-59 of this DRHP.

Change in Management and control of our Company

There was no change in management of our Company during the 5 (five) years immediately preceding the date of filing of this DRHP.

Promoter Group

Our Promoter Group as defined under Regulations 2(1)(pp) of the SEBI ICDR Regulations includes the following individuals and body corporates:

(i) Natural Persons**(a) Mr. Gaurav Jain**

The following natural persons form part of our Promoter Group as relatives of Mr. Gaurav Jain:

Name	Relationship
Tanu Jain	Spouse
Om Prakash Jain	Father
Santosh Jain	Mother
Charu Kotia	Sister
Vidyamaan Jain	Son
Urja Jain	Daughter
Yogesh Chandra Mittal	Father-in-law
Achla Mital	Mother-in-law
Amit Mittal	Brother-in-law

(b) Ms. Santosh Jain

The following natural persons form part of our Promoter Group as relatives of Ms. Santosh Jain: -

Name	Relationship
Om Prakash Jain	Spouse
Gaurav Jain	Son
Charu Kotia	Daughter
Late Chandrakala Jain	Mother
Late Kalichandra Jain	Father
Rajrani Jain	Sister
Padamchand Jain	Brother
Late Chimmanlal Jain	Father-in-law
Late Taradevi Jain	Mother-in-law
JC Jain	Brother-in-law
Kamlesh Jain	Sister-in-law

(ii) Body Corporates:

Following are the Promoter Group entities:

1. Coldex Logistics Private Limited;
2. CityEx Logitech Private Limited;
3. Coldex Foundation;
4. Arihant Roadlines (India) Private Limited;
5. Omprakash & Sons HUF;
6. Coal Suppliers;
7. VR Property Hub Private Limited; and
8. Messrs. Nitin Plastic Industries.

The Promoter Group of our Company does not include P.K. Jain, J.C. Jain, Kamlesh Jain and Padam Chand Jain, Rajrani Jain and Vimlesh Jain who are relatives of our Promoter, Ms. Santosh Jain; or any entities in which P.K. Jain, J.C. Jain, Kamlesh Jain and Padam Chand Jain, Rajrani Jain and Vimlesh Jain may have interest since they

have refused to provide any information pertaining to themselves and such entities in which they may have interest.

Other Confirmations:

None of our Promoters are Wilful Defaulters and there are no violations of securities laws committed by our Promoters in past or pending against them.

None of our Promoters are Fugitive Economic Offenders under Section 12 of the Fugitive Economic Offenders Act, 2018.

None of the Promoters, Promoter Group entities or Group Companies have been debarred or prohibited from accessing or operating in capital markets under any order or direction passed by SEBI or any other regulatory or governmental authority.

Our Promoters and members of the Promoter Group are not and have never been promoters, directors or person in control of any other company which is debarred or prohibited from accessing or operating in capital markets under any order or direction passed by SEBI or any other regulatory or governmental authority.

There is no litigation or legal action pending or taken by any ministry, department of the Government or statutory authority during the last 5 (five) years preceding the date of the Offer against our Promoters, except as disclosed under the chapter titled “Outstanding Litigation and Material Developments” beginning on page 203 of this DRHP.

OUR SUBSIDIARIES

Our Company has 2 subsidiaries, the details of which are as follows:

1. Coldex Logistics Private Limited

Corporate and Business Information

Coldex Logistics Private Limited was incorporated on February 21, 2011 as a private limited company under the Companies Act, 1956 with its registered office presently situated at 404, 4th Floor, Vishal Tower, District Centre, Janakpuri New Delhi, West Delhi -110058, India. The CIN of CLPL is U60200DL2011PTC214492. CLPL is *inter-alia* engaged in the business of logistic business including transportation, warehousing, material handling, packaging and setup of supply chain including cold chain (temperature controlled handling of goods).

Capital Structure

The authorised share capital of CLPL is ₹20,000,000/- divided into 2,000,000/- equity shares of ₹10/- each.

The issued, subscribed and paid-up equity share capital of CLPL is ₹100,000/- divided in 10,000 equity shares of ₹10/-each.

Shareholding Pattern

As on the date of this DRHP, the shareholding pattern of CLPL is as follows:

Sr. No.	Name	No. of Shares	Percentage
1.	Coldex Limited	9,994	100.00
2.	Gaurav Jain*	1	Negligible
3.	Santosh Jain*	1	Negligible
4.	Tanu Jain*	1	Negligible
5.	Urja Jain*	1	Negligible
6.	Anil Agarwal*	1	Negligible
7.	Rajeev Chandola*	1	Negligible
	Total	10,000	100.00

(*Nominee Shareholder of Coldex Limited)

2. CityEx Logitech Private Limited

Corporate and Business Information

Cityex Logitech Private Limited was incorporated on April 13, 2017 as a private limited company under the Companies Act, 2013 with its registered office situated at 404, 4th Floor, Vishal Tower, District Centre, Janakpuri West, New Delhi, West Delhi -110058. The CIN of CityEx is U63030DL2017PTC316081. Cityex is *inter-alia* authorized to carry out the activity of last mile delivery.

Capital Structure

The authorised share capital of CityEx is ₹5,000,000/- divided into 500,000/- equity shares of ₹10/- each.

The issued, subscribed and paid-up equity share capital of CityEx is ₹500,000/- divided into 50,000/- equity shares of ₹10/- each.

Shareholding Pattern

As on the date of this DRHP, the shareholding pattern of CityEx is as follows:

Sr. No.	Name	No. of Shares	Percentage
1.	Coldex Limited	49,994	100.00
2.	Gaurav Jain*	1	Negligible
3.	Santosh Jain*	1	Negligible
4.	Tanu Jain*	1	Negligible
5.	Urja Jain*	1	Negligible
6.	Anil Agarwal*	1	Negligible
7.	Rajeev Chandola*	1	Negligible
	Total	50,000	100.00

(*Nominee Shareholder of Coldex Limited)

Accumulated Profits or Losses of our Subsidiaries

There are no accumulated profits or losses of any of our Subsidiaries, not accounted for, by our Company.

Other Confirmations

None of our Subsidiaries have made any capital issue, including public or rights issue in the last three years.

None of our Subsidiaries are listed nor have our Subsidiaries been refused listing on any stock exchange in India or abroad.

Common Pursuits

All our Subsidiaries are engaged in lines of business that are synergistic with the business of our Company as a result of which there is no conflict of interest due to common pursuits between our Subsidiaries and our Company

Interest of the Subsidiaries in our Company

One of our Subsidiaries, CLPL has entered into an agreement dated January 29, 2018 with our Company for sub-leasing the premises situated at Piou Maniyari, Narela Road, Kundli 131028, Sonipat, Haryana admeasuring 200 sq. ft. for a period of 4 (four) years commencing from January 1, 2018 to December 31, 2021. CLPL shall be interested in our Company to the extent of payments being made by our Company to CLPL, towards monthly licence fee of ₹ 6,000/- and interest free security deposit of ₹ 12,000/-.

One of our Subsidiaries, CLPL vide its letter dated September 1, 2017 has allowed our Company to share the Registered Office premises situated at 404, 4th Floor, Vishal Tower, Janakpuri District Centre, Janakpuri, New Delhi, West Delhi - 110058, India with it.

Our Company has extended loans amounting to ₹ 104.49 Million and ₹ 0.25 Million to our Subsidiaries CLPL and CityEx respectively as of June 30, 2018.

None of our Subsidiaries hold any Equity Shares in our Company and have no interest in the promotion of our Company.

Other than as stated above and as mentioned in the chapters “Our Business” and “Restated Financial Information” on pages 118 and 167, respectively of this DRHP, none of our Subsidiaries have any business interest in our Company.

Material Transactions

Other than as disclosed in “Related Party Transactions” on page F-59, there are no sales or purchase between our Company and any of our Subsidiaries where such sales or purchases exceed in value in the aggregate 10% of the total sales or purchases of our Company. For details please refer to “Annexure VI- Related Party Transaction” on page F-59, under the chapter titled “Restated Financial Information” beginning on page 167 of this DRHP

OUR GROUP COMPANIES

As per the requirements of SEBI ICDR Regulations, for the purpose of identification of ‘Group Companies’, our Company has considered those companies as Group Companies, with whom we have entered into related party transactions, under Accounting Standard 18/ IND-AS 24 as per our Restated Consolidated Financial Information or other companies as considered material by our Board. Pursuant to a resolution of our Board dated August 21, 2018, for the purpose of disclosure in DRHP, a company shall be considered material and disclosed as a ‘Group Company’ if (i) companies in which, the investment in the form of equity or loan by our Company exceeds 10% of the consolidated net worth of our Company as per the Restated Consolidated Financial Information for fiscal year ended March 31, 2018; (ii) where our Company has entered into one or more transactions with such company in the last audited financial year, cumulatively exceeding 10% of the total consolidated revenue of our Company for as per the Restated Consolidated Financial Information for fiscal year ended March 31, 2018; and (iii) any other company which the Board may decide.

Further, it is clarified that as the Selling Shareholder is merely a financial investor in our Company and the transactions with the Selling Shareholder reported under the Restated Consolidated Financial Information are only in respect of its investment, the Selling Shareholder has not been considered as a Group Company for the purpose of disclosure in this DRHP.

Based on the above, Coldex Foundation is the only Group Company.

Coldex Foundation

Corporate Information:

Coldex Foundation was incorporated on May 9, 2013 as company limited by shares not for profit under the provisions of Section 25 of the Companies Act, 1956. The CIN of Coldex Foundation is U80903HR2013NPL049111. Its registered office is situated at 705, Coldex, ILD Trade Center, Sector 47, Sohna Road Gurgaon, Haryana - 122001.

In terms of its Memorandum of Association, it is, *inter-alia* allowed to carry on the activity to establish and run in India educational institutions.

Interest of Promoters:

Our Promoter, Mr. Gaurav Jain along with being Director of Coldex Foundation, holds 5000 equity shares of ₹10/-each, aggregating to 50% of the issued, subscribed and paid up share capital of Coldex Foundation.

Audited Financial information:

The following information has been derived from the audited financial statements of Coldex Foundation for the last three Financial Year ended March 31, 2018, 2017 and 2016.

(₹ in million, except share data)

Particulars	Year Ending March 31, 2018	Year Ending March 31, 2017	Year Ending March 31, 2016
Authorised Capital.	0.10	0.10	0.10
Paid-up Equity Capital.	(0.20)	(0.20)	(0.13)
Reserves & Surplus.	(0.10)	(0.10)	(0.03)
Sales	0.68	-	-
Profit after tax	(0.01)	(0.07)	(0.05)
Earning per share and diluted earning per share	(0.62)	(4.71)	(3.65)
Net Asset Value	(10.49)	(9.88)	(3.05)

Details of Group Company with negative net worth and loss-making Group Company

Coldex Foundation had a negative networth during the Financial Years ended March 31, 2018, 2017 and 2016 and it has made a loss of ₹ 0.01 million, ₹ 0.07 million and ₹ 0.05 million in the Financial Year ended March 31, 2018, 2017 and 2016 respectively.

Related party transactions and Significance on the Financial Performance of our Company

For details on related party transactions please refer to “Annexure VI- Related Party Transaction” on page F-59, under the chapter titled “Restated Financial Information” beginning on page 167 of this DRHP.

Sick or Defunct company

As on the date of this Draft Red Herring Prospectus, Coldex Foundation has not become sick or defunct within the meaning of the erstwhile Sick Industrial Companies (Special Provisions) Act, 1985, and Companies Act, respectively or declared insolvent or bankrupt under the Insolvency and Bankruptcy Code, 2016. Further, there are no winding up, insolvency or bankruptcy proceedings initiated against Coldex Foundation, as on the date of this Draft Red Herring Prospectus.

As on the date of this Draft Red Herring Prospectus, no application has been made to the RoC for striking off the name of Coldex Foundation during the preceding five years.

Material Litigations

Coldex Foundation is not a party to any material litigation which will have an impact on the Company

Nature and Extent of Interest of our Group Company

a) In the promotion of our Company

Our Group Company does not have any interest in the promotion of our Company.

b) In the properties acquired or proposed to be acquired by our Company in the past 3 years before filing the DRHP with SEBI

Our Group Company does not have any interest in the properties acquired or proposed to be acquired by our Company in the past 3 years before filing the DRHP with SEBI. However, our Company has entered into a Rent Agreement dated April 1, 2017 with Coldex Foundation for leasing of office premises situated at 705, Coldex, ILD TRADE Center, Sector 47, Sohna Road Gurgaon -122001, Haryana for a period of 24 months commencing from April 1, 2017. Coldex Foundation shall pay an amount of ₹14,500/- per month as rent to our Company.

c) In transaction for acquisition of land, construction of buildings and supply of machineries

For details, please see chapter titled “Annexure VI- Related Party Transaction” on page F-59, under the chapter titled “Restated Financial Information” beginning on page 167 of this DRHP.

Business and other interest in Group Company

Other than as stated above and mentioned in to “Annexure VI- Related Party Transaction” on page F-59, under the chapter titled “Restated Financial Information” beginning on page 167 of this DRHP, our Group Company, does not have any business or other interests in our Company.

Common pursuits amongst Group Company with our Company

Our Group Company, Coldex Foundation does not have interest in any venture that is involved in any activities similar to those conducted by our Company. Our Group Company has been incorporated under Section 25 of the Companies Act, 1956 and does not carry out any business competing with that of our Company.

Sale/Purchase between Group Company exceeding in value in aggregate of 10% of total sales or purchase of our Company

Our Group Company is not involved in any sales or purchase with our Company where such sales or purchases exceed in value the aggregate of 10% of the total sales or purchases of our Company. For details on related party

transactions please see “Annexure VI- Related Party Transaction” on page F-59, under the chapter titled “Restated Financial Information” beginning on page 167 of this DRHP.

Payment of amount or Benefits to our Group Company

Other than stated above and mentioned in to “Annexure VI- Related Party Transaction” on page F-59, under the chapter titled “Restated Financial Information” beginning on page 167 of this DRHP, no amounts or benefits were paid or intended to be paid to our Group Company during the last two years from date of filing this DRHP.

Other Disclosures

Our Group Company is not listed on the stock exchange and have not made any public/rights issue in the last three years. Further no action has been taken against the Group Company by any stock exchange or SEBI.

Further our Group Company has not been debarred from accessing the capital market for any reasons by the SEBI or any other authorities.

Our Group Company has not been identified as willful defaulter as defined under the SEBI ICDR Regulations.

RELATED PARTY TRANSACTIONS

For details on related party transactions please refer to “Annexure VI- Related Party Transaction” on page F-59, under the chapter titled “Restated Financial Information” beginning on page 167 of this Draft Red Herring Prospectus.

DIVIDEND POLICY

The declaration and payment of dividends, if any, will be recommended by our Board of Directors and approved by our shareholders, at their discretion, subject to the provisions of the Articles of Association, the Companies Act and SEBI LODR Regulations. Our Company may also, from time to time, pay interim dividends.

Declaration of dividend, if any, will depend on a number of factors, including but not limited to annual operating plans, capital budgets, quarterly and annual results, investments including mergers and acquisitions, legislations impacting business, competition, strategic updates, financial decisions, funding arrangements, macro-economic environment, changes in accounting policies and applicable accounting standards, client related risks, statutory restriction and other factors considered by our Board of Directors.

In addition, our ability to pay dividends may be impacted by a number of factors, including restrictive covenants under financing arrangements our Company is currently availing of or may enter into to finance our fund requirements for our business activities. For further details, please see chapter titled “Financial Indebtedness” on page 201 of this DRHP.

Our Company has not declared any dividends in the last three Fiscals, the three months ended June 30, 2018 and the period between last audited period and the date of the filing this DRHP.

For further details, please refer to Annexure- X Restated Consolidated Statement of Dividend on page F-75 under chapter titled titled “Restated Financial Information” beginning on page 167 of this DRHP.

SECTION VI – FINANCIAL INFORMATION

RESTATED FINANCIAL INFORMATION

S. No.	Details	Page No.
1.	Restated Consolidated Financial Information	F-1 to F-75

The separate audited financial statements for the past three full financial years immediately preceding the date of the DRHP of the Company and CLPL have been made available on the website of the Company, www.coldex.in.

Independent Auditor's Examination Report on Restated Consolidated Financial Information

To,
The Board of Directors

ColdEX Limited
(formerly known as Swastik Roadlines Private Limited)

404, Vishal Tower,
Janakpuri
New Delhi-110058

Dear Sirs,

- 1) We have examined the attached Restated Consolidated Financial Information of ColdEX Limited (formerly known as Swastik Roadlines Private Limited) (the 'Holding Company' or 'Company') and its subsidiaries (the Holding Company and its subsidiaries together referred to as 'the Group'), which comprise of the Restated Consolidated Statement of Assets and Liabilities as at 30 June 2018, 31 March 2018, 31 March 2017 and 31 March 2016, the Restated Consolidated Statement of Profit and Loss (including other comprehensive income), Restated Consolidated Statement of Changes in Equity and the Restated Consolidated Statement of Cash Flows for each of the period/years ended 30 June 2018, 31 March 2018, 31 March 2017 and 31 March 2016 and the Restated Consolidated Statement of Significant Accounting Policies as approved by the Board of Directors of the Holding Company at their meeting held on 23 November 2018 for the purpose of inclusion in the Draft Red Herring Prospectus ("DRHP") prepared by the Holding Company in connection with its proposed offer of equity shares of the Holding Company prepared in terms of the requirements of Section 26 of Part I of Chapter III of the Companies Act, 2013, as amended ("the Act") read with the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 (ICDR Regulations).
- 2) The preparation of the Restated Consolidated Financial Information is the responsibility of the Management of the Holding Company for the purpose set out in paragraph 10 below. The Management's responsibility includes designing, implementing and maintaining adequate internal controls relevant to the preparation and presentation of the Restated Consolidated Financial Information. The Management is also responsible for identifying and ensuring that the Holding Company complies with the Act and ICDR Regulations.
- 2) We have examined such Restated Consolidated Financial Information taking into consideration:

- a) The terms of reference and terms of our engagement agreed upon with you in accordance with our engagement letter dated 10 July 2018 in connection with the proposed issue of equity shares of the Holding Company; and
 - b) The Guidance Note on Reports in Company Prospectuses (Revised 2016) (“the Guidance Note”) issued by the Institute of Chartered Accountants of India (“ICAI”).
- 3) The Restated Consolidated Financial Information have been compiled by the management of the Holding Company from:
- a) the audited consolidated financial statements of the Group as at and for the period/year ended 30 June 2018 and 31 March 2018 prepared in accordance with Indian Accounting Standards (Ind AS) prescribed under section 133 of the Companies Act, 2013 read with Companies (Indian Accounting Standards) Rules, 2015, as amended and other relevant provisions of the Act, which have been approved by the Board of Directors at their Board meeting held on 14 November 2018 and 24 August 2018 respectively;
 - b) the audited consolidated financial statements of the Group as at and for the year ended 31 March 2017 prepared in accordance with Accounting Standards prescribed under Section 133 of the Companies Act, 2013 read with Rule 7 of the Companies (Accounts) Rules 2014, and the other relevant provisions of the Act which has been approved by the Board of Directors at their Board meeting held on 22 February 2018. These consolidated audited financial statements as at and for the year ended 31 March 2017 have been adjusted for the differences in the accounting principles adopted by the Group on transition to Ind AS (being first time adoption) as on 1 April 2016 (‘transition date’) which were also audited by us;
 - c) the audited consolidated financial statements of the Group for the year ended 31 March 2016 prepared in accordance with Accounting Standards prescribed under Section 133 of the Companies Act, 2013 read with Rule 7 of the Companies (Accounts) Rules 2014, and the other relevant provisions of the Act which has been approved by the Board of Directors at their Board meeting held on 30 September 2016. These audited consolidated financial statements have been adjusted for the differences in the accounting principles adopted by the Group on transition to Ind AS on transition date;
- The Restated Consolidated Financial Information as at and for the year ended 31 March 2016 as mentioned in para 3 (c) above, are referred to as “the Proforma Ind AS Restated Consolidated Financial Information” as per the Guidance note.
- 4) We did not audit the financial statements of a subsidiary of the Group as at and for the period/year ended 30 June 2018 and 31 March 2018 whose total assets, total revenues and net cash inflows included in Restated Consolidated Financial Information is INR .86 million, INR Nil and INR Nil respectively for period ended 30 June 2018 and INR .86 million, INR 2.57 million, and INR .32 million respectively for year ended 31 March 2018. These financial statements have been audited by another firm of chartered accountants, whose audit report has been furnished to us by the Holding Company and our opinion on the consolidated financial statements, in so far as it relates to the amounts and disclosures included in respect of the subsidiary, is based solely on the reports of the other auditor.
- 5) Basis on our examination in accordance with the requirements of Section 26 of Part I of Chapter III of the Act read with the Rules, ICDR Regulations and the Guidance Note, we report that:
- a) The Restated Consolidated Statement of Assets and Liabilities of the Group as at 30 June 2018, 31 March 2018, 31 March 2017 and 31 March 2016 examined by us, as set out in Annexure I to this report, have been arrived at after making adjustments and regrouping/reclassifications as in our

opinion were appropriate and more fully described in Annexure VII: Statement on Adjustments to Audited Consolidated Financial Statements.

- b) The Restated Consolidated Statement of Profit and Loss of the Group for the period/years ended 30 June 2018, 31 March 2018, 31 March 2017 and 31 March 2016 examined by us, as set out in Annexure II to this report, have been arrived at after making adjustments and regrouping/reclassifications as in our opinion were appropriate and more fully described in Annexure VII: Statement on Adjustments to Audited Consolidated Financial Statements.
 - c) The Restated Consolidated Statement of Cash Flows of the for the period/years ended 30 June 2018, 31 March 2018, 31 March 2017 and 31 March 2016 examined by us, as set out in Annexure III to this report, have been arrived at after making adjustments and regrouping/reclassifications as in our opinion were appropriate and more fully described in Annexure VII: Statement on Adjustments to Audited Consolidated Financial Statements.
 - d) The Restated Consolidated Statement of Changes in Equity of the Group for the period/years ended 30 June 2018, 31 March 2018, 31 March 2017 and 31 March 2016 examined by us, as set out in Annexure IV to this report, have been arrived at after making adjustments and regrouping/reclassifications as in our opinion were appropriate and more fully described in Annexure VII: Statement on Adjustments to Audited Consolidated Financial Statements.
- 6) Based on the above, and according to the information and explanations given to us, we further report that the Restated Consolidated Financial Information:
- a) have been made after incorporating adjustments for the changes in accounting policies retrospectively in respective financial years to reflect the same accounting treatment as per changed accounting policy for all the reporting periods;
 - b) have been made after incorporating adjustments for the material amounts in the respective financial years to which they relate; and
 - c) do not contain any extraordinary items that need to be disclosed separately in the Restated Standalone Financial Information and do not contain any qualification requiring adjustments.
- 7) We have also examined the following restated consolidated financial information of the Group set out in the Annexures prepared by the Management of the Holding Company and approved by the Board of Directors on 23 November 2018 for the period/years ended 30 June 2018, 31 March 2018, 31 March 2017 and 31 March 2016:
- a) Annexure V – Restated Consolidated Statement of Significant Accounting Policies;
 - b) Annexure VI- Notes to Restated Consolidated Financial Information;
 - c) Annexure VII- Statement on Adjustments to Audited Consolidated Financial Statements;
 - d) Annexure VIII – Restated Consolidated Statement of Other Financial Information;
 - e) Annexure IX- Restated Consolidated Statement of Capitalisation; and
 - f) Annexure X- Restated Consolidated Statement of Dividend

According to the information and explanations given to us, in our opinion, the Restated Consolidated Financial Information and the above restated financial information contained in Annexures VII to X accompanying this report, read with Restated Consolidated Statement of Significant Accounting Policies disclosed in Annexure V, are prepared after making adjustments and regroupings as considered appropriate contained in Annexures I to X are prepared after making adjustments and regroupings as considered appropriate (including Proforma Ind AS Adjustments) as disclosed in Annexure VII and have been prepared in accordance with Section 26 of Part I of

Chapter III of the Act read with the Rules, ICDR Regulations and the Guidance Note.

- 8) This report should not in any way be construed as a reissuance 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 audited consolidated financial statements referred to herein.
- 9) We have no responsibility to update our report for events and circumstances occurring after the date of the examination report.
- 10) Our report is intended solely for use of the Management of the Holding Company for inclusion in the DRHP to be filed with Securities and Exchange Board of India, the stock exchanges where the equity shares are proposed to be listed and Registrar of Companies, Delhi in connection with the proposed issue of equity shares of the Holding Company. Our report should not be used, referred to or distributed for any other purpose except with our prior consent in writing.

For Walker Chandiok & Co LLP
Chartered Accountants
Firm Registration No: 001076N/N500013

Sumit Mahajan
Partner
Membership Number: 504822

Place: Noida
Date: 23 November 2018

ColdEX Limited (formerly known as Swastik Roadlines Private Limited)

Annexure I : Restated Consolidated Statement of Assets and Liabilities

(All amounts in millions of INR, unless stated otherwise)

	Notes	As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS
ASSETS					
Non-current assets					
Property, plant and equipment	3a	607.84	629.79	742.51	816.12
Capital work-in-progress	3b	7.49	6.78	7.73	20.31
Intangible assets	4	10.64	10.91	2.24	1.66
Intangible assets under development	5	-	-	1.36	1.04
Financial assets					
Investments	6	35.48	35.02	32.87	30.13
Loans	7	28.99	28.33	23.53	17.95
Other financial assets	8	50.00	50.00	50.12	50.10
Deferred tax assets (net)	9	109.12	109.59	26.68	10.12
Income tax assets (net)	10	67.02	66.23	39.67	31.29
Other non-current assets	11	27.32	28.53	39.23	17.38
Total non-current assets		943.90	965.18	965.94	996.10
Current assets					
Inventories	12	89.57	75.41	150.93	123.94
Financial assets					
Investments	13	-	-	49.13	248.55
Trade receivables	14	436.12	427.69	380.53	415.33
Cash and cash equivalents	15	21.84	19.83	77.00	31.60
Other bank balances	16	5.44	5.32	4.88	2.25
Loans	17	2.81	3.20	2.47	2.16
Other financial assets	18	62.49	35.62	45.10	25.54
Other current assets	19	53.23	62.00	92.86	63.42
Total current assets		671.50	629.07	802.90	912.79
Assets classified as held for sale	20	45.23	44.42	34.59	22.97
TOTAL ASSETS		1,660.63	1,638.67	1,803.43	1,931.86
EQUITY AND LIABILITIES					
EQUITY					
Equity share capital	21	13.36	13.36	13.36	13.36
Other equity	22	210.28	197.02	163.17	326.85
Equity attributable to equity holders of the Holding Company		223.64	210.38	176.53	340.21
Non-controlling interest		(0.33)	(0.21)	-	-
Total equity		223.31	210.17	176.53	340.21
LIABILITIES					
Non-current liabilities					
Financial liabilities					
Borrowings	23	557.21	566.86	653.78	676.37
Other financial liabilities	24	6.48	6.69	8.44	5.05
Provisions	25	5.92	5.62	7.78	5.72
Total non current liabilities		569.61	579.17	670.00	687.14
Current liabilities					
Financial liabilities					
Borrowings	26	420.56	420.93	420.51	421.11
Trade payables	27				
-Total outstanding dues of micro enterprises and small enterprises		-	-	-	-
-Total outstanding dues of creditors other than micro enterprises and small enterprises		316.97	312.32	390.94	285.07
Other financial liabilities	28	70.21	76.32	114.51	158.71
Other current liabilities	29	59.55	39.36	30.58	39.27
Provisions	30	0.42	0.40	0.36	0.35
Total current liabilities		867.71	849.33	956.90	904.51
TOTAL EQUITY AND LIABILITIES		1,660.63	1,638.67	1,803.43	1,931.86

The accompanying Restated Consolidated Statement of Significant Accounting Policies in Annexure V and Notes to the Restated Consolidated Financial Information in Annexure VI are an integral part of this statement.

For and on behalf of the Board of Directors of

ColdEX Limited (formerly known as Swastik Roadlines Private Limited)

Gaurav Jain
Managing Director
DIN 00900552
Date: 23.11.2018
Place: Gurugram

Tanu Jain
Director
DIN 06513467

Anoop Agarwal
Chief Financial Officer

Mansi Keshwani
Company Secretary
Membership No.: 55150

Annexure II : Restated Consolidated Statement of Profit and Loss

(All amounts in millions of INR, unless stated otherwise)

Particulars	Notes	For the quarter ended 30 June 2018	For the year ended 31 March 2018	For the year ended 31 March 2017	For the year ended 31 March 2016 Proforma Ind AS
Revenue					
Revenue from operations	31	835.43	2,563.82	2,256.64	1,575.56
Other income	32	5.27	78.59	40.58	17.81
		840.70	2,642.41	2,297.22	1,593.37
Expenses					
Purchase of goods for trading/distribution	33	421.00	1,082.56	741.70	-
Changes in inventories of goods for trading/distribution	34	(17.11)	(9.55)	(5.31)	-
Employee benefits expense	35	24.76	98.65	92.24	92.35
Other expenses	36	336.07	1,278.90	1,396.01	1,326.25
		764.72	2,450.56	2,224.64	1,418.60
Earning before interest, tax, depreciation and amortisation (EBITDA)		75.98	191.85	72.58	174.77
Finance costs	37	25.53	97.30	105.13	116.73
Depreciation and amortisation expense	38	34.51	147.34	146.36	142.67
Profit/(loss) before tax		15.94	(52.79)	(178.91)	(84.63)
Tax expense					
Current tax		2.39	(0.41)	-	1.83
Deferred tax	44	0.46	(83.80)	(16.78)	5.62
Total tax expense		2.85	(84.21)	(16.78)	7.45
Profit/(loss) for the year/period		13.09	31.42	(162.13)	(92.08)
Other comprehensive income					
Items that will not be reclassified to profit and loss					
Remeasurements of defined benefit plans		0.07	3.06	0.86	2.19
Income tax relating to items that will not be reclassified to profit or loss		(0.02)	(0.89)	(0.22)	(0.68)
Other comprehensive income		0.05	2.17	0.64	1.51
Total comprehensive income/(loss) for the year/period		13.14	33.59	(161.49)	(90.57)
Profit/(loss) for the year/period					
Attributed to:					
Equity holders of the Holding Company		13.21	31.68	(162.13)	(92.08)
Non controlling interest		(0.12)	(0.26)	-	-
Other comprehensive income:					
Items that will not be reclassified to profit and loss					
Attributed to:					
Equity holders of the Holding Company		0.05	2.17	0.64	1.51
Non controlling interest		-	-	-	-
Total comprehensive income/(loss) for the year/period:					
Attributed to:					
Equity holders of the Holding Company		13.26	33.85	(161.49)	(90.57)
Non controlling interest		(0.12)	(0.26)	-	-
Earnings/(loss) per share (basic and diluted) (INR per share)	42	1.75	4.20	(21.49)	(12.20)

The accompanying Restated Consolidated Statement of Significant Accounting Policies in Annexure V and Notes to the Restated Consolidated Financial Information in Annexure VI are an integral part of this statement.

For and on behalf of the Board of Directors of

ColdEX Limited (formerly known as Swastik Roadlines Private Limited)

Gaurav Jain
Managing Director
DIN 00900552

Tanu Jain
Director
DIN 06513467

Anoop Agarwal
Chief Financial Officer

Mansi Keshwani
Company Secretary
Membership No.: 55150

Date: 23.11.2018

Place: Gurugram

Annexure III : Restated Consolidated Statement of Cash Flow

(All amounts in millions of INR, unless stated otherwise)

Particulars	For the quarter ended 30 June 2018	For the year ended 31 March 2018	For the year ended 31 March 2017	For the year ended 31 March 2016 Proforma Ind AS
A CASH FLOW FROM OPERATING ACTIVITIES				
Profit/(loss) before tax	15.94	(52.79)	(178.91)	(84.63)
Adjustments for:				
Depreciation and amortisation expense	34.51	147.34	146.36	142.67
Finance costs	25.53	97.30	105.13	116.73
Interest income	(3.25)	(8.70)	(16.98)	(2.57)
Net gain on sale of investments	-	(2.22)	(11.18)	(0.09)
Loss/(gain) on sale of property, plant and equipment (net)	-	(1.10)	-	-
Gain on fair valuation of investments	(0.46)	(2.15)	(6.37)	(1.10)
Gain on modification of lease	-	(48.60)	-	-
Impairment for doubtful debts (including expected credit loss) provided for/(written-back)	4.45	6.84	(2.05)	11.32
Irrecoverable debts/ advances written off	0.88	-	0.39	18.25
Excess provision written back	-	-	-	(3.52)
Liabilities no longer required written back	(0.35)	(7.66)	(6.14)	(9.43)
Employee stock option expense	-	-	-	(7.47)
Reversal of straight lining provision	-	(0.87)	-	-
Impairment on asset held for sale	-	1.84	-	-
Gain/(loss) on fair valuation of CCPS	(0.77)	(5.93)	23.71	-
Operating profit before working capital changes	76.48	123.30	53.96	180.16
Movement in working capital				
Movement in				
Current and non-current loans	(0.27)	(3.78)	(4.77)	(0.79)
Inventories	(14.16)	75.52	(26.99)	(32.04)
Other financial assets	(27.36)	11.18	(12.15)	(1.83)
Other assets	9.33	33.21	(56.07)	(36.84)
Trade receivables	(12.88)	(82.29)	4.92	(61.90)
Other financial liabilities	(1.59)	4.03	(1.29)	14.94
Provisions	0.32	(2.12)	2.06	5.85
Other liabilities	14.51	2.04	(19.04)	20.09
Trade payables	5.02	(42.65)	143.90	64.83
Cash flow from operating activities post working capital changes	49.39	118.44	84.54	152.47
Income tax paid (net)	(3.15)	(26.15)	(8.38)	(14.89)
Net cash generated from operating activities (A)	46.24	92.29	76.16	137.58
B CASH FLOWS FROM INVESTING ACTIVITIES				
Purchase of property, plant and equipment (including capital work-in-progress) and capital advances	(17.45)	(50.06)	(86.71)	(117.67)
Purchase of intangible assets (including intangible assets under development)	-	-	-	(1.15)
Interest received	3.25	5.93	6.03	3.23
Investment in mutual funds	-	-	(150.00)	(330.00)
Proceeds from sale of investments	-	51.35	376.74	52.50
Proceeds from property, plant and equipment	6.20	18.00	5.73	3.12
Fixed deposit with banks matured having original maturity of more than three months	-	-	-	5.07
Purchase of investments	-	-	(12.50)	-
Movement in fixed deposits and margin money	-	-	(2.88)	-
Net cash generated from/(used in) investing activities (B)	(8.00)	25.22	136.41	(384.90)
C CASH FLOWS FROM FINANCING ACTIVITIES				
Proceeds from issue of share capital	-	0.05	-	-
Proceeds from non current borrowings	-	24.93	33.46	551.30
Repayment of non current borrowings	(9.85)	(98.18)	(118.13)	(163.95)
Repayment of current borrowings (net)	(0.37)	(0.66)	(0.61)	(5.50)
Finance costs paid	(26.01)	(100.82)	(80.20)	(116.87)
Expenses incurred on issue of CCPS	-	-	(1.69)	-
Net cash generated from/(used in) financing activities (C)	(36.23)	(174.68)	(167.17)	264.98
Increase/(decrease) in cash and cash equivalents (A+B+C)	2.01	(57.17)	45.40	17.66
Cash and cash equivalents at the beginning of the year	19.83	77.00	31.60	13.94
Cash and cash equivalents at the end of the year/period	21.84	19.83	77.00	31.60

ColdEX Limited (formerly known as Swastik Roadlines Private Limited)

Annexure III : Restated Consolidated Statement of Cash Flow

(All amounts in millions of INR, unless stated otherwise)

Notes to Restated Consolidated Statement of Cash Flow

1. Reconciliation of cash and cash equivalents as per the cash flow statement*

Cash and cash flow statements as per above comprise of the following:

Cash and cash equivalents	21.84	19.83	77.00	31.60
	21.84	19.83	77.00	31.60

*Refer note 15 for break up of cash and cash equivalents.

2. The above cash flow statement has been prepared under the indirect method as set out in Indian Accounting standard 7 "Statement of Cash Flows".

The accompanying Restated Consolidated Statement of Significant Accounting Policies in Annexure V and Notes to the Restated Consolidated Financial Information in Annexure VI are an integral part of this statement.

For and on behalf of the Board of Directors of

ColdEX Limited (formerly known as Swastik Roadlines Private Limited)

Gaurav Jain
Managing Director
DIN 00900552

Tanu Jain
Director
DIN 06513467

Anoop Agarwal
Chief Financial Officer

Mansi Keshwani
Company Secretary
Membership No.: 55150

Date: 23.11.2018

Place: Gurugram

Annexure IV : Restated Consolidated Statement of Changes in Equity

(All amounts in millions of INR, unless stated otherwise)

A Equity share capital

Particulars	Notes	Amount
As at 1 April 2015 - Proforma Ind AS		13.36
Changes in equity share capital	21	-
As at 31 March 2016 - Proforma Ind AS		13.36
Changes in equity share capital	21	-
As at 31 March 2017		13.36
Changes in equity share capital	21	-
As at 31 March 2018		13.36
Changes in equity share capital	21	-
As at 30 June 2018		13.36

B Other equity

Particulars	Reserves and surplus			Equity attributable to equity holders	Non-controlling interest	Total
	Security Premium	Share option outstanding amount	Retained earnings			
Balance as at 1 April 2015 Proforma Ind AS	402.04	9.66	13.19	424.89	-	424.89
Loss for the year	-	-	(92.08)	(92.08)	-	(92.08)
Other comprehensive income	-	-	1.51	1.51	-	1.51
Share options cancelled (refer note 52)	-	(7.47)	-	(7.47)	-	(7.47)
Total	-	(7.47)	(90.57)	(98.04)	-	(98.04)
Balance as at 31 March 2016 Proforma Ind AS	402.04	2.19	(77.38)	326.85	-	326.85
Loss for the year	-	-	(162.13)	(162.13)	-	(162.13)
Other comprehensive income	-	-	0.64	0.64	-	0.64
Share options cancelled (refer note 52)	-	(2.19)	-	(2.19)	-	(2.19)
Total	-	(2.19)	(161.49)	(163.68)	-	(163.68)
Balance as at 31 March 2017	402.04	-	(238.87)	163.17	-	163.17
Profit for the year	-	-	31.42	31.42	-	31.42
Other comprehensive income	-	-	2.17	2.17	-	2.17
Share of non-controlling interest	-	-	0.26	0.26	(0.21)	0.05
Total	-	-	33.85	33.85	(0.21)	33.64
Balance as at 31 March 2018	402.04	-	(205.02)	197.02	(0.21)	196.81
Profit for the period	-	-	13.09	13.09	-	13.09
Other comprehensive income	-	-	0.05	0.05	-	0.05
Share of non-controlling interest	-	-	0.12	0.12	(0.12)	-
Total	-	-	13.26	13.26	(0.12)	13.14
Balance as at 30 June 2018	402.04	-	(191.76)	210.28	(0.33)	209.95

The accompanying Restated Consolidated Statement of Significant Accounting Policies in Annexure V and Notes to the Restated Consolidated Financial Information in Annexure VI are an integral part of this statement.

For and on behalf of the Board of Directors of

ColdEX Limited (formerly known as Swastik Roadlines Private Limited)

Gaurav Jain
Managing Director
DIN 00900552

Tanu Jain
Director
DIN 06513467

Anoop Agarwal
Chief Financial Officer

Mansi Keshwani
Company Secretary
Membership No.: 55150

Date: 23.11.2018

Place: Gurugram

ColdEX Limited (formerly known as Swastik Roadlines Private Limited)

Annexure V: Restated Consolidated Statement of Significant Accounting Policies

(All amounts in millions of INR, unless stated otherwise)

1. Corporate information

ColdEX Limited (formerly known as Swastik Roadlines Private Limited) (the “Company”) was incorporated on 30 March 1999. The Company provides transportation services. The Company is a multi-temperature cold chain logistics Company with single window integrated logistics services for all the elements of the supply chain management. The Company owns a dedicated fleet of vehicles for local and national distribution by road. The Company is domiciled in India with registered office situated at 404, 4th Floor, Vishal Tower, District Centre, Janakpuri New Delhi Pin code-110058 and corporate office situated at 705, ILD Trade Centre, Sohna Road, Sector-47, Gurugram. Haryana Pin code-122018. The Restated Consolidated Financial Information of the Company are authorised for issue on 23 November 2018 in accordance with a resolution of the Board of Directors.

2. Basis of preparation

The Restated Consolidated Statement of Assets and Liabilities of the Company as at 30 June 2018, 31 March 2018, 31 March 2017 and 31 March 2016 the Restated Consolidated Statement of Profit and Loss, the Restated Consolidated Statement of Cash flows and the Restated Consolidated Statement of Changes in Equity for the period/years then ended and Notes to Restated Consolidated Financial Information (together referred as ‘Restated Consolidated Financial Information’) has been prepared under Indian Accounting Standards (‘Ind AS’) notified under the Companies (Indian Accounting Standards) Rules, 2015 read with Section 133 of the Companies Act, 2013 (the ‘Act’) to the extent applicable. The Restated Consolidated Financial Information has been compiled by the management of the Company from:

- i. the audited Consolidated financial statements of the Company as at and for the period/year ended 30 June 2018 and 31 March 2018 prepared in accordance with Indian Accounting Standards (Ind AS) prescribed under section 133 of the Companies Act, 2013 read with Companies (Indian Accounting Standards) Rules, 2015 and Companies (Indian Accounting Standards) (Amendment) Rules, 2016 and other relevant provisions of the Act, which have been approved by the Board of Directors at their Board meeting held on 14 November 2018 and 24 August 2018;
- ii. the audited Consolidated financial statements of the Company as at and for the year ended 31 March 2017 prepared in accordance with Accounting Standards prescribed under Section 133 of the Companies Act, 2013 read with Rule 7 of the Companies (Accounts) Rules 2014, and the other relevant provisions of the Act which has been approved by the Board of Directors at their Board meeting held on 31 October 2017. These Consolidated audited financial statements as at and for the year ended 31 March 2017 have been adjusted for the differences in the accounting principles adopted by the Company on transition to Ind AS (being first time adoption) as on 1 April 2016 (‘transition date’);
- iii. the audited Consolidated financial statements of the Company as at and for the year ended 31 March 2016 prepared in accordance with Accounting Standards prescribed under Section 133 of the Companies Act, 2013 read with Rule 7 of the Companies (Accounts) Rules 2014, and the other relevant provisions of the Act which has been approved by the Board of Directors at their Board meeting held on 30 September 2016. These audited Consolidated financial statements have been adjusted for the differences in the accounting principles adopted by the Company on transition to Ind AS on transition date; and

The audited Consolidated financial statements of the Company, referred to above, as at and for the year ended 31 March 2016 has been converted into Ind AS to align accounting policies, exemptions and disclosures as adopted for the preparation of the first Ind AS financial statements for the year ended 31 March 2018. This Restated Consolidated Financial Information as at and for the year ended 31 March 2016 is referred to as “the Proforma Ind AS Restated Consolidated Financial Information”.

In accordance with Ind AS 101 First-time Adoption of Indian Accounting Standards (refer note 43 of Annexure VI 'Notes to Restated Consolidated Financial Information'), the Company has presented an explanation of how the transition to Ind AS has affected the previously reported financial position, financial performance and cash flows.

This Restated Consolidated Financial Information has been prepared for inclusion in the Offer Document to be filed by the Company with the Securities and Exchange Board of India ('SEBI') in connection with proposed Initial Public Offering of its equity shares, in accordance with the requirements of:

- (i) Sub-section (1) of Section 26 of Chapter III of the Act; and
- (ii) relevant provisions of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, issued by the Securities and Exchange Board of India ('SEBI') on 11 September 2018 in pursuance of the Securities and Exchange Board of India Act, 1992.

2.1 Summary of significant accounting policies

a. Basis of consolidation

The group's financial statements consolidate the financial statements of all of its subsidiaries as of 30 June 2018.

Subsidiaries are all entities over which the Company has control. The group controls an entity if and only if it has the following:

- power over the entity,
- exposure, or rights, to variable returns from its involvement with the entity; and
- the ability to use its power over the entity to affect the amount of its returns.

Subsidiaries are fully consolidated from the date on which control is transferred to the group. They are deconsolidated from the date that control ceases.

b. Basis of classification of current and non-current

Assets and Liabilities in the balance sheet have been classified as either current or non-current based upon the requirements of Schedule III, as amended notified under the Companies Act, 2013.

An asset has been classified as current if (a) it is expected to be realized in, or is intended for sale or consumption in, the Company's normal operating cycle; or (b) it is held primarily for the purpose of being traded; or (c) it is expected to be realized within twelve months after the reporting date; or (d) it is cash or cash equivalent unless it is restricted from being exchanged or used to settle a liability for at least twelve months after the reporting date. All other assets have been classified as non-current.

A liability has been classified as current when (a) it is expected to be settled in the Company's normal operating cycle; or (b) it is held primarily for the purpose of being traded; or (c) it is due to be settled within twelve months after the reporting date; or (d) the Company does not have an unconditional right to defer settlement of the liability for at least twelve months after the reporting date. All other liabilities have been classified as non-current.

Deferred tax assets and liabilities are classified as non-current assets and liabilities.

An operating cycle is the time between the acquisition of assets for processing and their realization in cash or cash equivalents.

ColdEX Limited (formerly known as Swastik Roadlines Private Limited)

Annexure V: Restated Consolidated Statement of Significant Accounting Policies

(All amounts in millions of INR, unless stated otherwise)

c. Functional and presentation currency

The Restated Consolidated Financial Information is prepared in Indian Rupees (INR), which is also the Company's functional Currency. Functional Currency is the currency of the primary economic environment in which an entity operates and is normally the currency in which the entity generates and spends cash.

d. Historical Cost Convention

The Restated Consolidated Financial Information has been prepared under historical cost convention except for certain financial assets and financial liabilities that are measured at fair value as required under relevant Ind AS.

e. Property, plant and equipment ('PPE')

PPE and capital work-in progress are stated at cost, net of accumulated depreciation and accumulated impairment losses, if any. Such cost includes the cost of replacing part of the plant and equipment and borrowing costs for long-term construction projects if the recognition criteria are met.

Cost comprises the purchase price and any directly attributable cost of bringing the asset to its working condition for the intended use. Any trade discounts and rebates are deducted in arriving at the purchase price. The cost of an item of PPE shall be recognised as an asset if, and only if:

- a) it is probable that future economic benefits associated with the item will flow to the entity; and
- b) the cost of the item can be measured reliably.

Subsequent expenditure related to an item of PPE is added to its book value only if it increased the future benefits from the existing asset beyond its previously assessed standard of performance. All other expenses on existing assets, including day-to-day repair and maintenance expenditure and cost of replacing parts, are charged to the Statement of Profit and Loss for the year during which such expenses are incurred.

Depreciation on property, plant and equipment

Depreciation on PPE is provided using straight-line method, computed on the basis of useful life prescribed in Schedule II to the Companies Act, 2013, except for certain class of assets – where the Company has assessed the useful lives (as mentioned in the table below) lower than as prescribed in the Schedule II, based on the technical assessment.

Assets category	Useful life estimated by the management based on technical assessment (years)	Useful Life as per Schedule II (years)
Plant and machinery		
- Air conditioners equipped in vehicles	9-10 years	15 years
- Others	15 years	15 years
Office equipment's	5 years	5 years
Computers	3 years	3 years
Furniture and fixtures	10 years	10 years
Vehicles	9-10 years	6-8 years

Leasehold improvements are depreciated over the primary lease period of the properties.

The residual values, useful lives and methods of depreciation of property, plant and equipment are reviewed at each financial year end and adjusted prospectively, if appropriate.

f. Intangible assets

Intangible assets acquired separately are measured on initial recognition at cost. Following initial recognition, intangible assets are carried at cost less accumulated amortization impairment losses, if any.

Recognition:

The costs of intangible asset are recognised as an asset if, and only if:

- it is probable that future economic benefits associated with the item will flow to the entity; and
- the cost of the item can be measured reliably.

Intangibles representing computer software are amortized using the straight line method over their estimated useful lives of five years.

Intangible assets with finite lives are amortised over the useful economic life and assessed for impairment, whenever there is an indication that the intangible asset may be impaired. The amortisation period and the amortisation method for an intangible asset with a finite useful life are reviewed at each financial year end and adjusted prospectively, if appropriate treating them as changes in accounting estimates. The maintenance expenses on intangible assets with finite lives is recognised in the statement of profit and loss, unless such expenditure forms part of carrying value of an asset and satisfies recognition criteria.

Gains/(losses) arising from de-recognition of an intangible asset are measured as the difference between the net disposal proceeds and the carrying amount of the asset and are recognised in the statement of profit or loss when the asset is de-recognised.

Assets carrying amount is written down immediately to its recoverable amount if the asset's carrying amount is greater than its estimated recoverable amount.

g. Leases

The determination of whether an arrangement is (or contains) a lease is based on the substance of the arrangement at the inception of the lease. The arrangement is, or contains, a lease if fulfilment of the arrangement is dependent on the use of a specific asset or assets and the arrangement conveys a right to use the asset or assets, even if that right is not explicitly specified in an arrangement. For arrangements entered into prior to 01 April 2016, the Company has determined whether the arrangement contain lease on the basis of facts and circumstances existing on the date of transition.

Company as a lessee

A lease is classified at the inception date as a finance lease or an operating lease. A lease that transfers substantially all the risks and rewards incidental to ownership to the Company is classified as a finance lease.

Finance leases are capitalised at the commencement of the lease at the inception date fair value of the leased property or, if lower, at the present value of the minimum lease payments. Lease payments are apportioned between finance charges and reduction of the lease liability so as to achieve a constant rate of interest on the remaining balance of the liability. Finance charges are recognised in finance costs in the Statement of Profit and Loss, unless they are directly attributable to qualifying assets, in which case they are capitalized in accordance with the Company's general policy on the borrowing costs. Contingent rentals are recognised as expenses in the periods in which they are incurred.

A leased asset is depreciated over the useful life of the asset. However, if there is no reasonable certainty that the Company will obtain ownership by the end of the lease term, the asset is depreciated over the shorter of the estimated useful life of the asset and the lease term.

Operating lease payments are recognised as an expense in the Statement of Profit and Loss on a straight line basis over the lease term unless another systematic basis is more representative of the time pattern of the user's

benefit or the lease payments are structured to increase in line with expected general inflation to compensate for the lessor's expected inflationary cost increases.

h. Impairment of tangible and intangible assets

At the end of each reporting period, the Company reviews the carrying amounts of its tangible and intangible assets of a "Cash Generating Unit" (CGU) to determine whether there is any indication that those assets have suffered an impairment loss. Individual assets are grouped for impairment assessment purposes at the lowest level at which there are identifiable cash flows that are largely independent of the cash flows of other groups of assets. If any such indication exists, the recoverable amount of the asset is estimated in order to determine the extent of the impairment loss (if any). When it is not possible to estimate the recoverable amount of an individual asset, the Company estimates the recoverable amount of the cash-generating unit to which the asset belongs. When a reasonable and consistent basis of allocation can be identified, corporate assets are also allocated to individual cash-generating units, or otherwise they are allocated to the smallest group of cash-generating units for which a reasonable and consistent allocation basis can be identified.

Recoverable amount is the higher of fair value less costs of disposal and value in use. 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 for which the estimates of future cash flows have not been adjusted.

If the recoverable amount of an asset (or cash-generating unit) is estimated to be less than its carrying amount, the carrying amount of the asset (or cash-generating unit) is reduced to its recoverable amount. An impairment loss is recognised immediately in profit or loss.

When an impairment loss subsequently reverses, the carrying amount of the asset (or a cash-generating unit) is increased to the revised estimate of its recoverable amount. The increased carrying amount does not exceed the carrying amount that would have been determined had no impairment loss been recognised for the asset (or cash-generating unit) in prior years. A reversal of an impairment loss is recognised immediately in the statement of profit and loss.

i. Borrowing costs

General and specific borrowing costs directly attributed to the acquisition, construction or production of a qualifying asset are capitalised upto the period of time that is required to complete and prepare the asset for its intended use or sale. Qualifying assets are assets that necessarily take a substantial period of time to get ready for their intended use or sale.

All other borrowing costs are expensed in the period in which they occur or accrue. Borrowing costs consist of interest and other costs that an entity incurs in connection with the borrowing of funds.

j. Contingent Liabilities

A contingent liability is a possible obligation that arises from past events whose existence will be confirmed by the occurrence or non-occurrence of one or more uncertain future events beyond the control of the Company or a present obligation that is not recognised because it is not probable that an outflow of resources will be required to settle the obligation. A contingent liability also arises in extremely rare cases where there is a liability that cannot be recognised because it cannot be measured reliably. The Company does not recognize a contingent liability but discloses its existence in the financial statements. Contingent assets are only disclosed when it is probable that the economic benefits will flow to the entity.

k. Provisions

Provisions are recognised when the Company 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 Company 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.

I. Revenue recognition

The Company derives revenue primarily from rendering services relating to cold storage/ warehousing, distribution and administration of goods through buying and selling on behalf of customers.

Effective 1 April 2018, the company adopted Ind AS 115 “Revenue from Contracts with customers” using the modified retrospective method. Under the modified retrospective method, an entity applies Ind AS 115 only for contracts that are not completed on or before 30 June 2018.

Freight income and related expenditure.

To determine whether to recognize revenue, the Company follows a 5-step process:

1. Identifying the contract with a customer
2. Identifying the performance obligations
3. Determining the transaction price
4. Allocating the transaction price to the performance obligations
5. Recognising revenue when/as performance obligation(s) are satisfied.

Identifying the performance obligations

Under Ind AS 115, the Company must evaluate the separability of the promised goods or services based on whether they are ‘distinct’. A promised good or service is ‘distinct’ if both:

- the customer benefits from the item either on its own or together with other readily available resources, and
- it is ‘separately identifiable’ (i.e. the Company does not provide a significant service integrating, modifying or customizing it)

Determining the transaction price

Under Ind AS 115, the Company shall consider the terms of the contract and its customary business practices to determine the transaction price. The transaction price excludes amounts collected on behalf of third parties. The consideration promised include fixed amounts, variable amounts, or both.

Where the Company has a right to consideration from a customer in an amount that corresponds directly with the value to the customer of the performance completed to date (for example, charges per case/pallet), the Company recognises revenue in the amount to which it has a right to invoice.

Allocating the transaction price to the performance obligations

The transaction price is allocated to the separately identifiable performance obligations on the basis of their standalone selling price (in case of storage and distribution contracts where the customer pays a fixed rate per item for all the services provided). For services that are not provided separately, the standalone selling price is estimated using adjusted market assessment approach.

Recognising revenue when/as performance obligation(s) are satisfied.

Revenue is recognised to the extent that it is probable that the economic benefits will flow to the Company and the revenue can be reliably measured, regardless of when the payment is being made.

Revenue is recognised either at a point in time or over time, when (or as) the Company satisfies performance obligations by transferring the promised goods or services to its customers.

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Annexure V: Restated Consolidated Statement of Significant Accounting Policies

(All amounts in millions of INR, unless stated otherwise)

The Company derives revenue primarily from two segments i.e. **Integrated distribution and Fulfilment services.**

Integrated distribution comprises of complete end to end supply chain management service for the customers i.e. Cold storage/warehousing services including loading and handling (with or without sale/trading of goods) and transportation services. Further, Fulfilment services comprises of services relating to either Cold storage/warehousing services including loading and handling or transportation services.

Sale of goods: Revenue from sale of goods is recognised when all the significant risks and rewards of ownership of the goods have been passed to the buyer, usually on delivery of the goods. The Company collects sales taxes, goods and service tax (GST) and value added taxes (VAT) on behalf of the government and, therefore, these are not economic benefits flowing to the Company. Hence, they are excluded from revenue.

Rendering of services: The Company provides multiple services relating to storage and distribution. These services are either provided separately or bundled together with other services provided to a customer.

i. Cold storage/warehousing services including loading and handling

Revenue from storage services is recognised over a period of time, as and when the service is provided. Further, revenue from loading and unloading services is recognised at a point in time, when the performance obligation is completed

ii. Transportation services:

Contract revenue and contract costs associated with the transportation service are recognised as revenue and expenses respectively over a period of time i.e. by reference to the stage of completion of the contract activity at the end of the reporting period, when the outcome of a transportation service can be estimated reliably.

Freight costs represent costs of obtaining transportation services from other direct carriers or the direct cost incurred to perform the services and is accounted for in accordance with contractual terms with the service provider typically to the stage of completion of the contract activity at the end of the reporting period.

Interest

Interest income is recognized on a time proportion basis taking into account the amount outstanding and the applicable interest rate. Interest income is included under the head “other income” in the statement of profit and loss.

Other

Other items of income are accounted as and when the right to receive such income arises and it is probable that the economic benefits will flow to the Company and the amount of income can be measured reliably.

m. Income tax

Tax expense recognised in Statement of Profit and Loss comprises the sum of deferred tax and current tax except the ones recognised in other comprehensive income or directly in equity.

Current tax is determined as the tax payable in respect of taxable income for the year and is computed in accordance with relevant tax regulations. Current income tax relating to items recognised outside profit or loss is recognised outside profit or loss (either in other comprehensive income or in equity).

Deferred tax is recognised in respect of temporary differences between carrying amount of assets and liabilities for financial reporting purposes and corresponding amount used for taxation purposes. Deferred tax assets on unrealised tax loss are recognised to the extent that it is probable that the underlying tax loss will be utilised against future taxable income. This is assessed based on the Company’s forecast of future operating results, adjusted for significant non-taxable income and expenses and specific limits on the use of any unused tax loss. 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 Statement of Profit and Loss is recognised outside Statement of Profit or Loss (either in other comprehensive income or in equity).

n. Minimum Alternate Tax (MAT)

Minimum alternate tax ('MAT') credit is recognised as an asset only when and to the extent there is convincing evidence that the Company will pay normal income tax during the specified period. In the year in which MAT credit becomes eligible to be recognised as an asset in accordance with the recommendations contained in guidance note issued by the Institute of Chartered Accountants of India, the said asset is created by way of a credit to the Statement of Profit and Loss and shown as MAT credit entitlement. The Company reviews the same at each balance sheet date and writes down the carrying amount of MAT credit entitlement to the extent it is not reasonably certain that the Company will pay normal income tax during the specified period.

o. Retirement and other employee benefits

All employee benefits payable/available within twelve months of rendering the service are classified as short-term employee benefits. Benefits such as salaries, wages and bonus etc., are recognised in the statement of profit and loss in the period in which the employee renders the related service.

Provident fund:

Retirement benefit in the form of provident fund is a defined contribution scheme. The Company has no obligation, other than the contribution payable to the provident fund. The Company recognises contribution payable to the provident fund scheme as an expense, when an employee renders the related service. If the contribution payable to the scheme for service received before the balance sheet date exceeds the contribution already paid, the deficit payable to the scheme is recognised as a liability after deducting the contribution already paid. If the contribution already paid exceeds the contribution due for services received before the balance sheet date, then excess is recognised as an asset to the extent that the pre-payment will lead to, for example, a reduction in future payment or a cash refund.

Gratuity:

Gratuity is a defined benefit scheme. The cost of providing benefits under the defined benefit plan is determined using the projected unit credit method. The Company recognises termination benefit as a liability and an expense when the Company has a present obligation as a result of 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. If the termination benefits fall due more than twelve months after the balance sheet date, they are measured at present value of future cash flows using the discount rate determined by reference to market yields at the balance sheet date on government bonds.

Re-measurements, comprising 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 OCI in the period in which they occur. Re-measurements are not reclassified to profit or loss in subsequent periods.

Net interest is calculated by applying the discount rate to the net defined benefit liability or asset.

The Company 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

Compensated absence:

The Company treats accumulated leave expected to be carried forward beyond twelve months, as long-term employee benefit which are computed based on the actuarial valuation using the projected unit credit method at the period end. Actuarial gains/losses are immediately taken to the Statement of Profit and Loss and are not deferred. The Company presents the leave as a current liability in the balance sheet to the extent it does not have an unconditional right to defer its settlement for twelve months after the reporting date. Where Company has the unconditional legal and contractual right to defer the settlement for a period beyond twelve months, the balance is presented as a non-current liability.

Accumulated leave, which is expected to be utilized within the next twelve months, is treated as short term employee benefit. The Company measures the expected cost of such absences as the additional amount that it expects to pay as a result of the unused entitlement that has accumulated at the reporting date.

All other employee benefits payable/available within twelve months of rendering the service are classified as short-term employee benefits. Benefits such as salaries, wages, bonus, etc. are recognised in the Statement of Profit and Loss in the period in which the employee renders the related service.

p. Segment reporting policies

Operating segments are reported in a manner consistent with the internal reporting provided to the Chief Operating Decision Maker. Chief Operating Decision Maker review the performance of the Company according to the nature of services provided, with each segment representing a strategic business unit that serves different markets. The analysis of geographical segments is based on the locations of customers.

Segment accounting policies

The Company prepares its segment information in conformity with the accounting policies adopted for preparing and presenting financial statements of the Company as a whole.

q. Asset held for sale

Non current assets are classified as held for sale if their carrying amount will be recovered principally through sale transaction rather than through continuing use and a sale is considered highly probable. They are measured at lower of their carrying amount or fair value less cost to sell, except for assets such as deferred tax, assets arising from employee benefit, financial assets and contractual rights under insurance contracts, which are specifically exempted from this requirement.

Non current assets are not depreciated or amortised while they are classified as held for sale. Non current assets held for sale are presented separately from other assets in the balance sheet.

r. Fair value measurement

The Company measures financial instruments at fair value which is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value measurement is based on the presumption that the transaction to sell the asset or transfer the liability takes place either in the principal market for the asset or liability, or in the absence of a principal market, in the most advantageous market for the asset or liability.

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:

Level 1 - Quoted (unadjusted) market prices in active markets for identical assets or liabilities;

Level 2 - Valuation techniques for which the lowest level input that is significant to the fair value measurement is directly or indirectly observable; and

Level 3 - Valuation techniques for which the lowest level input that is significant to the fair value measurement is unobservable.

The Company 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. For assets and liabilities that are recognised in the balance sheet on a recurring basis, the Company determines whether transfers have occurred between levels in the hierarchy by re-assessing categorisation (based on the lowest level input that is significant to the fair value measurement as a whole) at the end of each reporting period.

For the purpose of fair value disclosures, the Company has determined classes of assets and liabilities on the basis of the nature, characteristics and risks of the asset or liability and the level of the fair value hierarchy as explained above.

s. Financial instruments

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

Financial assets:

Initial recognition 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 or loss, transaction costs that are attributable to the acquisition of the financial asset. Transaction costs of financial assets carried at fair value through profit or loss are expensed in profit or loss. Purchases or sales of financial assets that require delivery of assets within a time frame established by regulation or convention in the market place (regular way trades) are recognised on the trade date, i.e., the date that the Company commits to purchase or sell the asset.

Impairment of financial assets

In accordance with Ind AS 109, the Company applies expected credit loss (ECL) model for measurement and recognition of impairment loss on the following financial assets and credit risk exposure:

- a) Financial assets that are debt instruments, and are measured at amortised cost e.g., loans, debt securities, deposits, trade receivables and bank balance
- b) Financial guarantee contracts which are not measured as at FVTPL

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

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

For recognition of impairment loss on other financial assets and risk exposure, the Company determines that whether there has been a significant increase in the credit risk since initial recognition. If credit risk has not increased significantly, 12-month ECL is used to provide for impairment loss. However, if credit risk has increased significantly, 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.

Lifetime ECL are the expected credit losses resulting from all possible default events over the expected life of a financial instrument. The 12-month ECL is a portion of the lifetime ECL which results from default events that are possible within 12 months after the reporting date.

Financial liabilities:

Initial recognition and measurement

Financial liabilities are classified, at initial recognition, as financial liabilities at fair value through profit or loss, loans and borrowings, payables, as appropriate.

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 Company's financial liabilities include trade and other payables, loans and borrowings including financial guarantee contracts and derivative financial instruments.

Subsequent measurement

The measurement of financial liabilities depends on their classification, as described below:

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. This category also includes derivative financial instruments entered into by the Company that are not designated as hedging instruments in hedge relationships as defined by Ind AS 109. Separated embedded derivatives are also classified as held for trading unless they are designated as effective hedging instruments.

Gains or losses on liabilities held for trading are recognised in the profit or loss.

Financial liabilities designated upon initial recognition at fair value through profit or loss are designated as such at the initial date of recognition, and only if the criteria in Ind AS 109 are satisfied. For liabilities designated as FVTPL, fair value gains/ losses attributable to changes in own credit risks are recognized in OCI. These gains/ loss are not subsequently transferred to statement of profit and loss. However, the Company may transfer the cumulative gain or loss within equity. All other changes in fair value of such liability are recognised in the statement of profit or loss.

De-recognition

A financial liability is de-recognised 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 de-recognition of the original liability and the recognition of a new liability. The difference in the respective carrying amounts is recognised in the statement of profit or loss.

Offsetting of financial instruments

Financial assets and financial liabilities are offset and the net amount is reported in the consolidated 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.

t. Cash and cash equivalents

Cash and cash equivalent in the balance sheet comprise cash at banks and on hand, cheques 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.

u. Earning per share

Basic earnings per share are calculated by dividing the net profit or loss for the year attributable to equity shareholders (after deducting preference dividends and attributable taxes, if any) by the weighted average number of equity shares outstanding during the year.

For the purpose of calculating diluted earnings per share, the net profit or loss for the year attributable to equity shareholders and the weighted average number of shares outstanding during the year are adjusted for the effects of all dilutive potential equity shares.

v. Measurement of EBITDA

The Company has elected to present earnings before interest, tax, depreciation and amortization (EBITDA) as a separate line item on the face of the Statement of Profit and Loss. The Company measures EBITDA on the basis of profit/(loss) from continuing operations. In its measurement, the Company does not include depreciation and amortization expense, finance costs and tax expense.

w. Significant management judgement in applying accounting policies and estimation uncertainty

The preparation of the Company's financial statements requires management to make judgements, estimates and assumptions that affect the reported amounts of revenues, expenses, assets and liabilities, and the accompanying disclosures, and the disclosure of contingent liabilities at the date of the financial statements. Estimates and assumptions are continuously evaluated and are based on management's experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances.

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.

In particular, the Company has identified the following areas where significant judgements, estimates and assumptions are required. Further information on each of these areas and how they impact the various accounting policies are described below and also in the relevant notes to the financial statements. Changes in estimates are accounted for prospectively.

A. Judgements

In the process of applying the Company's accounting policies, the management has made the following significant judgements, which have impact on the amounts recognised in the financial statements:

i. Contingencies

The Company is subject to certain legal proceedings which are pending in various jurisdictions. Due to the uncertainty inherent in such matters, it is difficult to predict the final outcome of such matters. The cases and claims against the Company often raise difficult and complex factual and legal issues, which are subject to many uncertainties, including but not limited to the facts and circumstances of each particular case and claim, the jurisdiction and the differences in applicable law. In the normal course of business, management consults with legal counsel and certain other experts on matters related to litigation and taxes. The Company accrues a liability when it is determined that an adverse outcome is probable and the amount of the loss can be reasonably estimated.

ii. Evaluation of indicators for impairment of non-financial assets and investments in subsidiaries

The evaluation of applicability of indicators of impairment of non-financial assets and subsidiaries requires assessment of several external and internal factors which could result in deterioration of recoverable amount of the assets and investments in subsidiaries.

B. Estimates and assumptions

The key assumptions concerning the future and other key sources of estimation uncertainty at the reporting date that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year, are described below. The Company based its assumptions and estimates on parameters available when the financial statements were prepared. Existing circumstances and assumptions about future developments, however, may change due to market change or circumstances arising beyond the control of the Company. Such changes are reflected in the assumptions when they occur. Following are the significant estimate and assumptions which have impact on the amounts recognised in the financial statements:

i. Useful lives of depreciable assets

The Company reviews its estimate of the useful lives of depreciable assets at each reporting date, based on the expected utility of the assets

ii. Recognition of deferred tax

The extent to which deferred tax asset to be recognized is based on the assessment of the probability of the future taxable income against which the deferred tax assets can be utilized.

iii. Recoverability of advance/receivable

At each reporting date, based on the aging of the receivable the management assessed the expected credit losses on the outstanding receivable and advances.

iv. Defined benefit obligation

The cost of the defined benefit plan and other post-employment benefits and the present value of such obligation are determined using actuarial valuations. An actuarial valuation involves making various assumptions that may

differ from actual developments in the future. These include the determination of the discount rate, future trends salary increases, mortality rates and future pension increases. In view of the complexities involved in the valuation and its long-term nature, a defined benefit obligation is highly sensitive to changes in these assumptions. All assumptions are reviewed at each reporting date.

v. Allowance for doubtful debts

The allowance for doubtful debts reflects management's estimate of losses inherent in its credit portfolio. This allowance is based on Company's estimate of the losses to be incurred, which derives from past experience with similar receivables, current and historical past due amounts, dealer termination rates, write-offs and collections, the careful monitoring of portfolio credit quality and current and projected economic and market conditions. Should the present economic and financial situation persist or even worsen, there could be a further deterioration in the financial situation of the Company's debtors compared to that already taken into consideration in calculating the allowances recognised in the financial statements.

vi. Impairment of assets

In assessing impairment, the Company estimates the recoverable amount of each asset or cash-generating units based on expected future cash flows and uses an interest rate to discount them. Estimation uncertainty relates to assumptions about future operating results and the determination of a suitable discount rate.

vii. Fair value measurement of financial instruments

When the fair values of financial assets and financial liabilities recorded in the Balance Sheet cannot be measured based on quoted prices in active markets, their fair value is measured using valuation techniques including the DCF model. The inputs to these models are taken from observable markets where possible, but where this is not feasible, a degree of judgment is required in establishing fair values. Judgements include considerations of inputs such as liquidity risk, credit risk and volatility. Changes in assumptions about these factors could affect the reported fair value of financial instruments.

viii. Transportation income

As transportation income is recognised depending on the stage of completion of the contract activity. Such recognition of contract revenues and related receivables reflect management's best estimate of each contract's outcome and stage of completion.

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Annexure VI : Notes to Restated Consolidated Financial Information

(All amounts in millions of INR, unless stated otherwise)

3a Property, plant and equipments

Details of the group's property, plant and equipments and their carrying amount as follows:

Particulars	Freehold Land	Lease hold improvements	Leasehold Land	Leasehold Buildings	Buildings	Commercial vehicles^	Furniture's and Fixtures	Plant and Machinery	Office vehicles	Office equipment	Computers	Total
Gross block												
Balance as at 1 April 2015 - Proforma Ind AS	0.26	12.39	11.89	41.09	13.06	1,338.86	9.11	100.15	12.17	1.89	8.46	1,549.33
Additions	-	-	-	-	-	100.60	0.30	7.31	-	0.55	1.17	109.93
Disposals	-	-	-	-	-	(233.60)	-	202.55	-	0.24	(0.24)	(31.05)
Classified as assets held for sale**	-	-	-	-	-	10.27	-	(1.24)	-	-	-	9.03
Balance as at 31 March 2016 - Proforma Ind AS	0.26	12.39	11.89	41.09	13.06	1,216.13	9.41	308.77	12.17	2.68	9.39	1,637.24
Additions	-	-	-	-	-	72.40	3.40	0.74	0.88	5.94	0.54	83.90
Disposals	-	-	-	-	-	(63.23)	-	-	-	-	-	(63.23)
Classified as assets held for sale**	-	-	-	-	-	(15.76)	-	-	-	-	-	(15.76)
Balance as at 31 March 2017	0.26	12.39	11.89	41.09	13.06	1,209.54	12.81	309.51	13.05	8.62	9.93	1,642.15
Additions	-	-	-	-	-	49.74	5.26	-	-	0.34	0.65	55.99
Disposals	-	-	-	-	-	(71.43)	-	-	-	-	-	(71.43)
Classified as assets held for sale**	-	-	-	-	-	(126.55)	-	1.24	-	-	-	(125.31)
Balance as at 31 March 2018	0.26	12.39	11.89	41.09	13.06	1,061.30	18.07	310.75	13.05	8.96	10.58	1,501.40
Additions	-	-	-	-	-	9.28	0.50	-	3.46	-	0.05	13.29
Disposals	-	-	-	-	-	-	-	-	-	-	-	-
Classified as assets held for sale**	-	-	-	-	-	(10.19)	-	-	-	-	-	(10.19)
Balance as at 30 June 2018	0.26	12.39	11.89	41.09	13.06	1,060.39	18.57	310.75	16.51	8.96	10.63	1,504.50
Accumulated Depreciation												
Balance as at 1 April 2015 - Proforma Ind AS	-	2.14	0.27	0.77	0.80	680.91	2.20	1.71	4.92	0.37	5.21	699.30
Depreciation charge	-	1.99	0.14	2.22	0.20	90.24	1.12	42.57	1.14	0.40	1.94	141.96
Disposals/adjustments#	-	-	-	-	-	(60.50)	-	32.56	-	0.06	(0.06)	(27.94)
Accumulated depreciation in respect of assets classified as held for sale	-	-	-	-	-	8.35	-	(0.55)	-	-	-	7.80
Balance as at 31 March 2016 - Proforma Ind AS	-	4.13	0.41	2.99	1.00	719.00	3.32	76.29	6.06	0.83	7.09	821.12
Depreciation charge	-	1.99	0.13	2.22	0.21	100.64	1.37	34.89	1.43	1.55	1.47	145.90
Disposals/adjustments#	-	-	-	-	-	(63.13)	-	(0.10)	-	0.06	(0.06)	(63.23)
Accumulated depreciation in respect of assets classified as held for sale	-	-	-	-	-	(4.15)	-	-	-	-	-	(4.15)
Balance as at 31 March 2017	-	6.12	0.54	5.21	1.21	752.36	4.69	111.08	7.49	2.44	8.50	899.64
Depreciation charge	-	1.96	0.13	2.81	0.21	101.12	1.26	34.70	1.48	1.64	0.64	145.95
Disposals/adjustments#	-	-	-	-	-	(60.33)	-	-	-	-	-	(60.33)
Accumulated depreciation in respect of assets classified as held for sale	-	-	-	-	-	(114.26)	-	0.61	-	-	-	(113.65)
Balance as at 31 March 2018	-	8.08	0.67	8.02	1.42	678.89	5.95	146.39	8.97	4.08	9.14	871.61
Depreciation charge	-	0.49	0.01	0.70	0.05	22.63	0.48	8.38	0.46	0.42	0.19	33.80
Disposals/adjustments#	-	-	-	-	-	-	-	-	-	-	-	-
Accumulated depreciation in respect of assets classified as held for sale	-	-	-	-	-	(8.75)	-	-	-	-	-	(8.75)
Balance as at 30 June 2018	-	8.57	0.68	8.72	1.47	692.78	6.43	154.77	9.43	4.50	9.33	896.66

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Annexure VI : Notes to Restated Consolidated Financial Information

(All amounts in millions of INR, unless stated otherwise)

Net block

Balance as at 1 April 2015 - Proforma Ind AS*	0.26	10.25	11.62	40.32	12.26	657.95	6.91	98.44	7.25	1.52	3.25	850.03
Balance as at 31 March 2016 - Proforma Ind AS	0.26	8.26	11.48	38.10	12.06	497.13	6.09	232.48	6.11	1.85	2.30	816.12
Balance as at 31 March 2017	0.26	6.27	11.35	35.88	11.85	457.18	8.12	198.43	5.56	6.18	1.43	742.51
Balance as at 31 March 2018	0.26	4.31	11.22	33.07	11.64	382.41	12.12	164.36	4.08	4.88	1.44	629.79
Balance as at 30 June 2018	0.26	3.82	11.21	32.37	11.59	367.61	12.14	155.98	7.08	4.46	1.30	607.84

* Represents deemed cost on the date of transition to Ind AS. Gross block and accumulated depreciation as per the previous GAAP have been disclosed for the purpose of better understanding of the original cost of assets.

** Based on underlying arrangements for sale of commercial vehicles, gross block net of accumulated depreciation has been classified under 'Assets classified as held for sale' [refer note 20].

^ Assets pledged as Security for borrowings: Refer note 46 for information on property, plant and equipment, pledged as security by the Group.

Adjustments here represents re-classification of assets from one head to another head basis re-assessment performed by the management.

3b Capital work-in-progress comprises of expenses incurred on commercial vehicle (refer below for details) :-

Particulars	Amount
Balance as at 31 March 2016- Proforma Ind AS	20.31
Balance as at 31 March 2017	7.73
Balance as at 31 March 2018	6.78
Balance as at 30 June 2018	7.49

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4 Intangible assets

Details of Group's intangible assests and their carrying amounts are as follows:

Particulars	Computer softwares
Gross carrying amount	
Balance as at 1 April 2015 -Proforma Ind AS*	3.49
Additions	0.11
Disposals	-
Balance as at 31 March 2016 - Proforma Ind AS	3.60
Additions	1.04
Disposals	-
Balance as at 31 March 2017	4.64
Additions	10.06
Disposals	-
Balance as at 31 March 2018	14.70
Additions	0.44
Disposals	-
Balance as at 30 June 2018	15.14
Accumulated amortisation	
Balance as at 1 April 2015 - Proforma Ind AS*	1.23
Amortisation charge	0.71
Disposal	-
Balance as at 31 March 2016 - Proforma Ind AS	1.94
Amortisation charge	0.46
Disposal	-
Balance as at 31 March 2017	2.40
Amortisation charge	1.39
Disposal	-
Balance as at 31 March 2018	3.79
Amortisation charge	0.71
Disposal	-
Balance as at 30 June 2018	4.50
Carrying amount	
Balance as at 1 April 2015 - Proforma Ind AS*	2.26
Balance as at 31 March 2016 - Proforma Ind AS	1.66
Balance as at 31 March 2017	2.24
Balance as at 31 March 2018	10.91
Balance as at 30 June 2018	10.64

*Represents deemed cost on the date of transition to IndAS. Gross block and accumulated depreciation as per the previous GAAP have been disclosed for the purpose of better understanding of the original cost of assets.

As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS
-	-	1.36	1.04
-	-	1.36	1.04

5 Intangible assets under development

Software under development

6 Investments

Details of the Group's investments and their carrying amounts are as follows:

Particulars	As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS
Non-current investments :				
Investment in mutual funds (quoted) of :				
<i>Measured at fair value through profit and loss:</i>				
-SBI Mutual Fund-SBI Debt Fund Series B-35 (1,131 days) Regular Growth 3,000,000, (31 March 2018 : 3,000,000, 31 March 2017 : 3,000,000, 31 March 2016 : 3,000,000)	35.48	35.02	32.87	30.13
	35.48	35.02	32.87	30.13
Aggregate amount of quoted investments at market value	35.48	35.02	32.87	30.13
Aggregate amount of quoted investments at cost	30.00	30.00	30.00	30.00

7 Loans

Particulars	As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS
(Unsecured, considered good unless otherwise stated)				
Security deposits	28.99	28.33	23.53	17.95
	28.99	28.33	23.53	17.95

Note: Security deposits are non interest bearing and are expected to be settled as per terms of respective agreements. The carrying value may be affected by changes in the credit risk of the counterparties.

8 Other financial assets (non-current)

Particulars	As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS
Fixed deposit*	50.00	50.00	50.00	50.00
Margin money deposit#	-	-	0.12	0.10
	50.00	50.00	50.12	50.10

* These deposits are created in compliance with Compulsory Convertible Preference Shares ('CCPS') subscription agreement.

Margin money deposits have been pledged against bank guarantees given to Government authorities.

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Annexure VI : Notes to Restated Consolidated Financial Information

(All amounts in millions of INR, unless stated otherwise)

	As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS
9 Deferred tax assets/(liabilities) (net)				
Tax effect of items constituting deferred tax assets				
Disallowance under section 43B - employee benefits	1.86	1.77	3.66	3.21
Unabsorbed depreciation and business losses	138.55	148.48	132.80	103.60
Finance Lease Obligation	1.68	1.02	10.77	7.43
Straightlining of operating lease	2.14	2.20	2.17	1.56
Impairment of bad and doubtful debts and advances	19.05	15.82	11.45	13.82
Security deposit carried at amortised cost	1.03	0.95	0.61	0.47
ESOP adjustment	-	-	-	0.68
Fair valuation of CCPS	-	-	-	-
Others	-	-	0.01	0.09
Tax effect of items constituting deferred tax liabilities				
Property plant and equipment	(71.04)	(74.29)	(87.86)	(92.16)
Fair valuation of investments	(1.61)	(1.46)	(2.14)	(0.34)
Recognition of revenue on accrual basis	-	-	(0.31)	(0.37)
Unused tax credits (Minimum Alternate Tax)	17.46	15.10	16.83	16.83
Less : Deferred tax assets restricted upto deferred tax liability	-	-	(61.31)	(44.70)
	109.12	109.59	26.68	10.12
Deferred tax assets	164.31	170.24	100.16	86.16
Deferred tax liabilities	(72.65)	(75.75)	(90.31)	(92.87)
Unused tax credit	17.46	15.10	16.83	16.83

Movement in above mentioned deferred tax assets and liabilities

Particulars	As on 1 April 2015 Proforma Ind AS	Recognised in		As on 31 March 2016 Proforma Ind AS	Recognised in		As on 31 March 2017	Recognised in		As on 31 March 2018	Recognised in		As on 30 June 2018
		Statement of profit and loss	OCI		Statement of profit and loss	OCI		Statement of profit and loss	OCI		Statement of profit and loss	OCI	
Tax effect of items constituting deferred tax assets													
Disallowance under section 43B - employee benefits	2.31	1.58	(0.68)	3.21	0.67	(0.22)	3.66	(1.00)	(0.89)	1.77	0.11	(0.02)	1.86
Unabsorbed depreciation and business losses	88.07	15.53	-	103.60	29.20	-	132.80	15.68	-	148.48	(9.93)	-	138.55
Finance Lease Obligation	1.13	6.30	-	7.43	3.34	-	10.77	(9.74)	-	1.02	0.66	-	1.68
Straightlining of operating lease	0.18	1.38	-	1.56	0.61	-	2.17	0.03	-	2.20	(0.06)	-	2.14
Impairment of bad and doubtful debts and advances	11.91	1.91	-	13.82	(2.37)	-	11.45	4.36	-	15.82	3.22	-	19.05
Security deposit carried at amortised cost	0.29	0.18	-	0.47	0.14	-	0.61	0.34	-	0.95	0.08	-	1.03
ESOP adjustment	2.99	(2.31)	-	0.68	(0.68)	-	-	-	-	-	-	-	-
Others	0.18	(0.09)	-	0.09	(0.08)	-	0.01	0.07	-	0.08	-	-	0.08
Tax effect of items constituting deferred tax liabilities	-	-	-	-	-	-	-	-	-	-	-	-	-
Property plant and equipment	(87.40)	(4.76)	-	(92.16)	4.30	-	(87.86)	13.57	-	(74.29)	3.25	-	(71.04)
Fair valuation of investments	-	(0.34)	-	(0.34)	(1.80)	-	(2.14)	0.68	-	(1.46)	(0.15)	-	(1.61)
Recognition of revenue on accrual basis	(0.39)	0.02	-	(0.37)	0.06	-	(0.31)	0.31	-	-	-	-	-
Unused tax credits (Minimum Alternate Tax)	15.00	1.83	-	16.83	-	-	16.83	(1.73)	-	15.10	2.36	-	17.46
Less: Deferred tax assets restricted upto deferred tax liability	(17.85)	(26.85)	-	(44.70)	(16.61)	-	(61.31)	61.23	-	(0.08)	-	-	(0.08)
Total	16.42	(5.62)	(0.68)	10.12	16.78	(0.22)	26.68	83.80	(0.89)	109.59	(0.46)	(0.02)	109.12

10 Income tax assets (net)

Particulars	As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS
Income taxes paid (net of provisions)	67.02	66.23	39.67	31.29
	67.02	66.23	39.67	31.29

11 Other non-current assets

Particulars	As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS
Advances recoverable in cash or kind (considered doubtful)	-	-	-	0.17
Amounts paid to statutory authorities under protest	1.42	1.93	1.93	-
Balance with revenue authorities	-	-	2.72	-
Prepaid expenses	25.90	26.60	23.95	12.14
Capital advances	-	-	10.63	5.24
	27.32	28.53	39.23	17.55
Less: impairment of advances	-	-	-	0.17
	27.32	28.53	39.23	17.38

12 Inventories

Particulars	As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS
(Valued at cost, unless otherwise stated)				
Goods for trading/distribution[includes in transit stock of INR 5.02 millions (31 March 2018: INR 3.46 millions, 31 March 2017: INR 5.82 millions, 31 March 2016: INR 16.69 millions)]	87.75	73.89	149.86	123.13
Stores and spares	1.82	1.52	1.07	0.81
	89.57	75.41	150.93	123.94

13 Investments

Particulars	As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS
Investment in mutual funds (quoted) of:				
<i>Measured at fair value through profit and loss:</i>				
-Birla Sun Life mutual fund-Birla Sunlife Cash Plus- Growth option Nil (31 March 2018 : Nil, 31 March 2017 : Nil, 31 March 2016 : 165,409.49)	-	-	-	40.15
-IDFC Mutual Fund-IDFC Cash Fund-Growth option Nil (31 March 2018 : Nil, 31 March 2017 : Nil, 31 March 2016 : 49,145.23)	-	-	-	90.37
-Reliance Mutual Fund-Reliance Liquidity Fund-Growth option Nil (31 March 2018 : Nil, 31 March 2017 : Nil, 31 March 2016 : 51,822.31)	-	-	-	118.03
-Reliance Mutual Fund-Reliance Dynamic Fund-Growth option Nil (31 March 2018 : Nil, 31 March 2017 : 620,676.2, 31 March 2016 : Nil)	-	-	13.88	-
Reliance Mutual Fund-Reliance Dynamic Bond-Growth option Nil (31 March 2018 : Nil, 31 March 2017: 1,576,500 31 March 2016: Nil)	-	-	35.25	-
	-	-	49.13	248.55
Aggregate amount of quoted investments at fair value	-	-	49.13	248.55
Aggregate amount of quoted investments at cost	-	-	42.50	247.59

14 Trade receivables

Particulars	As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS
Unsecured, considered good	436.12	427.69	380.53	415.33
Credit impaired	58.75	54.30	37.32	44.54
	494.87	481.99	417.85	459.87
Less: Impairment of doubtful receivables (including expected credit loss)	(58.75)	(54.30)	(37.32)	(44.54)
	436.12	427.69	380.53	415.33

Note:

a) Refer note 48 for receivables from related parties.

b) Refer note 39 for details relating to expected credit loss for trade receivables.

15 Cash and cash equivalents

Particulars	As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS
Cash in hand	9.23	9.24	2.47	9.18
Balances with banks				
- Current accounts	12.61	10.59	74.53	22.42
	21.84	19.83	77.00	31.60

16 Other bank balances

Particulars	As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS
Margin money deposits*	5.44	5.32	4.88	2.25
	5.44	5.32	4.88	2.25

*Margin money deposits have been pledged against bank guarantees issued to Government authorities and few vendors.

17 Loans

Particulars	As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS
(Unsecured, considered good unless otherwise stated)				
Security deposits	2.81	3.20	2.47	2.16
	2.81	3.20	2.47	2.16

Note:

Security deposits are non interest bearing and are expected to be settled as per the terms of respective agreements. The carrying value may be affected by changes in the credit risk of the counterparties.

18 Other financial assets (current)

Particulars	As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS
Insurance claims recoverable	8.84	8.84	10.33	1.12
Receivable against sale of property, plant and equipment	1.46	1.09	-	-
Advance to employees	0.03	0.08	2.09	0.20
Unbilled revenue*	49.49	22.35	29.48	23.52
Other receivables	2.67	3.26	3.20	0.70
	62.49	35.62	45.10	25.54
* Movement of contract asset				
Opening unbilled revenue	22.35	29.48	23.52	60.20
Add: Addition during the period	49.49	22.35	29.48	23.52
Less: Invoiced during the period	(22.35)	(29.48)	(23.52)	(60.20)
Closing unbilled revenue	49.49	22.35	29.48	23.52

19 Other current assets

Particulars	As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS
Advances to vendors	33.62	39.04	65.65	28.91
Advance to employees	1.93	1.84	1.14	10.14
Balances with government authorities	1.09	4.48	3.58	3.27
Prepaid expenses	16.59	16.63	22.49	21.10
	53.23	62.00	92.86	63.42

20 Assets classified as held for sale

Particulars	As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS
Freehold land	19.68	19.68	19.68	19.68
Commercial vehicles	25.55	24.74	14.29	2.50
Plant and machinery	-	-	0.62	0.79
	45.23	44.42	34.59	22.97

Out of the total, Gross Block of Freehold land amounting to INR 19.68 millions (31 March 2018 INR 19.68 millions; 31 March 2017 INR 19.68 millions; 31 March 2016 INR 19.68 millions) and Commercial vehicles amounting to INR 162.05 millions (31 March 2018 INR 151.45 millions; 31 March 2017 INR 26.73 millions; 31 March 2016 INR 10.98 millions) are held for sale as on 30 June 2018. The outstanding block value as on 30 June 2018 of Freehold land amounting to INR 19.68 millions (31 March 2018 INR 19.68 millions; 31 March 2017 INR 19.68 millions; 31 March 2016 INR 19.68 millions), Commercial vehicles amounting to INR 25.47 millions (31 March 2018 INR 24.74 millions; 31 March 2017 INR 14.29 millions; 31 March 2016 INR 2.50 millions) and Plant and Machinery amounting to INR Nil (31 March 2018 INR Nil; 31 March 2017 INR 0.62 millions; 31 March 2016 INR 0.80 millions). The Company has received advances amounting to INR 22.95 millions (31 March 2018 INR 16.75 millions; 31 March 2017 INR 9.84 millions; 31 March 2016 INR 4.11 millions) against these assets.

Commercial vehicles classified as held for sale as at 30 June 2018 were measured at fair value less cost to sell as fair value being less than its carrying amount, resulting in the recognition of write-down of INR Nil (31 March 2018 INR 0.21 millions; 31 March 2017 INR Nil; 31 March 2016 INR Nil) as impairment loss in statement of profit and loss. Sales consideration as agreed with the purchaser under the respective sale agreements has been considered as fair value of the assets classified as held for sale.

Assets classified as held for sale are measured at lower of its carrying amount and fair value less cost to sell at the time of reclassification. Fair value of the assets were determined from memorandum of understanding ('MOU') entered with the purchaser for sale of assets. This is a level 1 measurement as fair value hierarchy.

21 Equity Share Capital

Particulars	As at 30 June 2018		As at 31 March 2018		As at 31 March 2017		As at 31 March 2016 Proforma Ind AS	
	No. of Shares	Amount (in INR)	No. of Shares	Amount (in INR)	No. of Shares	Amount (in INR)	No. of Shares	Amount (in INR)
Authorised								
Equity shares of INR10/- each	36,50,000	36.50	36,50,000	36.50	36,50,000	36.50	36,50,000	36.50
Issued and subscribed and fully paid up								
Equity shares of INR10/- each	13,35,714	13.36	13,35,714	13.36	13,35,714	13.36	13,35,714	13.36
Total	13,35,714	13.36	13,35,714	13.36	13,35,714	13.36	13,35,714	13.36

Reconciliation of shares outstanding at the beginning and at the end of the reporting period**a) Equity shares**

Particulars	As at 30 June 2018		As at 31 March 2018		As at 31 March 2017		As at 31 March 2016 Proforma Ind AS	
	No. of Shares	Amount (in INR)	No. of Shares	Amount (in INR)	No. of Shares	Amount (in INR)	No. of Shares	Amount (in INR)
At the beginning of the period/year	13,35,714	13.36	13,35,714	13.36	13,35,714	13.36	13,35,714	13.36
Issued during the period/year	-	-	-	-	-	-	-	-
Buy back during the period/year	-	-	-	-	-	-	-	-
Outstanding at the end of the period/year	13,35,714	13.36	13,35,714	13.36	13,35,714	13.36	13,35,714	13.36

b) Terms/rights attached to equity shares

The Group has one class of equity shares having a par value of INR10 each. Each shareholder is entitled for one vote per share held. The dividend, if any, proposed by the Board of Directors is subject to the approval of the shareholders in the ensuing Annual General Meeting.

In the event of liquidation of the Group, the holders of equity shares will be entitled to receive the remaining assets of the Group, after distribution of all preferential amount. The distributions will be in proportion to the number of equity shares held by the shareholder.

c) Number of shares held by each shareholder holding more than 5% Shares in the Group

Particulars	As at 30 June 2018		As at 31 March 2018		As at 31 March 2017		As at 31 March 2016 Proforma Ind AS	
	No. of Shares	% of holding	No. of Shares	% of holding	No. of Shares	% of holding	No. of Shares	% of holding
Equity shares of INR 10/- each fully paid up								
Mr. Gaurav Jain	5,52,980	41.40%	5,52,980	41.40%	5,52,980	41.40%	5,52,980	41.40%
SABR India Investment Pvt. Ltd.	4,08,924	30.61%	4,08,924	30.61%	4,08,924	30.61%	3,81,635	28.57%
Mrs. Santosh Jain	1,56,000	11.68%	1,56,000	11.68%	1,56,000	11.68%	1,56,000	11.68%
Om Prakash & Sons, (HUF)	1,22,349	9.16%	1,22,349	9.16%	1,22,349	9.16%	1,22,349	9.16%
Arihant Roadlines (India) Private Limited	68,211	5.11%	68,211	5.11%	68,211	5.11%	95,500	7.15%

d) The Group has not issued any shares without cash consideration or any bonus shares and there has not been any buy-back of shares in the five years immediately preceding the balance sheet date.**e) Shares reserved for issue under options**

For details of shares reserved for issue under the employee stock option plan (ESOP) and CCPS of the Group, refer note 52 and note 23(ii) respectively.

22 Equity Share Capital

Particulars	As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS
Security Premium [Refer point (i) below]	402.04	402.04	402.04	402.04
ESOP Reserve [Refer point (ii) below]	-	-	-	2.19
Retained earnings [Refer point (iii) below]	(191.76)	(205.02)	(238.87)	(77.38)
Total other equity	210.28	197.02	163.17	326.85

Nature and purpose of other reserves**(i) Securities premium**

Securities premium represents premium received on issue of shares. The reserve is utilised in accordance with the provisions of the Companies Act.

(ii) ESOP Reserve

The reserve is used to recognize the fair value of options issued to employees on grant date under employee stock option schemes and is adjusted on exercise/ forfeiture of options.

(iii) Retained earnings

Retained earnings are created from the profit/loss of the Company, as adjusted for distribution to owners, transfers to other reserves etc.

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23 Borrowings (non-current)

Particulars	As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS
Secured				
Term loans [Refer note (i) below]				
From banks	22.76	25.57	64.14	152.51
From Financial institutions	83.42	90.47	127.08	123.37
	106.18	116.04	191.22	275.88
Unsecured				
Compulsorily convertible preference shares [Refer note (ii) below]	405.02	405.79	411.72	389.70
Long term finance lease obligations [Refer note (iii) below]	95.27	95.65	144.65	134.87
	500.29	501.44	556.37	524.57
Less: Amount disclosed under the head "Other financial liabilities as current maturities" (refer note 28)	(49.26)	(50.62)	(93.81)	(124.08)
	557.21	566.86	653.78	676.37

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ColdEX Limited (formerly known as Swastik Roadlines Private Limited)

Annexure VI : Notes to Restated Consolidated Financial Information

(All amounts in millions of INR, unless stated otherwise)

Note :

(i)(a) Details of repayment, rate of interest and security for loans from bank and financial institutions:-

Name of Bank	Type	Installments	No. of installments	Installment Amount	Rate of Interest (p.a.)	Hypothecation of	As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS
HDFC Bank Limited	Bank	Monthly	35	1.79	9.50% to 10.50%	Vehicles	-	-	-	12.06
			45	0.04	9.50% to 10.50%		-	-	-	0.31
			47	2.14	9.50% to 10.50%		-	-	-	7.84
			60	0.67	11.00% to 11.25%		2.47	4.35	11.70	18.10
Sub Total				4.64			2.47	4.35	11.70	38.31
ICICI Bank Limited	Bank	Monthly	12	0.66	11.00% to 11.25 %	Vehicles	-	-	-	6.19
			35	2.60	11.00% to 11.25 %		-	-	11.45	33.04
			45	0.92	9.00% to 10.15%		-	-	-	2.95
			47	0.12	9.00% to 10.15%		-	-	1.68	2.89
			57	0.32	9.00% to 10.15%		-	-	-	1.86
			58	0.54	9.00% to 10.15%		-	-	12.12	16.98
			59	0.08	9.00% to 10.15%		-	-	1.73	2.40
			60	2.29	9.00% to 10.15%		0.53	0.56	25.46	47.90
Sub Total				7.53			0.53	0.56	52.44	114.21
Yes Bank Limited	Bank	Monthly	60	3.83	11.68% to 11.70%	Vehicles	19.75	20.66	-	-
Sub Total				3.83			19.75	20.66	-	-
Tata Motors Finance Limited	Financial institution	Monthly	59	0.09	9.00% to 10.00%	Vehicles	1.85	2.07	2.87	3.58
			35	0.80	11.00% to 11.25 %		6.82	8.95	16.82	13.90
Sub Total				0.89			8.67	11.02	19.69	17.48
Daimler Financial Services India Private Limited	Financial institution	Monthly	60	0.58	7.60% to 7.61%	Vehicles	2.82	-	-	-
Sub Total				0.58			2.82	-	-	-
Tata Motors Finance Limited	Financial institution	Monthly	60	2.33	10.34% to 11.32%	Vehicles	71.94	79.45	107.39	105.88
Sub Total				2.33			71.94	79.45	107.39	105.88
Total				19.80			106.18	116.04	191.22	275.88

- (i)(b) The Group, during the year ended 31 March 2016, due to delay in recovery of receivables from customers and also due to contracts negotiated with large customers faced working capital mismatch situation. Certain delays in arrangement from enhanced finances from its key lenders and equity infusion led to the delay in honoring the equated monthly installment commitments of certain term loans. The shareholders (promoters and investors) have infused the amounts into the Group time to time for ensuring business operations run uninterrupted. Accordingly, all defaults/delays were addressed during the year and there are no outstanding overdue amounts payable to any bank/financial institution as at 31 March 2016.

(ii) Terms of conversion/ redemption of 0.001% Compulsory Convertible Preference shares ('CCPS')

During the year ended 31 March 2016, the Group had issued 311,871 - 0.001% Compulsory Convertible Preference shares ('CCPS') of INR 40/- each fully paid up per share at a premium of INR 1,242.58/- per share. These CCPS are mandatory convertible into equity shares in the ratio of 1:1, unless certain threshold criteria (as mentioned in share subscription agreement) are met in which case the conversion ratio shall change to 1:0.825. Such option is exercisable anytime at the option of the holder on or at any time after 31 July 2019 or upon fulfilment of the threshold criterias, whichever are earlier. These CCPS are non cumulative preference shares and carry dividend @ 0.001% p.a. The Group declares and pays dividends in Indian rupees. The dividend proposed by the Board of Directors is subject to the approval of the shareholders in the ensuing Annual General Meeting. CCPS holders are entitled to vote on resolutions placed before the Group only to the extent as rights has been provided to preference share holder under Companies Act, 2013, for other matter then until the conversion of all the CCPS into equity shares, each Promoter (Promoter means a person- who has been named as such in a prospectus or is identified by the company in the annual return referred to in section 92 of the Companies Act, 2013 or who has control over the affairs of the Group, directly or indirectly whether as a shareholder, director or otherwise) shall vote in accordance with the instructions of the Investor at a general meeting.

In the event of liquidation of the Group, each holder of CCPS shall be entitled to receive an amount equal to the invested amount together with any outstanding arrears or accruals thereon and any declared but unpaid dividends on the securities in the Group held by the holder of CCPS, from the proceeds of such winding up or liquidation, prior to any distribution to the other shareholders of the Group.

CCPS have been initially recorded at fair value i.e. amount received less amount utilised in relation to issue of CCPS on 1 April 2016. Subsequently, these instruments are fair valued through discounted cash flow method and impact has been recorded through statement of profit and loss.

(iii) Details of finance lease :-

The Group has taken building and plant and machinery on financing lease facility which carries interest rate between 24.20% p.a (31 March 2018 - 24.20% p.a, 31 March 2017 - 24.20% p.a.; 31 March 2016 - 24.20% p.a). These obligations are repayable in 116 monthly instalments (31 March 2018 - 116 monthly instalments; 31 March 2017 - 169 monthly instalments; 31 March 2016 - 169 monthly instalments) as at 30 June 2018. The outstanding balance as on 30 June 2018 is INR 95.27 millions (31 March 2018 - INR 95.65 millions; 31 March 2017 - INR 144.65 lacs; 31 March 2016 - INR 134.87 millions).

Changes in liabilities arising from financing activities pursuant to Ind AS 7 - Cash flows:

Particulars	As at 30 June 2018				As at 31 March 2018			
	Opening balance	Cash adjustment	Non-cash adjustment	Closing balance	Opening balance	Cash adjustment	Non-cash adjustment	Closing balance
A) Borrowings								
Opening balance	1,038.41	-	-	1,038.41	1,168.10	-	-	1,168.10
Proceeds received of long term borrowings	-	-	-	-	-	24.93	-	24.93
Repayment of long term borrowings	-	(9.85)	-	(9.85)	-	(98.18)	-	(98.18)
Payment to short term borrowings (net)	-	(0.37)	-	(0.37)	-	(0.66)	-	(0.66)
Interest cost	-	-	5.78	5.78	-	-	23.21	23.21
Modification gain	-	-	-	-	-	-	(48.60)	(48.60)
Valuation adjustments for CCPS	-	-	(0.77)	(0.77)	-	-	(5.93)	(5.93)
Interest paid (finance lease)	-	(6.16)	-	(6.16)	-	(23.63)	-	(23.63)
Total	1,038.41	(16.38)	5.01	1,027.04	1,168.10	(97.54)	(31.33)	1,039.23
B) Finance cost activity								
Opening balance	0.90	-	-	0.90	4.00	-	-	4.00
Finance cost incurred during the year	-	-	19.76	19.76	-	-	74.08	74.08
Finance cost paid during the year	-	(19.87)	-	(19.87)	-	(77.18)	-	(77.18)
Total	0.90	(19.87)	19.76	0.79	4.00	(77.18)	74.08	0.90

24 Other financial liabilities

Particulars	As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS
Deferred rent	6.48	6.69	8.44	5.05
	6.48	6.69	8.44	5.05

25 Provisions

Particulars	As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS
Gratuity (refer note 41)	4.88	4.55	6.51	4.44
Compensated absences	1.04	1.07	1.27	1.28
	5.92	5.62	7.78	5.72

26 Borrowings (current)

Particulars	As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS
Cash credit - Rupee loans - from banks	419.56	419.85	420.51	421.11
Loan from related parties	1.00	1.08	-	-
	420.56	420.93	420.51	421.11

Note: Refer note 26.1 for details.

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ColdEX Limited (formerly known as Swastik Roadlines Private Limited)

Annexure VI : Notes to Restated Consolidated Financial Information

(All amounts in millions of INR, unless stated otherwise)

26.1 Details of borrowings (current)

S. no.	Nature of loan	Lender	As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS	Nature of securities	Interest rate (p.a.)	Terms of repayment
1	Cash Credit	Yes Bank Limited*	369.80	369.09	370.00	-	Refer note (i) below	2% p.a. over and above 6 months MCLR of bank	Payable on demand
2	Cash Credit	HDFC Bank Limited**	-	-	-	301.31	Refer note (i) below	11.38% to 11.75% p.a.	Payable on demand
3	Invoice Discounting	HDFC Bank Limited	-	-	-	70.00	Refer note (i) below	11.75% p.a.	Within 90 days from the date of financing
4	Overdraft	ICICI Bank Limited	49.76	50.76	50.51	49.80	Refer note (ii) below	11.35% to 12.25% p.a.	Payable on demand
5	Loan	Related party	1.00	1.08	-	-	Unsecured	Interest free	Payable on demand
			420.56	420.93	420.51	421.11			

*The cash credit facility of INR 420.00 millions (31 March 2018: INR 420.00 millions, 31 March 2017: INR 420.00 millions; 31 March 2016: Nil) from Yes Bank Limited.

**The cash credit facility of NIL (31 March 2018: NIL, 31 March 2017: NIL; 31 March 2016: INR 370.00 millions) from HDFC Bank Limited.

Note:

- (i) The facility has been secured by:
- Exclusive charge on all immovable fixed assets, tangible and intangible assets of the Group.
 - Exclusive charge on current assets of the Group.
 - Personal guarantee of Mr. Gaurav Jain (Director) and Mrs. Santosh Jain (Director).
 - Commercial property Ward No. 1, Part of Plot No 19/415 Transport Nagar, Gwalior owned by the Group.
 - Commercial property Ward No. 1, Part of Plot No A-19/406 Transport Nagar, Gwalior owned by the Group.
 - Commercial property Plot No.47 on white wood, Malibu town at village Tikri, Fatehpur owned by Managing Director i.e. Mr. Gaurav Jain.
 - Commercial property Unit No.705, ILD centre Situated at Tikri sector 47, Tehsil and District Gurgaon owned by the Group.
 - Commercial vehicles.
 - Book debts/trade receivables.
- (ii) The facility has been secured by:
- Exclusive charge on commercial vehicles valued at INR 70.70 millions.
 - Existing commercial vehicles hypothecated with ICICI Bank shall be cross collateralized for the overdraft facility.
 - Unconditional and irrevocable personal Guarantee of Mr. Gaurav Jain, Director.
 - Two recourse cheques in favour of ICICI Bank Limited A/c, one for sanctioned facility amount and one for two quarters interest assuming full utilization.

27 Trade payables

Particulars	As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS
Total outstanding dues of micro enterprises and small enterprises*	-	-	-	-
Total outstanding dues of creditors other than micro enterprises and small enterprises	316.97	312.32	390.94	285.07
	316.97	312.32	390.94	285.07

*The Group has identified Micro, Small and Medium Enterprises on the basis of information made available. Details of dues to micro, small and medium enterprises as per MSMED Act, 2006 are:

Particulars	As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS
The principal amount and the interest due thereon remaining unpaid to any supplier as at the end of each accounting year				
- Principal amount	-	-	-	-
- Interest thereon, included in finance cost	-	-	-	-
The amount of interest paid by the buyer in terms of section 16 of the Micro, Small and Medium Enterprise Development Act, 2006, along with the amounts of the payment made to the supplier beyond the appointed day during each accounting year	-	-	-	-
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 year) but without adding the interest specified under Micro, Small and Medium Enterprise Development Act, 2006.	-	-	-	-
The amount of interest accrued and remaining unpaid at the end of each accounting year; and	-	-	-	-
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 Micro, Small and Medium Enterprise Development Act, 2006	-	-	-	-

The information in the above mentioned table is compiled by the management on the basis of response received from vendors as to their classification as micro, small or medium enterprise.

28 Other financial liabilities (current)

Particulars	As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS
Employee related dues	13.60	14.98	10.79	17.30
Interest accrued but not due on borrowings	0.79	0.89	4.00	1.69
Current maturities of non current borrowings	49.26	50.62	93.81	124.08
Payable to creditors for capital goods	2.16	5.43	2.39	11.01
Deferred rent	0.87	0.87	-	-
Security deposits	3.53	3.53	3.52	4.63
	70.21	76.32	114.51	158.71

29 Other current liabilities

Particulars	As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS
Advances from customers	12.30	12.30	12.30	32.30
Statutory dues	24.30	10.30	8.44	2.86
Advance received against sale of property, plant and equipment (refer note 20)	22.95	16.76	9.84	4.11
	59.55	39.36	30.58	39.27

30 Provisions (current)

Particulars	As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS
Gratuity (refer note 41)	0.36	0.34	0.30	0.29
Compensated absences	0.06	0.06	0.06	0.06
	0.42	0.40	0.36	0.35

31 Revenue from operations

Particulars	For the quarter ended 30 June 2018	For the year ended 31 March 2018	For the year ended 31 March 2017	For the year ended 31 March 2016 Proforma Ind AS
Integrated distribution				
Trading/distribution of goods	438.29	1,214.96	815.59	-
Distribution services [refer note (i)]	-	46.04	60.77	105.89
Cold storage/warehousing services	146.69	225.73	45.34	29.43
Fulfilment services				
Revenue from transportation	238.43	1,036.68	1,305.75	1,415.95
Cold storage/warehousing services	12.02	38.45	26.48	19.56
Total (A)	835.43	2,561.86	2,253.93	1,570.83
Other operating revenues				
Scrap sales	-	-	0.03	0.09
Service income	-	1.96	2.68	4.64
Total (B)	-	1.96	2.71	4.73
Total (A+B)	835.43	2,563.82	2,256.64	1,575.56

(i) Distribution services

Trading/distribution of goods	-	826.68	1,093.95	1,189.95
Less:				
Purchase of goods for trading/distribution	-	695.13	1,054.60	1,116.04
Decrease/(increase) in inventories of goods for trading/distribution	-	85.51	(21.42)	(31.98)
Revenue from operations from trading/distribution of goods (net)	-	46.04	60.77	105.89
[Refer note (ii) below]				

(ii) The Group is rendering fulfilment services relating to multi-temp cold storages, trading/distribution and administration of goods through buying and selling of goods on behalf of customers pursuant to the contract entered with them. As per terms of the said contract, all the business and commercial risks rest with the customers and the Group earns only fixed markup percentage or service fee. The details of which have been disclosed above.

Disclosure of revenue category wise:

- Revenue from transportation	238.43	1,036.68	1,305.75	1,415.95
- Revenue from trading/distribution of goods	438.29	1,214.96	815.59	-
- Revenue from cold storage/warehousing services including loading and handling	158.71	310.22	132.59	154.88
	835.43	2,561.86	2,253.93	1,570.83

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32 Other income

Particulars	For the quarter ended 30 June 2018	For the year ended 31 March 2018	For the year ended 31 March 2017	For the year ended 31 March 2016 Proforma Ind AS
Recurring income				
Interest income				
- Loans and advances	0.55	1.84	1.19	0.83
- Bank deposits	1.25	4.90	4.59	0.44
- Security deposits	-	1.19	1.20	1.30
Non-recurring income				
Interest income on income tax refund	1.45	0.75	2.38	-
Excess provisions written back	-	1.07	-	3.52
Net gain on sale of investments	-	2.22	11.18	0.09
Gain on sale of property, plant and equipment (net)	-	1.10	-	-
Gain on fair valuation of investments	0.46	2.15	6.37	1.10
Liabilities no longer required written back	0.35	7.66	13.36	9.32
Gain on fair valuation of CCPS	0.77	5.93	-	-
Gain on modification of lease	-	48.60	-	0.00
Miscellaneous income	0.44	1.18	0.31	1.21
	5.27	78.59	40.58	17.81

33 Purchase of goods for trading/distribution

Particulars	For the quarter ended 30 June 2018	For the year ended 31 March 2018	For the year ended 31 March 2017	For the year ended 31 March 2016 Proforma Ind AS
Purchase of goods for trading/distribution (including direct taxes)	421.00	1,082.56	741.70	-
	421.00	1,082.56	741.70	-

34 Changes in inventories of goods for trading/distribution

Particulars	For the quarter ended 30 June 2018	For the year ended 31 March 2018	For the year ended 31 March 2017	For the year ended 31 March 2016 Proforma Ind AS
Opening stock				
Goods for trading/distribution	70.64	61.09	55.78	-
Total	70.64	61.09	55.78	-
Closing stock				
Goods for trading/distribution	87.75	70.64	61.09	-
Total	87.75	70.64	61.09	-
Changes in inventories of goods for trading/distribution	(17.11)	(9.55)	(5.31)	-

Note:

Closing inventory of year ended 31 March 2016 i.e. INR 123.13 million includes inventory pertaining to customer for which gross accounting was followed from 1 April 2016 (refer below) amounted to INR 55.78 million and inventory pertaining to customers for which net accounting was followed amounted to INR 67.34 million. Hence INR 55.78 million has been excluded from the closing inventory of year ended 31 March 2016 i.e. INR 123.13 million (refer note 12 for detail related to inventory).

With effect from 1 April 2016, pursuant to amendment in arrangement with one of the customer all the business and commercial risks relating to sales and inventory now rest with the Company. Accordingly the revenue and changes in inventories of stock in trade in the Statement of Profit and Loss in respect of that customer has been shown on gross basis.

35 Employee benefits expense

Particulars	For the quarter ended 30 June 2018	For the year ended 31 March 2018	For the year ended 31 March 2017	For the year ended 31 March 2016 Proforma Ind AS
Salaries, wages and bonus	23.02	90.32	86.97	84.02
Contribution to provident fund and other funds	0.84	6.01	4.68	6.52
Staff welfare expenses	0.90	2.32	0.59	1.81
	24.76	98.65	92.24	92.35

36 Other expenses

Particulars	For the quarter ended 30 June 2018	For the year ended 31 March 2018	For the year ended 31 March 2017	For the year ended 31 March 2016 Proforma Ind AS
Manpower and labour contractor charges	12.57	33.66	23.27	19.87
Power and fuel	3.46	12.99	14.12	4.73
Warehouse expenses	4.06	7.83	3.16	1.73
Rent and hire charges	10.58	40.99	37.87	49.36
Freight and forwarding	126.31	420.89	349.15	277.76
Fleet running and maintenance	152.29	633.34	838.58	849.77
Security services	2.68	4.99	3.11	1.87
Rates and taxes	0.60	-	3.59	4.59
Insurance expense	4.59	22.28	21.13	20.46
Registration and permit expense	3.54	20.09	24.31	15.80
Repairs and maintenance - Buildings	0.06	-	-	-
Repairs and maintenance - Others	0.72	2.03	6.44	2.41
Legal and professional fees	3.93	25.36	13.86	14.17
Travelling and conveyance	2.14	15.97	14.22	13.31
Telephone expenses	0.19	2.04	4.39	4.36
Provision for doubtful debts and advances	4.45	18.05	-	11.32
Irrecoverable debts/ advances written off	0.89	0.06	0.58	18.25
Printing and stationery expenses	0.57	1.64	1.78	1.45
Tracking and subscription	0.43	3.01	2.97	3.64
Auditor's remuneration				
-for statutory audit	1.01	1.83	1.95	2.93
-for tax audit	-	0.23	0.22	0.12
-out of pocket expenses	0.11	-	0.33	0.25
Office expenses	0.21	2.38	4.44	-
Loss on fair valuation of CCPS	-	-	23.71	-
Miscellaneous expenses	0.68	9.24	2.83	8.10
	336.07	1,278.90	1,396.01	1,326.25

37 Finance costs

Particulars	For the quarter ended 30 June 2018	For the year ended 31 March 2018	For the year ended 31 March 2017	For the year ended 31 March 2016 Proforma Ind AS
Interest costs	22.86	91.03	103.19	114.09
Other borrowing costs	2.67	6.27	1.94	2.64
	25.53	97.30	105.13	116.73

38 Depreciation and amortisation expense

Particulars	For the quarter ended 30 June 2018	For the year ended 31 March 2018	For the year ended 31 March 2017	For the year ended 31 March 2016 Proforma Ind AS
Depreciation on property, plant and equipment	33.80	145.95	145.90	141.96
Amortisation of intangible assets	0.71	1.39	0.46	0.71
	34.51	147.34	146.36	142.67

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39 Financial Instruments**(A) Fair value disclosures**

Financial assets and financial liabilities are measured at fair value in the financial statement and are entited into three levels of a fair value hierarchy. The three Levels are defined based on the observability of significant inputs to the measurement, as follows:

Level 1: Quoted prices (unadjusted) in active markets for financial instruments.

Level 2: The fair value of financial instruments that are not traded in an active market is determined using valuation techniques which maximise the use of observable market data rely as little as possible on entity specific estimates.

Level 3: If one or more of the significant inputs is not based on observable market data, the instrument is included in level 3.

(i) Financial assets and liabilities measured at fair value – recurring fair value measurements

As at 30 June 2018	Level 1	Level 2	Level 3	Total
Financial assets				
Investments in Mutual funds (quoted) measured at FVTPL	35.48	-	-	35.48
Total financial asset	35.48	-	-	35.48
Financial liability				
Compulsorily convertible preference shares (CCPS)	-	-	405.02	405.02
Total financial liability	-	-	405.02	405.02

As at 31 March 2018	Level 1	Level 2	Level 3	Total
Financial assets				
Investments in Mutual funds (quoted) measured at FVTPL	35.02	-	-	35.02
Total financial asset	35.02	-	-	35.02
Financial liability				
Compulsorily convertible preference shares (CCPS)	-	-	405.79	405.79
Total financial liability	-	-	405.79	405.79

As at 31 March 2017	Level 1	Level 2	Level 3	Total
Financial assets				
Investments in Mutual funds (quoted) measured at FVTPL	82.00	-	-	82.00
Total financial asset	82.00	-	-	82.00
Financial liability				
Compulsorily convertible preference shares (CCPS)	-	-	411.72	411.72
Total financial liability	-	-	411.72	411.72

As at 31 March 2016 Proforma Ind AS	Level 1	Level 2	Level 3	Total
Financial assets				
Investments in Mutual funds (quoted) measured at FVTPL	278.68	-	-	278.68
Total financial asset	278.68	-	-	278.68
Financial liability				
Compulsorily convertible preference shares (CCPS)	-	-	389.70	389.70
Total financial liability	-	-	389.70	389.70

(ii) Valuation technique used to determine fair value

The fair value of investments in mutual shares is based on the NAV of respective investment as at the balance sheet date.

In order to arrive at the fair value of compulsory convertible preference shares, the group obtains independent valuation. Valuer uses discounted cashflow method for fair valuation.

Description	As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS
Impact on fair value if change in discount rate				
Impact due to increase of 1 %	(18.52)	(17.80)	(22.10)	-
Impact due to decrease of 1 %	17.88	(17.80)	25.90	-
Impact on fair value if change discount of lack of marketability				
Impact due to increase of 5 %	(28.52)	(27.10)	(27.40)	-
Impact due to decrease of 5 %	25.28	27.10	27.50	-
Impact on fair value if change terminal growth rate				
Impact due to increase of 1 %	6.18	(8.30)	(10.10)	-
Impact due to decrease of 1 %	(8.42)	7.20	8.80	-

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(B) Financial risk management**(i) Financial instruments by category**

Particulars	As at 30 June 2018		As at 31 March 2018		As at 31 March 2017		As at 31 March 2016 Proforma Ind AS	
	FVTPL	Amortised cost	FVTPL	Amortised cost	FVTPL	Amortised cost	FVTPL	Amortised cost
Financial assets								
Investments	35.48	-	35.02	-	82.00	-	278.68	-
Loans	-	31.80	-	31.53	-	26.00	-	20.11
Other financial assets	-	112.49	-	85.62	-	95.22	-	75.64
Trade receivable	-	436.12	-	427.69	-	380.53	-	415.33
Cash and cash equivalents	-	21.84	-	19.83	-	77.00	-	31.60
Other bank balances	-	5.44	-	5.32	-	4.88	-	2.25
Total financial assets	35.48	607.69	35.02	569.99	82.00	583.63	278.68	544.93
Financial liabilities								
Borrowings	405.02	622.01	405.79	632.62	411.72	756.38	389.70	831.86
Other financial liabilities	-	20.95	-	32.39	-	29.14	-	39.68
Trade payables	-	316.97	-	312.32	-	390.94	-	285.07
Total financial liabilities	405.02	959.93	405.79	977.33	411.72	1,176.46	389.70	1,156.61

The carrying value of the amortised financial assets and liabilities approximate to the fair value on the respective reporting dates.

Movement in financial liability- CCPS

Reconciliation of impairment loss allowance	Amount
As at 1 April 2015 - Proforma Ind AS	-
Changes in valuation	389.70
As at 31 March 2016 - Proforma Ind AS	389.70
Changes in valuation	22.02
As at 31 March 2017 - Proforma Ind AS	411.72
Changes in valuation	(5.93)
As at 31 March 2018 - Proforma Ind AS	405.79
Changes in valuation	(0.77)
As at 30 June 2018 - Proforma Ind AS	405.02

(ii) Risk management

The Group is exposed to market risk, liquidity risk and credit risk. The Group's senior management oversees the management of these risks. This note explains the sources of risk which the entity is exposed to and how the entity manages the risk and the related impact in the financial statements.

(A) Credit risk

Credit risk is the risk that a counterparty fails to discharge its obligation to the entity. The entity's exposure to credit risk is influenced mainly by cash and cash equivalents, trade receivables and financial assets measured at amortised cost. The entity continuously monitors defaults of customers and other counterparties and incorporates this information into its credit risk controls.

a) Credit risk management**(i) Credit risk rating**

The entity assesses and manages credit risk of financial assets based on following categories arrived on the basis of assumptions, inputs and factors specific to the class of financial assets.

A: Low credit risk on financial reporting date

B: Moderate credit risk

C: High credit risk

The entity provides for expected credit loss based on the following:

Asset entity	Basis of categorisation	Provision for expected credit loss
Low credit risk	Cash and cash equivalents, other bank balances, loans, investments and other financial assets	12 month expected credit loss
Moderate credit risk	Trade receivables	Life time expected credit loss

To manage the credit risk, the Group periodically assesses the financial reliability of the customers and other counter parties, taking into account the financial condition, current economic trends, analysis of historical bad debts and ageing of accounts receivable. Individual risk limit are set accordingly. The Group uses this historical trend and ageing to provide provision for trade receivable.

Bank balance are held with only high rated banks. Trade receivable generally recoverable under within the credit period.

Credit rating	Particulars	As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS
A: Low credit risk	Cash and cash equivalents, other bank balances, loans, trade receivables, investments and other financial assets	207.04	177.32	285.10	408.28
B: Moderate credit risk	Trade receivables	494.87	481.99	417.85	459.87

b) Credit risk exposure

(i) Provision for expected credit losses

The entity provides for 12 month expected credit losses for following financial assets –

As at 30 June 2018

Particulars	Estimated gross carrying amount at default	Expected credit losses	Carrying amount net of impairment provision
Investment at amortised cost	35.48	-	35.48
Cash and cash equivalents	21.84	-	21.84
Other bank balances	5.44	-	5.44
Loans	31.80	-	31.80
Trade receivables	494.87	58.75	436.12
Other financial assets	112.49	-	112.49

As at 31 March 2018

Particulars	Estimated gross carrying amount at default	Expected credit losses	Carrying amount net of impairment provision
Investments	35.02	-	35.02
Cash and cash equivalents	19.83	-	19.83
Other bank balances	5.32	-	5.32
Loans	31.53	-	31.53
Trade receivables	481.99	54.30	427.69
Other financial assets	85.62	-	85.62

As at 31 March 2017

Particulars	Estimated gross carrying amount at default	Expected credit losses	Carrying amount net of impairment provision
Investments	82.00	-	82.00
Cash and cash equivalents	77.00	-	77.00
Other bank balances	4.88	-	4.88
Loans	26.00	-	26.00
Trade receivables	417.85	37.32	380.53
Other financial assets	95.22	-	95.22

As at 31 March 2016 Proforma Ind AS

Particulars	Estimated gross carrying amount at default	Expected credit losses	Carrying amount net of impairment provision
Investments	278.68	-	278.68
Cash and cash equivalents	31.60	-	31.60
Other bank balances	2.25	-	2.25
Loans	20.11	-	20.11
Trade receivables	459.87	44.54	415.33
Other financial assets	75.64	-	75.64

(ii) Expected credit loss for trade receivables under simplified approach

As at 30 June 2018

Particulars	Less than 6 months	6 months - 3 years	More than 3 years	Total
Gross carrying value	358.18	112.22	24.47	494.87
Expected loss rate	2.95%	21.15%	100.00%	11.87%
Expected credit loss (provision)	10.55	23.73	24.47	58.75
Carrying amount (net of impairment)	347.63	88.49	-	436.12

As at 31 March 2018

Particulars	Less than 6 months	6 months - 3 years	More than 3 years	Total
Gross carrying value	346.75	116.87	18.37	481.99
Expected loss rate	2.68%	22.80%	100.00%	11.27%
Expected credit loss (provision)	9.28	26.65	18.37	54.30
Carrying amount (net of impairment)	337.47	90.22	-	427.69

As at 31 March 2017

Particulars	Less than 6 months	6 months - 3 years	More than 3 years	Total
Gross carrying value	314.74	98.29	4.82	417.85
Expected loss rate	2.63%	24.65%	100.00%	8.93%
Expected credit loss (provision)	8.27	24.23	4.82	37.32
Carrying amount (net of impairment)	306.47	74.06	-	380.53

As at 31 March 2016 Proforma Ind AS

Particulars	Less than 6 months	6 months - 3 years	More than 3 years	Total
Gross carrying value	369.67	81.77	8.43	459.87
Expected loss rate	3.48%	28.45%	100.00%	9.69%
Expected credit loss (provision)	12.85	23.26	8.43	44.54
Carrying amount (net of impairment)	356.82	58.51	-	415.33

Reconciliation of loss provision – Trade receivables

Reconciliation of loss allowance	Amount
Loss allowance as on 1 April 2015 Proforma Ind AS	36.73
Changes in provision	7.81
Loss allowance as on 31 March 2016 Proforma Ind AS	44.54
Changes in provision	(7.22)
Loss allowance on 31 March 2017	37.32
Changes in provision	16.98
Loss allowance on 31 March 2018	54.30
Changes in provision	4.45
Loss allowance on 30 June 2018	58.75

(B) Liquidity risk

Liquidity risk is defined as the risk that the Group will not be able to settle or meet its obligations on time or at a reasonable price. For the Group, liquidity risk arises from obligations on account of financial liabilities - borrowings, trade payables and other financial liabilities.

Group's treasury department is responsible for liquidity and funding as well as settlement management. In addition, processes and policies related to such risks are overseen by senior management. Management monitors the Group's net liquidity position through rolling forecasts on the basis of expected cash flows.

Maturities of financial liabilities

The tables below analyse the entity's financial liabilities into relevant maturity entityings based on their contractual maturities.

As at 30 June 2018	On demand	Less than 1 year	1 - 5 years	More than 5 years	Total
Non-derivatives					
Non-current borrowings	-	55.73	63.90	-	119.63
Trade payables	-	316.97	-	-	316.97
Current borrowings	420.56	-	-	-	420.56
Capital creditors	-	2.16	-	-	2.16
Other financial liabilities	-	18.00	-	-	18.00
Total	420.56	392.86	63.90	-	877.33

As at 31 March 2018	On demand	Less than 1 year	1 - 5 years	More than 5 years	Total
Non-derivatives					
Non-current borrowings	-	73.68	77.05	-	150.73
Trade payables	-	312.32	-	-	312.32
Current borrowings	420.93	-	-	-	420.93
Capital creditors	-	5.43	-	-	5.43
Other financial liabilities	-	19.38	3.49	3.20	26.07
Total	420.93	410.81	80.54	3.20	915.48

As at 31 March 2017	On demand	Less than 1 year	1 - 5 years	More than 5 years	Total
Non-derivatives					
Non-current borrowings	-	101.87	125.68	-	227.55
Trade payables	-	390.94	-	-	390.94
Current borrowings	420.51	-	-	-	420.51
Capital creditors	-	2.39	-	-	2.39
Other financial liabilities	-	14.31	0.02	8.42	22.75
Total	420.51	509.51	125.70	8.42	1,064.14

As at 31 March 2016 Proforma Ind AS	On demand	Less than 1 year	1 - 5 years	More than 5 years	Total
Non-derivatives					
Non-current borrowings	-	131.28	181.38	-	312.66
Trade payables	-	285.07	-	-	285.07
Current borrowings	421.11	-	-	-	421.11
Capital creditors	-	11.01	-	-	11.01
Other financial liabilities	-	21.93	-	5.05	26.98
Total	421.11	449.29	181.38	5.05	1,056.83

The Group has access to following financing facilities which were undrawn as at the end of reporting periods mentioned :-

Undrawn financing facility	As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS
Secured working capital facilities				
Amount used	419.56	419.85	420.51	421.11
Amount unused	50.44	50.15	49.49	(1.11)
	470.00	470.00	470.00	420.00

(C) Market risk

Interest rate risk

a) Liabilities

The Group's policy is to minimise interest rate cash flow risk exposure on long term and short term financing. At 30 June 2018, the Group have short term borrowings at variable rate of interest and other borrowings are at fixed rate of interest. The Group's fixed deposits are carried at amortised cost and are fixed rate deposits. Only short term borrowings are subject to interest rate risk as defined in Ind AS 107.

Interest rate risk exposure

Below is the overall exposure of the entity to interest rate risk:

Particulars	As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS
Variable rate borrowings	419.56	419.85	420.51	421.11
Fixed rate borrowings	607.47	618.56	747.59	800.45
Total borrowings	1,027.03	1,038.41	1,168.10	1,221.56

Sensitivity

Below is the sensitivity of profit or loss and equity changes in interest rates.

Particulars	As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS
Interest sensitivity*				
Interest rates – increase by 100 basis points	4.20	4.20	4.21	4.21
Interest rates – decrease by 100 basis points	(4.20)	(4.20)	(4.21)	(4.21)

* Holding all other variables constant

b) Price risk

The Group does not have any other price risk than interest rate risk as disclosed above.

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40 Capital management

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

The entity manages its capital structure and makes adjustments in light of changes in economic conditions and the requirements of the financial covenants. To maintain or adjust the capital structure, the entity may adjust the dividend payment to shareholders, return capital to shareholders or issue new shares. The entity monitors capital using a gearing ratio, which is net debt divided by equity. The entity's policy is to keep an optimum gearing ratio. The entity includes within net debt, interest bearing loans and borrowings, trade payables, less cash and cash equivalents.

Particulars	As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS
Non-current borrowings	557.21	566.86	653.78	676.37
Current maturities of non-current borrowings	49.26	50.62	93.81	124.08
Current borrowings	420.56	420.93	420.51	421.11
Total borrowings	1,027.03	1,038.41	1,168.10	1,221.56
Less:				
Cash and cash equivalents	21.84	19.83	77.00	31.60
Other bank balances	5.44	5.32	4.88	2.25
Investments	35.48	35.02	82.00	278.68
Net debt	62.76	60.17	163.88	312.53
Total equity*	408.49	415.20	456.05	503.13
Net debt to equity ratio	15%	14%	36%	62%

*Equity includes Equity share capital and other equity (all reserves) of the Company that are managed as capital.

In order to achieve this overall objective, the entity's capital management, amongst other things, aims to ensure that it meets financial covenants and attached to the interest bearing loans and borrowings that define capital structure requirements. Breaches in meeting the financial covenants would permit the bank to immediately call loans and borrowings. There have been no breaches in the financial covenants of any interest bearing loans and borrowings in the current period.

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41 Employee benefits

During the year ended 31 March 2018, the Group has recognised the following amounts in financial statements in accordance with Ind AS 19- "Employee Benefits" as notified by the Companies (Indian Accounting Standards) Rules, 2015.

A. Gratuity

Amount recognised in the Statement of profit & loss is as under:

Particulars	As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS
Current service cost	0.40	1.53	2.75	1.91
Interest cost	0.10	0.50	0.38	0.38
Actuarial (gain)/loss recognised during the year/period	(0.07)	(3.06)	(0.87)	(2.19)
Total	0.43	(1.03)	2.26	0.10

Movement in liability recognised in the balance sheet is as under:

Particulars	As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS
Present value of defined benefit obligation as at the beginning of the year/period	4.89	6.81	4.73	4.71
Current service cost	0.40	1.54	2.75	1.91
Interest cost	0.10	0.50	0.38	0.38
Actuarial (gain)/loss recognised during the year/period	(0.07)	(3.06)	(0.87)	(2.19)
Benefits paid	(0.08)	(0.90)	(0.18)	(0.08)
Transfer of liability to subsidiary		-	-	-
Present value of defined benefit obligation as at the end of the year/period	5.24	4.89	6.81	4.73

For determination of the gratuity liability of the Group, the following actuarial assumptions were used:

Particulars	As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS
Discount rate	8.09%	7.80%	7.37%	8.00%
Rate of increase in compensation levels	6.00%	6.00%	6.00%	6.00%
Attrition at Ages		Withdrawal Rate		
Up to 30 years	3.00%	3.00%	3.00%	3.00%
From 31 to 44 years	2.00%	2.00%	2.00%	2.00%
Above 44 years	1.00%	1.00%	1.00%	1.00%

Breakup of Actuarial gain/loss

Particulars	As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS
Actuarial gain/losses on experience adjustments	0.14	(2.82)	(1.44)	(2.19)
Actuarial gain/losses on financial assumptions	(0.21)	(0.28)	0.57	-
	(0.07)	(3.10)	(0.87)	(2.19)

Sensitivity analysis for gratuity liability**a) Impact of change in discount rate**

Present value of obligation at the end of the year/period

	5.24	4.88	7.81	4.73
i) Impact due to increase of 0.5%	(0.34)	(0.32)	(0.48)	0.20
ii) Impact due to decrease of 0.5%	0.37	0.36	0.53	0.35

b) Impact of change in salary increase

Present value of obligation at the end of the year/period

	5.24	4.88	7.81	4.73
i) Impact due to increase of 0.5%	0.38	0.38	0.54	0.36
ii) Impact due to decrease of 0.5%	(0.34)	(0.35)	(0.49)	0.20

Maturity profile of employee benefit obligations

Particulars	As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS
Upto 1 Year	0.36	0.34	0.30	0.29
1 to 2 year	0.04	0.04	0.13	0.06
2 to 3 year	0.18	0.17	0.23	0.15
3 to 4 year	0.13	0.12	0.25	0.08
4 to 5 year	0.09	0.08	0.16	0.13
5 to 6 year	0.09	0.08	0.11	0.11
6 Year onwards	4.36	4.06	5.63	3.91

ColdEX Limited (formerly known as Swastik Roadlines Private Limited)

Annexure VI : Notes to Restated Consolidated Financial Information

(All amounts in millions of INR, unless stated otherwise)

ColdEX Limited (formerly known as Swastik Roadlines Private Limited)

Weighted average duration of defined benefit obligation is 17.71 years as at 30 June 2018, 19.91 years as at 31 March 2018, 19.77 years as at 31 March 2017, 18.95 years as at 31 March 2016.

ColdEX Logistics Private Limited

Weighted average duration of defined benefit obligation is 19.93 years as at 30 June 2018, 18.09 years as at 31 March 2018, 17.76 years as at 31 March 2017, 17.92 years as at 31 March 2016.

Risk exposure

Through its defined benefit plans, the Group is exposed to a number of risks, the most significant of which are detailed below:

Interest rate risk: The plan exposes the Group to the risk off all in interest rates. A fall in interest rates will result in an increase in the ultimate cost of providing the above benefit and will thus result in an increase in the value of the liability (as shown in financial statements).

Liquidity risk: This is the risk that the Group is not able to meet the short-term gratuity pay-outs. This may arise due to non availability of enough cash/ cash equivalent to meet the liabilities or holding of illiquid assets not being sold in time.

Salary escalation risk: The present value of the defined benefit plan is calculated with the assumption of salary increase rate of plan participants in future. Deviation in the rate of increase of salary in future for plan participants from the rate of increase in salary used to determine the present value of obligation will have a bearing on the plan's liability.

Demographic risk: The Group has used certain mortality and attrition assumptions in valuation of the liability. The Group is exposed to the risk of actual experience turning out to be worse compared to the assumption.

Detailed information to the extent provided by the actuary in the actuarial certificate has been included in the disclosure given above

B. Defined contribution plans

The Group has also certain defined contribution plans. Contributions are made to provident fund in India for employees at the rate of 12% of the basic salary as per regulations. The contributions are made to registered provident fund administered by government of India. The obligations of the Group is limited to the amount contributed and it has no further contractual nor any constructive obligations. The expense recognised during the year towards defined contribution plan is INR 0.84 millions (31 March 2018 - INR 6.01 millions; 31 March 2017 - INR 4.68 millions; 31 March 2016 - INR 6.52 millions).

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42 Earnings per share

Both the basic and diluted earnings per share have been calculated using the profit attributable to shareholders of the parent company as the numerator, i.e. no adjustments to profit were necessary in 2017-18 or 2016-17.

The reconciliation of the weighted average number of shares for the purposes of diluted earnings per share to the weighted average number of ordinary shares used in the calculation of basic earnings per share is as follows:

Particulars		For the year ended 30 June 2018	For the year ended 31 March 2018	For the year ended 31 March 2017	For the year ended 31 March 2016 Proforma Ind AS
Profit/(loss) after tax	(A)	13.21	31.68	(162.13)	(92.08)
Number of shares outstanding at the end of the period/year		13,35,714	13,35,714	13,35,714	13,35,714
Add: Bonus shares issued*					
First round		51,37,158	51,37,158	51,37,158	51,37,158
Second round		10,72,879	10,72,879	10,72,879	10,72,879
Weighted average number of shares used in basic and diluted ear (B)		75,45,751	75,45,751	75,45,751	75,45,751
Basic and dilutive earnings per share (In INR per share)	(A/B)	1.75	4.20	(21.49)	(12.20)

*Bonus shares issued:

First round of bonus shares issued: The shareholders of the Company, vide special resolution in extraordinary general meeting dated 2 July 2018 authorized the Board of Directors to allot 5,137,158 bonus shares to the equity shareholders.

Second round of bonus shares issued: The shareholders of the Company, vide special resolution in extraordinary general meeting dated 10 August 2018 authorized the Board of Directors to allot 1,072,879 bonus shares to the equity shareholders existing as at 30 June 2018 and 206,770 bonus shares to CCPS holders to whom equity shares are issued on 2 August 2018.

Note:

The Company has issued CCPS that are convertible into variable number of equity shares based on terms defined in shareholders subscription agreement, as further explained in note 23. Such CCPS do not have dilutive impact on the earnings per share and therefore, they have not been considered for determining earnings per share attributable to shareholders.

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43 Leases

The Group has taken land on lease for warehouse & office premises which are being classified as operating leases. These leases are further renewable on the expiry of total lease term subject to mutual consent of both the parties. There are no restriction imposed on on the Group under lease arrangement. There are no subleases. The lease rentals charged during the period and the future minimum lease rentals are as follows:

Minimum lease rentals payables	For the quarter ended 30 June 2018	For the year ended 31 March 2018	For the year ended 31 March 2017	For the year ended 31 March 2016 Proforma Ind AS
1) Lease rentals recognised during the period/year	10.58	40.99	37.87	49.36
2) Future minimum lease payments				
Within one year	5.97	5.89	6.21	4.92
One to five years	24.72	24.63	29.39	27.52
Above five years	24.19	25.81	71.50	79.58

The Group has taken on lease building and infrastructure, which has been classified as a finance lease. The reconciliation between the total of future minimum lease payments and their present value at the end reporting period/years are as follows:

Particulars	Minimum lease rentals payables			
	Less than 1 year	1-5 years	More than 5 years	Total
As at 30 June 2018				
Lease payment	25.31	104.69	102.45	232.44
Finance charge	22.82	80.35	34.01	137.18
Net present value	16.49	38.81	15.32	70.62
As at 31 March 2018				
Lease payment	24.96	104.33	109.31	238.60
Finance charge	22.95	81.75	38.25	142.95
Net present value	17.28	41.11	16.89	75.28
As at 31 March 2017				
Lease payment	30.11	142.60	346.87	519.58
Finance charge	35.60	151.76	187.56	374.92
Net present value	15.77	41.70	28.64	86.11
As at 31 March 2016 Proforma Ind AS				
Lease payment	23.88	133.50	386.07	543.45
Finance charge	33.66	148.72	226.20	408.58
Net present value	15.90	49.59	36.51	102.00

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44 Effective tax reconciliation

Particulars	As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS
Profit/(Loss) before tax	15.94	(52.79)	(178.91)	(84.63)
Domestic tax rate for	29.12%	30.90%	30.90%	30.90%
Expected tax expenses (A)	4.64	(16.31)	(55.28)	(26.15)
Unrecognised DTA of previous year recognised in the current year	-	(63.40)	-	-
Non creation of deferred tax assets in absence of VC	0.67	0.82	17.79	28.73
Effect of change in deferred tax rate	-	(8.75)	16.24	3.36
Impact of item charge at differential tax rate	0.04	(1.19)	(3.22)	-
Gain on fair valuation of CCPS	(0.11)	(1.73)	7.32	-
Adjustment of tax losses as per assesment orders	-	2.36	-	-
Others	-	2.67	0.37	1.50
Total	0.60	(69.22)	38.50	33.59
Adjustment in respect of current income tax of previous year	-	(0.41)	-	-
Adjustment in respect of unutilised tax credit	(2.39)	1.73	-	-
Total adjustments [B]	(1.79)	(67.90)	38.50	33.59
Actual tax expense [C=A+B]	2.85	(84.21)	(16.78)	7.45
Total tax incidence	2.85	(84.21)	(16.78)	7.45
Tax expense recognized in Statement of profit and loss [D]	2.85	(84.21)	(16.78)	7.45

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45 Contingent liabilities and commitments:**A. Contingent liabilities**

	As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS
a) Income tax cases*	25.65	25.65	27.03	27.03
b) Value Added Tax cases**	-	-	-	1.93
c) Bonus as per The Payment of Bonus (Amendment) Act, 2015 for the year ended 31 March 2015***	-	-	1.84	1.84
	25.65	25.65	28.87	30.80

*** Income-tax demand comprises of the following:**

Income tax matter in respect of regular assessment for the assessment year 2008-09 pending before Hon'ble High Court of Madhya Pradesh	13.08	13.08	13.08	13.08
Income tax matter in respect of regular assessment for the assessment year 2009-10 pending before Hon'ble High Court of Madhya Pradesh	9.06	9.06	9.06	9.06
Income tax matter in respect of regular assessment for the assessment year 2010-11 pending before CIT (Appeals)#	3.51	3.51	3.51	3.51
Income tax matter in respect of regular assessment for the assessment year 2011-12 has been settled wide order dated 23 January 2018 by CIT (Appeals)##	-	-	1.38	1.38

Against a demand of INR 4.31 millions (31 March 2018: INR 4.31 millions; 31 March 2017: INR 4.31 millions; 31 March 2016: INR 4.31 millions), the Group has made provision of INR 0.80 millions (31 March 2018: 0.80 millions; 31 March 2017: INR 0.80 millions; 31 March 2016: INR 0.80 millions).

Against a demand of INR Nil (31 March 2018: Nil; 31 March 2017: INR 14.98 millions; 31 March 2016: INR 14.98 millions), the Group has made provision of INR Nil (31 March 2018: Nil; 31 March 2017: INR 1.17 millions; 31 March 2016: INR 1.17 millions). Since the Group has brought forward losses hence the addition has been adjusted against the losses therefore provision created in earlier year has been reversed.

ii) Against a demand of INR 1.93 millions (31 March 2018: 1.93 millions; 31 March 2017: INR 1.93 millions; 31 March 2016: INR 1.93 millions), the Group has made provision of INR 1.93 millions (31 March 2018: 1.93 millions; 31 March 2017: INR 1.93 millions; 31 March 2016: Nil) and paid under protest INR 1.93 millions (31 March 2018: 1.93 millions; 31 March 2017: INR 1.93 millions; 31 March 2016: INR 1.93 millions).

iii) The Payment of Bonus (Amendment) Act, 2015 dated 31 December 2015 (which was made effective from 1 April 2014) revised the thresholds for coverage of employees eligible for Bonus and also enhanced the ceiling limits for computation of bonus. However, taking cognizance of the stay granted by Hon'ble High Courts of Kerala (Ernakulam), Karnataka (Bengaluru), Uttar Pradesh (Allahabad) and Madhya Pradesh (Indore) and pending disposal of such matter, the Group, in accordance with the Payment of Bonus (Amendment) Act, 2015, has only recognized an additional expense of INR3.45 millions for the period 1 April 2015 to 31 March 2016 and has not recognized the differential amount of bonus (INR 1.84) millions for the period 1 April 2014 to 31 March 2015.

Further, the Group has certain litigations involving motor vehicles. Based on legal advice of in-house legal team, the management believes that no material liability will devolve on the Group in respect of these litigations.

iv) The subsidiary Group i.e. ColdEX Logistics Private Limited has one litigation involving recovery from customers. Based on detailed assessments and evaluations, the management believes that no material liability will devolve on the Group in respect of this litigation.

B. Commitments:

	As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS
(i) Estimated amount of contracts remaining to be executed on capital account and not provided for.	686.80	686.80	5.00	5.37
Commitments for the period ended 30 June 2018 and 31 March 2018 pertain to rentals to be paid over the lock-in period for the proposed warehousing facility to be availed by the company. The terms of these facilities are currently under re-negotiation with the lessor.				

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(All amounts in millions of INR, unless stated otherwise)

46 Details of assets pledged

The carrying amounts of assets pledged as security for current and non-current borrowings are:

Particulars	As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS
Current				
Inventories	1.82	1.52	1.07	0.81
Financial assets				
Investments	-	-	13.88	248.55
Trade receivables	251.07	260.27	269.31	316.78
Cash and cash equivalents	10.89	10.09	75.35	23.94
Other bank balances	5.44	5.32	4.88	2.25
Loans	1.21	1.43	1.29	1.29
Other financial assets	59.97	32.73	41.21	24.61
Other current assets	27.03	1.42	55.12	27.40
Total	357.43	312.78	462.11	645.63
Non current				
Property, plant and equipment	534.74	557.09	647.79	706.48
Capital work-in-progress	3.50	2.56	3.50	15.31
Intangible assets	0.45	0.61	1.08	1.50
Fixed deposits	-	-	-	-
Total	538.69	560.25	652.38	723.29
Total	896.12	873.03	1,114.48	1,368.92

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47 Segment reporting

Primary Segment - The Company has disclosed business segment as the primary segment. Segments have been identified and reported taking into account the nature of products and services, the differing risks and returns, the organization structure and the internal reporting system. The identified reportable segments for the period under review are Integrated distribution and Fulfilment services. Integrated distribution segment comprises of complete end to end supply chain management service for the customers i.e. Cold storage/warehousing services including loading and handling (with or without distribution of goods) and transportation services. Fulfilment services segment comprises of services relating to either Cold storage/warehousing services including loading and handling or transportation service.

Secondary Segment – Geographical segment. The Company mainly caters to the needs of the domestic market. The Company has no export turnover. Hence, there are no reportable geographical segments.

For the three months period ended 30 June 2018

Particular	Integrated distribution (gross)	Fulfilment services	Total
Revenue			
External revenue	584.98	316.30	901.28
Inter-segment revenue	-	(65.85)	(65.85)
Total revenue	584.98	250.45	835.43
Segment result	75.40	(2.88)	72.52
Add: Interest income			3.25
Less: Interest expense			(25.53)
Less: Depreciation and amortisation (unallocated)			(2.15)
Add: Other unallocable incomes			2.02
Less: Other unallocable expenses			(34.17)
Profit before tax			15.94
Tax expense			2.85
Profit after tax			13.09
Other Information:			
Segment assets	376.14	923.37	1,299.52
Unallocated corporate assets	-	-	361.11
Total assets			1,660.63
Segment liabilities	308.87	65.52	374.39
Unallocated corporate liabilities	-	-	1,062.93
Total liabilities			1,437.32
Segment additions to non-current assets			
Allocated additions	-	0.17	0.17
Unallocated additions	-	-	14.29
Total additions additions to Non-current assets			14.46
Material non-cash items other than depreciation and amortisation:			
Gain on fair valuation of CCPS			0.77
Information about major customers (contributing more than 10% of entity revenue individually)			
Number of customers	2	-	2
Total amount of revenue	521.44	-	521.44

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ColdEX Limited (formerly known as Swastik Roadlines Private Limited)
Annexure VI : Notes to Restated Consolidated Financial Information
(All amounts in millions of INR, unless stated otherwise)

For the year ended 31 March 2018

Particular	Integrated distribution (gross)	Fulfilment services	Total
Revenue			
External revenue	1,486.73	1,248.41	2,735.14
Inter-segment revenue	-	(171.32)	(171.32)
Total revenue	1,486.73	1,077.09	2,563.82
Segment result	145.46	(30.81)	114.65
Add: Interest revenue			8.71
Less: Interest expense			(97.30)
Less: Depreciation and amortisation (unallocated)			(6.87)
Add: Other unallocable incomes			69.88
Less: Other unallocable expenses			(141.86)
Loss before tax			(52.79)
Tax expense			(84.21)
Profit after tax			31.42
Other Information:			
Segment assets	339.11	937.33	1,276.44
Unallocated corporate assets	-	-	362.23
Total assets			1,638.67
Segment liabilities	298.45	65.41	363.87
Unallocated corporate liabilities	-	-	1,064.63
Total liabilities			1,428.50
Segment additions to non-current assets			
Allocated additions	-	25.51	25.51
Unallocated additions			39.59
Total capital additions			65.10
Material non-cash items other than depreciation and			
Gain on fair valuation of CCPS	-	-	5.93
Gain on modification of lease terms	-	-	48.60
Information about major customers (contributing more than 10% of entity revenue individually)			
Number of customers	1	-	1
Total amount of revenue	1,252.10		1,252.10

For the year ended 31 March 2017

Particular	Integrated distribution (gross)	Fulfilment services	Total
Revenue			
External revenue	921.70	1,430.49	2,352.19
Inter-segment revenue	-	(95.55)	(95.55)
Total revenue	921.70	1,334.94	2,256.64
Segment result	15.80	1.04	16.84
Add: Interest revenue			9.36
Less: Interest expense			(105.13)
Less: Depreciation and amortisation (unallocated)			(6.42)
Add: Other unallocable incomes			31.20
Less: Other unallocable expenses			(124.76)
Loss before tax			(178.91)
Tax expense			(16.78)
Loss after tax			(162.13)
Other Information:			
Segment assets	367.87	1,165.48	1,533.35
Unallocated corporate assets			270.06
Total assets			1,803.41
Segment liabilities	360.93	497.75	858.68
Unallocated corporate liabilities			768.22
Total liabilities			1,626.90
Segment additions to non-current assets			
Allocated additions	-	22.20	22.20
Unallocated additions	-	-	50.17
Total capital additions			72.37
Material non-cash items other than depreciation and			
Loss on fair valuation of CCPS			23.71
Information about major customers (contributing more than 10% of entity revenue individually)			
Number of customers	1	1	2
Total amount of revenue	834.41	266.12	1,100.53

For the year ended 31 March 2016

Particular	Integrated distribution (gross)	Fulfilment services	Total
Revenue			
External revenue	135.32	1,504.55	1,639.87
Inter-segment revenue	-	(64.31)	(64.31)
Total revenue	135.32	1,440.24	1,575.56
Segment result	6.16	105.61	111.77
Add: Interest revenue			2.57
Less: Interest expense			(116.73)
Less: Depreciation and amortisation (unallocated)			(7.97)
Add: Other unallocable incomes			15.24
Less: Other unallocable expenses			(89.51)
Loss before tax			(84.63)
Tax expense			7.45
Loss after tax			(92.08)
Other Information:			
Segment assets	343.23	1,170.91	1,514.14
Unallocated corporate assets			417.72
Total assets			1,931.86
Segment liabilities	360.93	497.75	858.68
Unallocated corporate liabilities			732.97
Total liabilities			1,591.65
Segment additions to non-current assets			-
Allocated additions	-	67.98	67.98
Unallocated additions	-	-	59.12
Total capital additions			127.10
Material non-cash items other than depreciation and			
Loss on fair valuation of CCPS			-
Information about major customers (contributing more than 10% of entity revenue individually)			
Number of customers	-	2	2
Total amount of revenue	-	451.22	451.22

Notes:-

- 1 Certain incomes, expenses, assets, liabilities, capital expenditure and depreciation are not separately identifiable to two business segments namely Integrated distribution and Fulfilment services, owing to which, these amounts have been included under unallowable incomes, unallowable expenses, unallocated assets, unallocated liabilities, unallocated capital expenditure and unallowable depreciation respectively as discrete information pertain to these segments are not available.
- 2 Finance income and costs, and gain on modification of lease terms are not allocated to individual segments as the underlying arrangements are managed on a Company basis.
- 3 Current taxes and deferred taxes are not allocated to those segments as they are also managed on a Company basis.
- 4 Certain expenses, assets, liabilities, capital expenditure and depreciation on a reasonable basis as per the best management estimate.

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Annexure VI : Notes to Restated Consolidated Financial Information

(All amounts in millions of INR, unless stated otherwise)

48 Related party transactions

In accordance with the requirements of Indian Accounting Standard (Ind AS-24) on related party disclosures where control exist and where transactions have taken place and description of the relationship as identified and certified by management are as follows:

A Entities in which directors or relatives of directors of the Group is interested

ColdEX Foundation (Section-8 Company)

Section 8 Company in which Mr. Gaurav Jain is Director

B Key Managerial Personnel

Mr. Gaurav Jain	Managing Director
Mr. Anil Agarwal	Chief Executive Officer (w.e.f. 1 September 2017)
Mr. Anoop Agarwal	Chief Financial Officer (w.e.f 19 June 2018)
Mrs. Mansi Keshwani	Company Secretary (w.e.f 3 May 2018)
Mr. Amit Mittal	Director (till 24 August 2018)
Mrs. Tanu Jain	Director (w.e.f 24 August 2018)

C Relatives of Key Managerial Personnel

Mrs. Santosh Jain Mother of Mr. Gaurav Jain

D Investing party in respect of which the Group is an Associate

Sabr India Investment Pvt Ltd (w.e.f. 17 March 2016)

Feedbridge Equity Holding Limited (till 16 March 2016)

E Transactions with related parties during the year in the ordinary course of business

Description	For the year ended 30 June 2018	For the year ended 31 March 2018	For the year ended 31 March 2017	For the year ended 31 March 2016 Proforma Ind AS
Remuneration to key managerial personnel				
Remuneration including perquisites*	4.19	8.54	5.96	4.12
Reimbursement of expense				
Feedbridge Equity Holding Limited	-	-	-	0.07
Sabr India Investment Pvt Ltd	-	-	1.69	-
Loans taken				
Feedbridge Equity Holding Limited	-	-	-	10.00
Mr. Gaurav Jain	-	1.08	-	21.50
Fair valuation gain on CCPS				
Sabr India Investment Pvt Ltd	0.77	5.93	-	-
Fair valuation loss on CCPS				
Sabr India Investment Pvt Ltd	-	-	23.71	-
Loans repaid				
Feedbridge Equity Holding Limited	-	-	-	10.00
Mr. Gaurav Jain	-	-	-	24.33
Interest on loans				
Feedbridge Equity Holding Limited	-	-	-	0.51
Proceeds from issue of CCPS				
Sabr India Investment Pvt Ltd	-	-	-	400.00
Imprest/advances given				
Mr. Gaurav Jain	-	-	-	0.60
ColdEX Foundation (Section-8 Company)	-	-	-	0.05
Rental income				
ColdEX Foundation (Section -8 Company)	0.04	0.17	-	-

* Does not include gratuity expense as the same is provided in the books on the basis of actuarial valuation for the Group as a whole and hence individual figures cannot be determined.

F Balance at the end of the period/year

Description	As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS
Remuneration to key managerial personnel				
Short term employee benefit	2.27	1.07	0.72	0.67
Long term employee benefit	0.72	0.67	0.58	0.30
Current borrowings				
Mr Gaurav Jain	1.00	1.08	-	-
Equity share capital				
Mr. Gaurav Jain	5.53	5.53	5.53	5.53
Sabr India Investment Pvt Ltd	4.09	4.09	4.09	3.82
Mrs. Santosh Jain	1.56	1.56	1.56	1.56
0.001% Compulsory Convertible Preference Shares (CCPS)				
Sabr Investment India Pvt Ltd	405.02	405.79	411.72	389.70
Trade receivables				
ColdEX Foundation (Section -8 Company)	0.21	0.17	-	-

Personal guarantees have been given by Mr. Gaurav Jain towards Cash Credit Facility from banks of INR 570.00 millions (31 March 2018: INR 570.00 millions; 31 March 2017: INR 570.00 millions; 31 March 2016: NIL). The outstanding book balance as on 30 June 2018 is INR 419.56 millions (31 March 2018: INR 419.85 millions; 31 March 2017: INR 420.51 millions; 31 March 2016: INR 421.11 millions).

Note:-

As on reported dates, the Company has provided loans, as a part of its funding arrangement for its subsidiaries in form of long term loans and advances:

For ColdEX Logistics Private Limited (the subsidiary of the Company), INR 104.49 million (31 March 2018: INR 101.18 million, 31 March 2017: 91.61 million, 31 March 2016: INR 44.20 million)

For CityEX Logitech Private Limited (the subsidiary of the Company), INR .25 million (31 March 2018: INR .25 million, 31 March 2017: NIL, 31 March 2016: NIL)

- 49** The Group has not entered into any derivative instrument during the year. The Group does not have any foreign currency exposures towards receivables, payables or any other derivative instrument that have not been hedged.
- 50** In the opinion of the Board of Directors, all current assets and loans and advances, appearing in the balance sheet as at reporting dates, have a value on realisation in the ordinary course of the Group's business, at least equal to the amount at which they are stated in the financial statements. In the opinion of the board of directors, no provision is required to be made against recoverability of these balances.
- 51 Offsetting financial assets and financial liabilities**

Particulars	Effects of offsetting on the balance sheet			Related amounts not offset		
	Gross amounts	Gross amounts set off in the balance sheet	Net amounts presented in the balance sheet	Amounts subject to master netting arrangements	Financial instrument collateral	Net amount
30 June 2018						
Financial liabilities						
Borrowings	419.56	-	419.56	-	328.58	90.98
31 March 2018						
Financial liabilities						
Borrowings	419.85	-	419.85	-	309.84	110.01
31 March 2017						
Financial liabilities						
Borrowings	420.51	-	420.51	-	405.92	14.59
31 March 2016						
Proforma IND AS						
Financial liabilities						
Borrowings	421.11	-	421.11	-	617.43	-

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52 Employee stock option plan

The Group had implemented an Employee Stock Option Scheme, which was approved by the Board of Directors and the shareholders vide resolution dated 9 July 2014 and 2 August 2014 respectively ('the ColdEX ESOP Scheme 2014' or the 'Scheme'), consequent to which 40,071 equity shares with a nominal value of INR 10/- each would be granted upon exercise of stock options (ESOPs) to eligible employees. The exercise price of these options was to be determined by the Board of Directors and the options would vest over a period of 12 months to 36 months of continued employment from the grant date.

On 07 August 2014, the Group had granted 28,717 ESOPs ('Grant I') as per Scheme at an exercise price of INR 1,148/- per option with graded vesting (i.e. 17,230 options vesting after 12 months from the date of grant and 11,487 options vesting after 24 months from the date of grant). The vesting of options was subject to the continued employment of the grantee and performance of the Group over the vesting period. The options granted can be exercised after vesting only at the time of liquidity event (as described in the policy), as approved by the Board of Directors.

On 1 March 2016, the Board of Directors passed a resolution for cancellation of the un-granted options i.e. 11,354 out of the total 40,071 options, of which 28,717 options were granted on 07 August 2014. It was also resolved that if the said 28,717 options are not exercised within twenty four (24) months from the 'Subscription Date' (as defined in the Subscription Agreement entered into between Sabr India Investment Private Limited, the promoters of the Group and the Group on 15 February 2016), then such unsubscribed options shall lapse and shall automatically stand cancelled. Further, the vesting was dependent upon (a) time based service (65% of the granted options) and (b) performance based service (i.e. the Group performance measured on EBITDA during the vesting period) (35% of the granted options).

On 06 July 2016, the Board of Directors passed a resolution for modification in the ColdEX ESOP Scheme 2014, whereby the Company gave the following two options to the eligible employees continuing employment with the Group:-

Option 1:- Eligible employees can exercise the vested ESOPs by paying INR 1,148/- per option on or before 31 March 2018; or

Option 2:- Eligible employees can accept the cancellation of vested ESOPs in consideration of receiving INR 135/- per option in the month of April 2017 (basis the parameters achieved set out above and employment continuation).

The employees with continuous employment with the Company opted for Option 2 before 31 March 2017 and the Company recognised a provision of INR 17.10 lacs as at 31 March 2017 towards settlement of the scheme. On 21 February 2017, the Board of Directors passed a resolution for abandonment of entire ColdEX ESOP Scheme 2014 and consequently, all vested and unvested options of all the eligible employees stand were cancelled before 31 March 2017.

i) **The relevant details in respect of ColdEX ESOP Scheme 2014 are summarized below:**

Particulars	30 June 2018		31 March 2018		31 March 2017		31 March 2016 Proforma IND AS	
	No. of Options	Weighted Average Price	No. of Options	Weighted Average Price	No. of Options	Weighted Average Price	No. of Options	Weighted Average Price
Outstanding at the beginning of year	-	-	-	-	28,717	1,148	28,717	1,148
Granted during the period/year	-	-	-	-	-	-	-	-
Exercised during the year	-	-	-	-	-	-	-	-
Cancelled during the year, due to abandonment of Scheme	-	-	-	-	28,717	1,148	-	-
Expired during the period/year	-	-	-	-	-	-	-	-
Outstanding at the end of the period/year	-	-	-	-	-	-	28,717	1,148
Exercisable at the end of the period/year	-	-	-	-	-	-	17,230	1,148
Number of equity shares of INR 10/- each fully paid up to be issued on exercise of option	-	-	-	-	-	-	28,717	1,148
Weighted average remaining contractual life		-		-		-		1.88

ii) **The fair value of the options were estimated on the date of grant using the Black-Scholes Model with the following significant assumptions:**

Particulars	Grant I
Risk free interest Rates (in %)	8.90%
Expected life (in years)	3.53
Volatility (in %)	35.88%
Dividend yield (in %)	0.00%
Weighted average equity value per share (INR)	1,148
Weighted average exercise price (INR)	1,148

The expected life of the stock is based on historical data and current expectations and is not necessarily indicative of exercise patterns that may occur. The expected volatility reflects the assumption that the historical volatility over a period similar to the life of the options is indicative of future trends, which may also not necessarily be the actual outcome.

ColdEX Limited (formerly known as Swastik Roadlines Private Limited)

Annexure VI : Notes to Restated Consolidated Financial Information

(All amounts in millions of INR, unless stated otherwise)

53 Interests in subsidiaries

Set out below details of the subsidiaries held directly by the Group:

Name of the subsidiary	Country of incorporation and principal place of business	Principal activity	Proportion of ownership interest (%)			
			As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 - Proforma Ind AS
ColdEX Logistics Private Limited	India	Services relating to cold storage/warehousing, trading/distribution and administration of goods through buying and selling on behalf of customers.	100.00%	100.00%	100.00%	100.00%
CityEx Logitech Private Limited	India	Multi-model cold chain logistics	90.00%	90.00%	-	-

54 Statutory Group information:

Name of the Entity	Net Assets, i.e., total assets minus total liabilities		Share in Profit or Loss for the year ended		Share in Other comprehensive Income for the year ended		Share in Total comprehensive Income for the year ended	
	As % of consolidated net assets	Amount	As % of consolidated profit or loss	Amount	As % of consolidated net assets	Amount	As % of consolidated profit or loss	Amount
Holding Company								
ColdEX Limited (formerly known as Swastik Roadlines Private Limited)								
as at 30 June 2018	182.65	408.49	(52.71)	(6.90)	360.00	0.18	-51.14	(6.72)
as at 31 March 2018	197.36	415.21	(136.41)	(42.86)	100.00	2.17	(121.14)	(40.69)
as at 31 March 2017	258.34	456.05	27.53	(44.63)	(3.13)	(0.02)	27.65	(44.65)
as at 31 March 2016	147.89	503.12	6.56	(6.04)	100.00	1.51	5.00	(4.53)
ColdEX Logistics Private Limited								
as at 30 June 2018	(50.92)	(113.88)	152.10	19.91	(260.00)	(0.13)	150.53	19.78
as at 31 March 2018	(63.63)	(133.86)	268.46	84.35	-	-	251.12	84.35
as at 31 March 2017	(137.80)	(243.26)	73.61	(119.35)	103.13	0.66	73.50	(118.69)
as at 31 March 2016	(43.78)	(148.95)	101.09	(93.08)	-	-	102.77	(93.08)
CityEx Logitech Private Limited								
as at 30 June 2018	(1.48)	(3.31)	(8.94)	(1.17)	(2,340.00)	(1.17)	(17.81)	(2.34)
as at 31 March 2018	(1.02)	(2.14)	(8.40)	(2.64)	-	-	(7.86)	(2.64)
as at 31 March 2017	-	-	-	-	-	-	-	-
as at 31 March 2016	-	-	-	-	-	-	-	-
Non controlling interest								
as at 30 June 2018	(0.15)	(0.33)	(0.92)	(0.12)	-	-	(0.91)	(0.12)
as at 31 March 2018	0.10	0.21	(0.83)	(0.26)	-	-	(0.77)	(0.26)
as at 31 March 2017	-	-	-	-	-	-	-	-
as at 31 March 2016	-	-	-	-	-	-	-	-
Elimination								
as at 30 June 2018	(30.10)	(67.33)	10.47	1.37	2,340.00	1.17	19.33	2.54
as at 31 March 2018	(32.81)	(69.04)	(22.82)	(7.17)	-	-	(21.35)	(7.17)
as at 31 March 2017	(20.54)	(36.26)	(1.14)	1.85	-	-	(1.15)	1.85
as at 31 March 2016	(4.10)	(13.96)	(7.65)	7.04	-	-	(7.77)	7.04
Total								
as at 30 June 2018	100.00	223.64	100.00	13.09	100.00	0.05	100.00	13.14
as at 31 March 2018	100.00	210.38	100.00	31.42	100.00	2.17	100.00	33.59
as at 31 March 2017	100.00	176.53	100.00	(162.13)	100.00	0.64	100.00	(161.49)
as at 31 March 2016	100.01	340.21	100.00	(92.08)	100.00	1.51	100.00	(90.57)

55 First time adoption of Ind AS

These are the Group's first financial statements prepared in accordance with Ind AS.

The accounting policies set out in Annexure V: Restated Consolidated Statement of Significant Accounting Policies, have been applied in preparing the financial statements for the year ended 31 March 2018, the comparative information presented in these financial statements for the year ended 31 March 2017 and in the preparation of an opening Ind AS balance sheet at 1 April 2016 (the Group's date of transition). An explanation of how the transition from previous GAAP to Ind AS has affected the Group's financial position, financial performance and cash flows is set out in the following tables and notes.

The audited Consolidated Financial Information presented for the year ended 31 March 2016 has been converted to Ind AS in order to align with accounting policies as referred to in Annexure V: Restated Consolidated Statement of Significant Accounting Policies, certain exemptions and disclosure as adopted for the preparation of Ind AS financial statements. These are referred to as the "Proforma Ind AS Restated Consolidated Financial Information".

A Ind AS optional exemptions**1 Deemed cost for property, plant and equipment**

Ind AS 101 permits a first-time adopter to elect to continue with the carrying value for all of its property, plant and equipment as recognised in the financial statements as at the date of transition to Ind AS, measured as per the previous GAAP and use that as its deemed cost as at the date of transition after making necessary adjustments for de-commissioning liabilities. Accordingly, the Group has elected to measure all of its property, plant and equipment at their previous GAAP carrying value.

2 Leases

Appendix C to Ind AS 17, Leases, requires an entity to assess whether a contract or arrangement contains a lease. As per Ind AS 17, this assessment should be carried out at inception of the contract or arrangement. However, the Group has used Ind AS 101 exemption and assessed all arrangements based for embedded leases based on conditions in place as at the date of transition.

3 Share based Payments

Ind AS 102 Share based payments requires an entity to record the options on their face value instead of their intrinsic value. Ind AS 101 permits a first time adopter to ignore such requirement for the options already vested as on the transition date. The company elected to apply this exemption for such vested options.

B Ind AS mandatory exemptions**1 Estimate**

An entity's estimates in accordance with Ind ASs at the date of transition to Ind AS shall be consistent with estimates made for the same date in accordance with previous GAAP (after adjustments to reflect any difference in accounting policies), unless there is objective evidence that those estimates were in error.

Ind AS estimates as at 1 April 2015 are consistent with the estimates as at the same date made in conformity with previous

2 Classification and measurement of financial assets and liabilities

The classification and measurement of financial assets will be made considering whether the conditions as per Ind AS 109 are met based on facts and circumstances existing at the date of transition.

Financial assets can be measured using effective interest method by assessing its contractual cash flow characteristics only on the basis of facts and circumstances existing at the date of transition and if it is impracticable to assess elements of modified time value of money i.e. the use of effective interest method, fair value of financial asset at the date of transition shall be the new carrying amount of that asset. The measurement exemption applies for financial liabilities as well.

Applying a requirement is impracticable when the entity cannot apply it after making every reasonable effort to do so. It is impracticable to apply the changes retrospectively if:

- The effects of the retrospective application or retrospective restatement are not determinable;
- The retrospective application or restatement requires assumptions about what management's intent would have been in that
- The retrospective application or retrospective restatement requires significant estimates of amounts and it is impossible to distinguish objectively information about those estimates that existed at that time.

3 De-recognition of financial assets and liabilities

Ind AS 101 requires a first-time adopter to apply the de-recognition provisions of Ind AS 109 prospectively for transactions occurring on or after the date of transition to Ind AS. However, Ind AS 101 allows a first-time adopter to apply the de-recognition requirements in Ind AS 109 retrospectively from a date of the entity's choosing, provided that the information needed to apply Ind AS 109 to financial assets and financial liabilities derecognised as a result of past transactions was obtained at the time of initially accounting for those transactions.

The Group has elected to apply the de-recognition provisions of Ind AS 109 prospectively from the date of transition to Ind AS.

C(i) Reconciliations between Previous GAAP and Ind AS

Ind AS101 requires an entity to reconcile equity, total comprehensive income and cashflows for prior periods. The following table represents the reconciliations between Previous GAAP and Ind AS.

1 Reconciliation of total equity as at 31 March 2017 and 31 March 2016

	Notes	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS
Total equity (shareholder's funds) as per previous GAAP		611.92	772.69
Adjustments:			
Measurement of financial assets or liabilities classified at amortised cost	1	9.59	3.97
Accounting for leases	2	(49.18)	(28.29)
Net Revenue for transportation recognised using percentage of completion method	3	0.99	1.20
Measurement of financial assets at fair value through profit or loss	4	7.47	1.10
Impairment for expected credit loss	5	9.51	(29.02)
Compulsorily convertible preference shares (CCPS) classified as financial liability and carried at fair value	6	(410.02)	(389.69)
Others	7	(1.65)	(0.30)
Deferred tax impact on above adjustments	8	(2.10)	8.55
Total adjustments		(435.39)	(432.48)
Total equity as per Ind AS		176.53	340.21

2 Reconciliation of Total comprehensive income

	Notes	For the year ended 31 March 2017	For the year ended 31 March 2016 Proforma Ind AS
Profit after tax as per previous GAAP		(159.07)	(61.59)
Adjustments:			
Measurement of financial assets or liabilities at amortised cost	1	(0.82)	(0.59)
Accounting for leases	2	(20.89)	(24.57)
Rent expense adjustment - escalations	2	-	-
Revenue for transportation recognised using percentage of completion method	3	(0.21)	(0.05)
Measurement of financial assets at fair value through profit or loss	4	6.37	1.10
Impairment for expected credit loss	5	38.52	(11.32)
Leasehold land recognised as finance lease and amortised over period of lease	6	-	-
Compulsorily convertible preference shares (CCPS) classified as financial liability and carried	6	(22.02)	-
Stock options recognized at fair value	9	2.19	7.47
Remeasurement of post-employment benefit obligations	10	(0.87)	(2.19)
Others	7	(1.34)	(0.30)
Deferred tax impact on above adjustments	8	(3.99)	(0.04)
Total adjustments		(3.06)	(30.49)
Loss after tax under Ind AS		(162.12)	(92.08)
Changes in other comprehensive income		0.64	1.51
Total comprehensive loss for the year ended		(161.48)	(90.57)

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C(ii)- Reconciliation between previous GAAP and Ind AS for impact on balance sheet

		As at 31 March 2017			As at 31 March 2016		
Particulars	Notes to first time adoption	Previous GAAP*	Adjustments	Ind AS	Previous GAAP*	Adjustments	Proforma IND AS
ASSETS							
Non-current assets							
Property, plant and equipment	1,2,11	673.18	69.33	742.51	727.45	88.67	816.12
Capital work-in-progress		7.73	-	7.73	21.35	(1.04)	20.31
Intangible assets		2.24	-	2.24	1.66	-	1.66
Intangible assets under development		1.36	-	1.36	-	1.04	1.04
Financial assets					-	-	-
Investments		30.00	2.87	32.87	30.00	0.13	30.13
Loans	1	185.51	(161.98)	23.53	95.69	(77.74)	17.95
Other financial assets		50.12	-	50.12	50.10	-	50.10
Deferred tax assets (net)	8	16.83	9.85	26.68	(3.94)	14.06	10.12
Income tax assets (net)		39.67	-	39.67	31.29	-	31.29
Other non-current assets		15.28	23.95	39.23	5.24	12.14	17.38
Total non-current assets		1,021.92	(55.98)	965.94	958.84	37.26	996.10
Current assets							
Inventories		150.93	-	150.93	123.94	-	123.94
Financial assets							
Investments	4	44.53	4.60	49.13	247.59	0.96	248.55
Trade receivables	5	371.03	9.50	380.53	444.35	(29.02)	415.33
Cash and cash equivalents		77.00	-	77.00	31.60	-	31.60
Other bank balances		4.88	-	4.88	2.25	-	2.25
Loans	9	1.29	1.18	2.47	1.28	0.88	2.16
Other financial assets		41.19	3.91	45.10	20.13	5.41	25.54
Other current assets	9	91.84	1.02	92.86	65.76	(2.34)	63.42
Total current assets		782.69	20.21	802.90	936.90	(24.11)	912.79
Assets classified as held for sale		-	34.59	34.59	-	22.97	22.97
TOTAL ASSETS		1,804.61	(1.18)	1,803.43	1,895.74	36.12	1,931.86
EQUITY AND LIABILITIES							
EQUITY							
Equity share capital	6	25.83	(12.47)	13.36	25.84	(12.48)	13.36
Other equity	1,2,3,4,5,8	586.09	(422.92)	163.17	746.85	(420.00)	326.85
		611.92	(435.39)	176.53	772.69	(432.48)	340.21
LIABILITIES							
Non-current liabilities							
Financial liabilities							
Borrowings	1,2,6	234.81	418.97	653.78	223.34	453.03	676.37
Other financial liabilities	2	-	8.44	8.44	-	5.05	5.05
Provisions		7.78	-	7.78	5.72	-	5.72
Deferred tax liabilities (net)							-
Total non current liabilities		242.59	427.41	670.00	229.06	458.08	687.14
Current liabilities							
Financial liabilities							
Borrowings	1	420.51	-	420.51	421.11	-	421.11
Trade payables							
-Total outstanding dues of micro enterprises and small enterprises		-	-	-	-	-	-
-Total outstanding dues of creditors other than micro enterprises and small enterprises		389.63	1.31	390.94	284.62	0.45	285.07
Other financial liabilities	7	109.02	5.49	114.51	148.64	10.07	158.71
Other current liabilities		30.58	-	30.58	39.27	-	39.27
Provisions		0.36	-	0.36	0.35	-	0.35
Total current liabilities		950.10	6.80	956.90	893.99	10.52	904.51
TOTAL EQUITY AND LIABILITIES		1,804.61	(1.18)	1,803.43	1,895.74	36.12	1,931.86

* The Previous GAAP figures have been re-classified to confirm with Ind AS presentation requirements for the purpose of this note.

C(iii)- Reconciliation between previous GAAP and Ind AS for impact on Statement of profit and loss:

Particulars	Notes to first time adoption	For the year ended 31 March 2017			For the year ended 31 March 2016		
		Previous GAAP*	Adjustments	Ind AS	Previous GAAP*	Adjustments	Proforma IND AS
Revenue from operations	3	2,258.14	(1.50)	2,256.64	1,576.44	(0.88)	1,575.56
Other income	1,2,4	25.80	14.78	40.58	15.88	1.93	17.81
		2,283.94	13.28	2,297.22	1,592.32	1.05	1,593.37
Expenses							
Purchase of goods for trading/distribution		741.70	-	741.70	-		-
Changes in inventories of goods for trading/distribution		(5.31)	-	(5.31)	-		-
Employee benefits expense	10	93.61	(1.37)	92.24	97.63	(5.28)	92.35
Other expenses	1,2,5,7	1,423.66	(27.65)	1,396.01	1,328.23	(1.98)	1,326.25
		2,253.66	(29.02)	2,224.64	1,425.86	(7.26)	1,418.60
Earnings before interest, tax, depreciation and amortisation (EBITDA)		30.28	42.30	72.58	166.46	8.31	174.77
Finance costs	1,2	71.47	33.66	105.13	85.71	31.02	116.73
Depreciation and amortisation expense	1,2	138.64	7.73	146.36	134.94	7.73	142.67
Loss before tax		(179.83)	0.91	(178.91)	(54.19)	(30.44)	(84.63)
Tax expense							
Current tax		-	-	-	1.83		1.83
Deferred tax	8	(20.76)	3.98	(16.78)	5.57	0.05	5.62
Total tax expense		(20.76)	3.98	(16.78)	7.40	0.05	7.45
Loss for the year		(159.07)	(3.06)	(162.13)	(61.59)	(30.49)	(92.08)
Other comprehensive income							
Items that will not be reclassified to profit and loss							
Remeasurements of defined benefit plans	10	-	0.87	0.86	-	2.19	2.19
Income tax relating to items that will not be reclassified to profit or loss		-	(0.22)	(0.22)	-	(0.68)	(0.68)
Other comprehensive income		-	0.64	0.64	-	1.51	1.51
Total comprehensive loss for the year		(159.07)	(2.42)	(161.49)	(61.59)	(28.98)	(90.57)

* The Previous GAAP figures have been re-classified to conforms with Ind AS presentation requirements for the purpose of this note.

C(iv)- Reconciliation between previous GAAP and Ind AS for impact on Statement of Cash Flows:

Particulars	For the year ended 31 March 2017			For the year ended 31 March 2016		
	Previous GAAP	Adjustments	Ind AS	Previous GAAP	Adjustments	Proforma IND AS
Net cash flow from operating activities	52.25	23.91	76.16	179.21	(41.63)	137.58
Net cash flow from investing activities	149.28	(12.87)	136.41	(452.82)	67.92	(384.90)
Net cash flow from financing activities	(156.13)	(11.04)	(167.17)	291.26	(26.28)	264.98
Net increase/(decrease) in cash and cash equivalents	45.40	-	45.40	17.65	0.01	17.66
Cash and cash equivalents at the beginning of the year	31.60	-	31.60	13.95	(0.01)	13.94
Cash and cash equivalents at the end of the year	77.00	-	77.00	31.60	-	31.60

Note – 1: Financial assets and liabilities at amortised cost

Under previous GAAP, all financial assets and financial liabilities were carried at cost.

Under Ind AS, certain financial assets and financial liabilities are initially recognised at fair value and subsequently measured at amortised cost which involves the application of effective interest/amortisation cost method. The effective interest rate is the rate that exactly discounts estimated future cash payments or receipts through the expected life of the financial asset or financial liability to the fair value amount on the date of recognition of financial asset or financial liability.

Note 2: Leases

Adjustment for leases includes the following-

(i) Accounting for composite lease arrangements

The Company has certain composite lease arrangements. Under IND AS, such composite lease arrangements need to be analysed for financial lease and / or operating lease separately for respective components. Further IND AS 101 provides one time exemption to make such assessment based on facts and circumstances on the transaction date. Accordingly, the Company has accounted for its Composite leases as follows.

(a) Lease and lease payments under operating lease has been recognized as an expense on a straight line basis over the lease term unless the payments to the lessor are structured to increase in line with expected general inflation to compensate for the lessor's expected inflationary cost increases.

(b) Under Finance lease, the leasehold interest has been recognized as an asset with corresponding finance lease obligation based on present value of minimum lease payments at inception. The assets so recognized in depreciated over lower of its estimated useful life and lease period. Lease payments are apportioned between finance charges and deduction of the finance lease obligation so as to achieve a constant rate of interest on the remaining balance of the liability. Finance charges are recognized in the statement of profit and loss over the period of the lease. Difference between the carrying value of the asset and finance lease obligation at transaction date has been adjusted in retained earnings.

(ii) Accounting for leasehold land recognized as finance lease

IND AS 17 "Leases" also covers leasehold Land. Such leases have been recognized as finance lease and amortised over period of lease. Accordingly, the difference between the carrying value of such leasehold land under previous GAAP and IND AS has been recognized in retained earnings.

Note – 3: Revenue on POCM Basis

Under previous GAAP, revenue is recognised on completed service contract method.

Under Ind AS, Revenue is recognised on the basis of stage of completion of a transaction i.e. percentage of completion method. Under this method, revenue is recognised in the accounting periods in which the services are rendered. The recognition of revenue on this basis provides useful information on the extent of service activity and performance during a period. Therefore proportionate revenue is recognised for service provided in relevant year.

Note – 4: Fair valuation of investments

Under previous GAAP, Entity accounted for investments in quoted equity shares as financial instruments measured at cost. Under Ind AS, the Group has designated such investments as fair value through profit and loss. IFRS requires AFS financial assets to be measured at fair value. The difference between the instruments' fair value and local GAAP carrying amount has been recognised in profit and loss.

Note – 5: Allowance for expected credit loss

Under the previous GAAP, provision for trade receivables is recognised on specific identification method based on management assessment of recoverability of trade receivables. As per Ind AS 109, the Group is required to apply expected credit loss model (provision matrix approach) for recognising the allowance for doubtful receivables.

Note – 6: Compulsory Convertible Preference shares classified as financial liability carried at fair value

Under previous GAAP, 0.001% Compulsory Convertible Preference shares is recognised in equity.

As per Ind AS 32, 0.001% Compulsory Convertible Preference shares is a financial liability measured at fair value through profit and loss account. Therefore same has been reclassified as liability and impact of fair valuation is recognised in financials.

Note – 7: Others

Other adjustments include few adjustments for various matters which have not been disclosed separately considering the materiality of the

Note – 8: Deferred tax impact of Ind AS

Under previous GAAP, deferred tax was computed on timing differences (profit and loss approach). Under Ind AS deferred tax is computed on temporary differences using a balance sheet approach. Temporary differences are differences between the carrying amount of an asset or liability in the balance sheet and its corresponding tax base.

Note – 9: Stock options recognized at fair value

Under previous GAAP, Employee stock option plan expense was recognised at cost. Under Ind AS, fair value of the share options to be determined using an appropriate pricing model recognised over the vesting period. An additional expense has been recognised in profit or loss for the same.

Note – 10: Remeasurements of post-employment benefit obligations

Under Ind AS, remeasurements i.e. actuarial gains and losses on the net defined benefit liability are recognised in other comprehensive income instead of profit or loss. Under the previous GAAP, these remeasurements were forming part of the profit or loss for the year.

Note – 11: Non current assets classified as held for sale

Under Ind AS, non current assets meeting the criteria of non current assets held for sale as per Ind AS 105 have been presented separately under the head "Assets classified as held for sale" (refer note 20). Under previous GAAP, these non current assets held for sale were forming part of Property, plant and were not disclosed separately.

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56 Subsequent Events:

- A.** First round of bonus shares issued: The shareholders of the Group, vide special resolution in extraordinary general meeting dated 2 July 2018 authorized the Board of Directors to allot 5,137,158 bonus shares to the equity shareholders, representing a ratio of 3.846:1 (i.e. 3.846 equity shares to be issued for every 1 share held) through utilisation of securities premium. Impact of such bonus issue has been considered in computation of earnings per share, refer note 42.
- B.** Increase in authorized share capital: Subsequent to period ended 30 June 2018, the Group has increased its authorised share capital from INR 50.00 millions comprising of 3,650,000 equity shares of INR 10/- each and 337,500 0.001% Compulsory Convertible Preference Shares ('CCPS') of INR 40/- each to INR 150.00 millions comprising of 13,650,000 equity shares of INR 10/- each and 337,500 CCPS of INR 40/- each.
- C.** Variation in term of CCPS and conversion thereof: The shareholders of the Group, vide special resolution in extraordinary general meeting dated 2 August 2018 have varied the term of conversion of CCPS from the existing conversion price range of INR 1,242.58/- to INR 1,553.76/- per CCPS to fixed conversion ratio of 4:1 (i.e. 4 equity shares for every 1 CCPS held). Accordingly, such variation has not been considered for adjustment as at the balance sheet date. However, this variation in the terms of issue of such CCPS would lead to derecognition of financial liability as on the date of such and conversion of such liability into equity, further there is no difference between the carrying amount of financial liability and fair value of equity i.e. INR 403.26 millions to be recognized in the statement of profit and loss. Further, the shareholders of the Group, vide special resolution in extraordinary general meeting held on 2 August 2018 have converted the outstanding 311,871 CCPS into 1,247,484 equity shares in ratio of 4:1 i.e. 4 equity shares for each CCPS held.
- D.** Further round of bonus shares issued: The shareholders of the Company, vide special resolution in extraordinary general meeting dated 10 August 2018 authorized the Board of Directors to allot 1,072,879 bonus shares to the equity shareholders existing as at 30 June 2018 and 206,770 bonus shares to CCPS holders to whom equity shares are issued on 2 August 2018, total being 1,279,649 bonus equity shares issued, representing a ratio of 0.166:1 (i.e. 0.166 equity shares to be issued for every 1 share held) through utilisation of securities premium. Impact of such bonus issue has been considered in computation of earnings per share, refer note 42.
- E.** Approval of Employee Stock Option Plan ("ESOP") scheme: The shareholders of the Group, vide special resolution in extraordinary general meeting dated 21 August 2018 authorized the Board of Directors to issue ESOP scheme ("ESOP 2018"), under which 278,000 options will be offered to employees and each option gives the right but not the obligation to the holder to subscribe for cash to one fully paid-up equity share in the Group, of face value of INR 10/- each, directly by the Group and at such price or prices, in one or more tranches and on such terms and conditions, as may be determined by the Board in accordance with the provisions of the ESOP 2018 and in due compliance with the applicable laws and regulations in force.

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Summarized below are the restatement adjustments made to the audited financial statements for the period ended 30 June 2018, 31 March 2018, 31 March 2017 and 31 March 2016 and their impact on the profit / (loss) of the Group:

Particulars	Notes	For the quarter ended 30 June 2018	For the year ended 31 March 2018	For the year ended 31 March 2017	For the year ended 31 March 2016 Proforma Ind AS
Net (loss)/profit after tax as per Previous GAAP / initially applicable GAAP		13.09	31.42	(159.07)	(61.59)
Ind AS and material restatement adjustments					
Aggregate impact of all Ind AS adjustments (refer note 55 for detailed explanation of transition from Previous GAAP/initially applicable GAAP to Ind AS), net of taxes		-	-	(3.07)	(30.49)
Net profit/(loss) after tax as per Ind AS (after material restatement adjustments)		13.09	31.42	(162.13)	(92.08)

*The financial statements of the Group (including its subsidiaries) as at and for the period/year ended 30 June 2018 and 31 March 2018, have been prepared in accordance with Indian Accounting Standards (Ind AS), as per Companies (Indian Accounting Standards) Rules, 2015, as amended time to time, notified under Section 133 of Companies Act, 2013, as amended ("the Act") time to time including other provisions and rules, as applicable thereto. The financial statements of the Group (including its subsidiaries) as at and for the year ended 31 March 2017 and 31 March 2016, were prepared in accordance with the accounting principals generally accepted in India, including the Accounting Standards prescribed under Section 133 of the Act read with the Rule 7 of the Companies (Accounts) Rules, 2014 (as amended).

Notes to above adjustments:-

i. Adjustments to audit qualifications

For the years ended 31 March 2017 and 31 March 2016, ColdEX Logistics Private Limited, the subsidiary company of the Group had recognised lease payments under operating leases as expense in the statement of profit and loss based on contractual arrangement of such lease arrangement instead of straight lining the rentals over lease term as required by the Accounting Standard (AS) 19: 'Leases' as specified under Section 133 of the Act, read with Rule 7 of Companies (Account) Rules, 2014 (as amended), applicable at that period of time. With application of Ind AS, w.e.f 1 April 2016, being transition date, the Company has adjusted the impact of audit qualifications, in the respective time periods as required, with concurrence of Ind AS 101.

Audit qualifications, which have been adjusted*

	Amount (in million)
Year ended 31 March 2017	17.35
Year ended 31 March 2016	19.14

*Such amounts have been adequately adjusted in accordance with Ind AS by treating the lease arrangement in accordance with Ind AS 17, Leases.

ii. Material regroupings

Appropriate adjustments have been made in the Restated Consolidated Financial Information, wherever required, by reclassification of the corresponding items of incomes, expenses, assets and liabilities, in order to bring them in line with the requirements of the Securities Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 (as amended) and as per the audited financial statements of the Group for the year ended 31 March 2018 prepared in accordance with the Schedule II of the Companies Act, 2013.

iii. Reconciliation of total equity as at 1 April 2015 Proforma Ind AS

	As at 1 April 2015
Total equity as per Previous GAAP computed as at 1 April 2015	444.58
Ind AS and material restatement adjustments:	
Accounting for Leases	(3.70)
Revenue for transportation recognised using percentage of completion method	1.25
Measurement of financial assets or liabilities classified at amortised cost	4.55
Impairment for expected credit loss	(18.02)
Deferred tax impact on above adjustments	9.60
Total	(6.32)
Total equity as at 1 April 2015, as restated	438.25

iv. Modifications in the auditor's report and statements/comments included in the Annexure's to the Audit Report on the audited financial statements of the Group for the period ended 30 June 2018, 31 March 2018, 31 March 2017 and 31 March 2016 which do not required any corrective adjustments in the Restated Consolidated Financial Information are as follows:

Audit reservations / qualifications, which do not require any corrective adjustment in the Restated Consolidated Financial Information:

iv (a). Observations in auditors report:

Financial year ended 31 March 2018

The following observations have been made in the auditor's report on financial statements by way of Emphasis of Matter paragraph.

Audit observation:

We draw attention to Note 2(a) to the Consolidated financial statements, which states that the Group has voluntarily adopted Indian accounting standards (Ind AS) notified under the Group (Indian Accounting Standards) Rules, 2015 as prescribed under Section 133 of the Act for preparation of the Consolidated financial statements for the year ended 31 March 2018 including preparation of comparative Consolidated financial information, being the Consolidated financial statements for the year ended 31 March 2017 and opening balance sheet as at 1 April 2016. Our opinion is not modified in respect of this matter.

Management note in reference to above:

The Group has voluntarily adopted Ind AS for the year commencing from 1 April 2016. These financial statements for the year ended 31 March 2018 are the first financial statements which the Group has prepared under Ind AS. For purpose of comparatives, financial statements for year ended 31 March 2017 and opening Balance Sheet as at 1 April 2016 are also prepared under Ind AS. In accordance with Ind AS 101 First-time Adoption of Indian Accounting Standards, refer note 55 for an explanation of how the transition from previous GAAP to Ind AS has affected the Group's financial position, financial performance and cash flows.

Financial year ended 31 March 2017

In respect of classification between specified bank notes and other denomination notes:

Audit observation:

The Group has made requisite disclosures (an extract of which is given below) in notes to the audited financial statements regarding holdings as well as dealings in specified bank notes during the period from 08 November 2016 to 30 December 2016. In respect of Holding Company, in absence of sufficient and appropriate audit evidence, we are unable to comment upon the identification of non-permitted transactions and appropriateness of classification between "Specified Bank Notes" and "Other denomination notes" in the "Permitted Receipts" and "Permitted Payments" as disclosed below through management note.

Management note in reference to above:

Extract of the details of Specified Bank Notes (SBN) held and transacted during the period from 8 November 2016 to 30 December 2016 from the audited financial statements for the year ended 31 March 2017:

	SBNs	Other denomination notes	Total
Closing cash in hand as on 8 November 2016	3.22	-	3.22
(+) Permitted receipts	-	48.43	48.43
(-) Permitted payments	3.22	46.34	49.56
(-) Amount deposited in banks	-	-	-
Closing cash in hand as on 30 December 2016	-	2.09	2.09

*For the purpose of this note, the term Specified Bank Notes (SBN), shall have the same meaning provided in the notification of the Government of India, in the Ministry of Finance, Department of Economic Affairs number S.O. 3407(E), dated 8 November 2016.

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iv (b) Auditor's comments on Internal Financial Controls over Financial Reporting ('IFCoFR') under Clause (i) of sub section 3 of Section 143 of the Companies Act, 2013 (the 'Act'):

i. Financial Year ended 31 March 2017

Auditor's comments on Internal Financial Controls under Clause (i) of sub section 3 of Section 143 of the Companies Act, 2013 (the 'Act'):

(i) According to the information and explanation given to us and based on our audit, the following material weakness has been identified as at 31 March 2017:

- a) The Group did not have an appropriate internal control system for carrying out proper reconciliation of transactions and balances with customers, which, in our opinion, could result in a potential material misstatement in recognition of revenue, provision for doubtful trade receivables and carrying value of trade receivables; and
- b) The Subsidiary Company did not have an appropriate internal control system for recognition of lease expense under operating lease in terms with the accounting principles laid down in Accounting Standard (AS) 19: 'Leases' as specified under Section 133 of the Act, read with Rule 7 of the Companies (Accounts) Rules, 2014 (as amended), which has resulted in a material misstatement of rent expense, net loss after tax for the year ended 31 March 2017, and the non-current liabilities and reserves and surplus as at 31 March 2017.

(ii) According to the information and explanation given to us and based on our audit, the following material weakness has been identified in the operating effectiveness of the Company's IFCoFR as at 31 March 2017:

- a) The Holding Company's internal financial controls over recognition of provision for doubtful trade receivables and bad debts were not operating effectively which could potentially result in material misstatement of provision for doubtful trade receivables, bad debts and carrying value of trade receivables;
- b) The Holding Company's internal financial controls for settlement of advances given to drivers on conclusion of trips were not operating effectively which could potentially result in material misstatement to the carrying value of advances given to drivers and recognition of related expenses on settlement of such advances; and
- c) The Holding Company's internal financial controls over evaluation and review of accounting for depreciation and amortisation over property, plant and equipment (PPE) and intangible assets were not operating effectively which could potentially result in a material misstatement in the carrying value of the Group's PPE, intangible assets, depreciation and amortisation charge and resultant impact on loss before tax and reserves and surplus as at and for the year ended 31 March 2017.

ii. Financial Year ended 31 March 2016

Auditor's comments on Internal Financial Controls under Clause (i) of sub section 3 of Section 143 of the Companies Act, 2013 (the 'Act'):

(i) According to the information and explanation given to us and based on our audit, the following material weakness has been identified as at 31 March 2016:

- a) The Group did not have an appropriate internal control system for carrying out proper reconciliation of transactions and balances with customers, which, in our opinion, could result in a potential material misstatement in recognition of revenue, provision for doubtful trade receivables and carrying value of trade receivables; and
- b) The subsidiary company did not have an appropriate internal control system for recognition of lease expense under operating lease in terms with the accounting principles laid down in Accounting Standard (AS) 19: 'Leases' as specified under Section 133 of the Act, read with Rule 7 of the Companies (Accounts) Rules, 2014 (as amended), which has resulted in a material misstatement of rent expense, net loss after tax for the year ended 31 March 2016, and the non-current liabilities and reserves and surplus as at 31 March 2016.

(ii) According to the information and explanation given to us and based on our audit, the following material weakness has been identified in the operating effectiveness of the Company's IFCoFR as at 31 March 2016:

- a) The subsidiary company's internal controls over proper maintenance of inventory records with respect to receipts, issues/dispatches, returns from customers and returns to vendors were not operating effectively, which could potentially result in material misstatement in the inventory balances, trade payables and consumption of traded goods;
- b) The Holding Company's internal financial controls over recognition of provision for doubtful trade receivables and bad debts were not operating effectively which could potentially result in material misstatement of provision for doubtful trade receivables, bad debts and carrying value of trade receivables; and
- c) The Holding Company's internal financial controls for settlement of advances given to drivers on conclusion of trips were not operating effectively which could potentially result in material misstatement to the carrying value of advances given to drivers and recognition of related expenses on settlement of such advances.

iv (c). Auditor's comments on matters to be reported under Companies (Auditor's Report) Order, as amended time to time:-

Companies (Auditor's Report) Order, 2015 was applicable for the reporting periods up-to year ended 31 March 2015, which required auditor's report to contain the matters specified under paragraphs 3 and 4 of the said order for the companies preparing consolidated financial statements. However, Companies (Auditor's Report) Order, 2016 (the "Order") provided that the provisions of the Order shall not apply to auditor's report on the consolidated financial statements. Accordingly, for the period/years presented in the Restated Consolidated Financial Information, auditor's comments/qualifications under the said Order are not presented, as no such report was issued on consolidated financial statements for the respective period/years covered under Restated Consolidated Financial Information.

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ColdEX Limited (formerly known as Swastik Roadlines Private Limited)
Annexure VIII : Restated Consolidated Statement of Other Financial Information
(All amounts in millions of INR, unless stated otherwise)

Particulars	As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS
A Net worth	223.64	210.38	176.53	340.21
B Profit/(Loss) attributable to the owners of the Company	13.21	31.68	(162.13)	(92.08)
Weighted average number of equity shares outstanding during the period/year (refer note 6 below)				
C For Basic earnings per share	75,45,751	75,45,751	75,45,751	75,45,751
D For Diluted earnings per share	75,45,751	75,45,751	75,45,751	75,45,751
E Number of shares outstanding at the end of the period/year	13,35,714	13,35,714	13,35,714	13,35,714
F Restated Basic earnings per share (INR) (B/C)	1.75	4.20	(21.49)	(12.20)
G Restated Diluted earnings per share (INR) (B/D)	1.75	4.20	(21.49)	(12.20)
H Return on net worth (%) (B/A)	5.91%	15.06%	-91.84%	-27.07%
I Net assets value per share of INR 10/- each (A/E)	167.43	157.50	132.16	254.70
J Face value (INR)	10.00	10.00	10.00	10.00
K Earnings before interest, tax, depreciation and amortisation (EBITDA)	75.98	191.85	72.58	174.77

Notes:

1. The ratios have been computed as below:

Basic earnings per share (INR) =	$\frac{\text{Net profit/(loss) after tax attributable to owners of the Group, as restated}}{\text{Weighted average number of equity shares outstanding during the year}}$
Diluted earnings per share (INR) =	$\frac{\text{Net profit/(loss) after tax attributable to owners of the Group, as restated}}{\text{Weighted average number of potential equity shares outstanding during the year}}$
Return on net worth (%) =	$\frac{\text{Net profit/(loss) after tax attributable to owners of the Group, as restated}}{\text{Net worth as restated as at year end}}$
Net asset value per share (INR) =	$\frac{\text{Net worth, as restated}}{\text{Number of equity shares outstanding as at year end}}$

2. Earning per shares (EPS) calculation is in accordance with the notified Indian Accounting Standard (Ind AS) 33 'Earnings per share' prescribed by the Companies (Indian Accounting Standards) Rules, 2015, as ammended.

3. The amounts disclosed above are based on the Restated Consolidated Financial Information of the Company.

4. Net worth means the aggregate value of the paid up share capital of the Company and all reserves created out of profits and securities premium as per Restated Consolidated Statement of Assets and Liabilities of the Company.

5. Earnings before interest, tax, depreciation, and amortisation (EBITDA) is as per Restated Consolidated Statement of Profit and Loss of the Company for respective reported period/years.

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ColdEX Limited (formerly known as Swastik Roadlines Private Limited)
Annexure VIII : Restated Consolidated Statement of Other Financial Information
(All amounts in millions of INR, unless stated otherwise)

6. Weighted average number of equity shares outstanding during the period/year:

Particulars	As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS
Number of shares outstanding at the end of the period/year	13,35,714	13,35,714	13,35,714	13,35,714
Add: Bonus shares issued*				
First round	51,37,158	51,37,158	51,37,158	51,37,158
Second round	10,72,879	10,72,879	10,72,879	10,72,879
Weighted average number of shares used in basic and diluted earnings per share	75,45,751	75,45,751	75,45,751	75,45,751

***Bonus shares issued:**

First round of bonus shares issued: The shareholders of the Company, vide special resolution in extraordinary general meeting dated 2 July 2018 authorized the Board of Directors to allot 5,137,158 bonus shares to the equity shareholders.

Second round of bonus shares issued: The shareholders of the Company, vide special resolution in extraordinary general meeting dated 10 August 2018 authorized the Board of Directors to allot 1,072,879 bonus shares to the equity shareholders existing as at 30 June 2018 and 206,770 bonus shares to CCPS holders to whom equity shares are issued on 2 August 2018.

Note: The Company has issued Compulsorily Convertible Preference Shares ('CCPS') that are convertible into variable number of equity shares based on terms defined in shareholders subscription agreement, as further explained in note 23 to Restated Consolidated Financial Information. Such CCPS do not have dilutive impact on the earnings per share and therefore, they have not been considered for determining earnings per share attributable to shareholders.

7. Subsequent conversion of Compulsorily Convertible Preference Shares ('CCPS'): The shareholders of the Company, vide special resolution in extraordinary general meeting held on 2 August 2018 have converted the outstanding 311,871 CCPS into 1,247,484 equity shares in ratio of 4:1 i.e. 4 equity shares for each CCPS held.

Computation of proforma equity shares (weighted average):

Particulars	As at 30 June 2018	As at 31 March 2018	As at 31 March 2017	As at 31 March 2016 Proforma Ind AS
L Weighted average number of shares used in basic earnings per share (per note 6 above)	75,45,751	75,45,751	75,45,751	75,45,751
Add:				
Conversion of CCPS (weighted average number of equity shares)	12,47,484	12,47,484	12,47,484	1,56,788
Bonus shares issue related thereto#	2,06,770	2,06,770	2,06,770	25,988
M Conversion of CCPS (for proforma restated basic and diluted earnings per share) (after considering bonus shares issue related thereto)	14,54,254	14,54,254	14,54,254	1,82,775
N Proforma number of equity shares after adjusting subsequent events (for proforma restated basic and diluted earnings per share) (L+M)	90,00,005	90,00,005	90,00,005	77,28,526
Add:				
Conversion of CCPS (for proforma net asset value per share)	12,47,484	12,47,484	12,47,484	12,47,484
Bonus shares issue related thereto	2,06,770	2,06,770	2,06,770	2,06,770
O Conversion of CCPS (for proforma net asset value per share) (after considering bonus shares issue related thereto)	14,54,254	14,54,254	14,54,254	14,54,254
P Performa number of equity shares after adjusting subsequent events (for proforma net asset value per share) (L+O)	90,00,005	90,00,005	90,00,005	90,00,005
Q Financial liability part of CCPS that needs to be transferred to "Equity" upon conversion	405.02	405.79	411.72	389.70
R Proforma net worth (A+Q)	628.66	616.17	588.25	729.91
Proforma restated basic and diluted earnings per share (INR) (B/N)	1.47	3.52	(18.01)	(11.91)
Proforma net assets value per share (INR) (R/P) (after bonus share issues and conversion of CCPS)	69.85	68.46	65.36	81.10
Proforma return on net worth (%) (B/R)	2.10%	5.14%	-27.56%	-12.62%

As at 31 March 2016, the bonus shares issued against equity shares issued on conversion of CCPS are calculated on weighted average basis.

Annexure IX : Restated Consolidated Statement of Capitalisation

(All amounts in millions of INR, unless stated otherwise)

Particulars	Pre - Issue (As at 30 June 2018)	Post - Issue*
Total Borrowings:		
Current borrowings (refer note 1)	420.56	-
Non-current borrowings (including current maturities) (A) (refer note 2)	606.47	-
Total Borrowings (B)	1,027.03	-
Total equity		
Equity share capital (refer note 3)	13.36	-
Other equity (refer note 4)	209.95	-
Total Equity (C)	223.31	-
Non-current borrowings (including current maturities)/Total equity ratio (A/C)	2.72	-
Total borrowings/Total equity ratio (B/C)	4.60	-

Notes:

1. Current borrowings represents current borrowings of the Group as per Restated Consolidated Financial Information of the Group as at 30 June 2018.
2. Non-current borrowings (including current maturities) represents non-current borrowings and current maturities thereof, of the Group as per Restated Consolidated Financial Information of the Group as at 30 June 2018.
3. Equity Share capital represents equity share capital of the Group per Restated Consolidated Financial Information of the Group as at 30 June 2018.
4. Other equity above represents other equity of the Group per Restated Financial Information of the Group as at 30 June 2018.

* These amounts (as adjusted for issue) are not determinable at this stage pending the completion of the book building process and hence have not been furnished.

5. Subsequent changes in equity share capital structure:

First round of bonus shares issued: The shareholders of the Company, vide special resolution in extraordinary general meeting dated 2 July 2018 authorized the Board of Directors to allot 5,137,158 bonus shares to the equity shareholders.

Further bonus shares issued: The shareholders of the Company, vide special resolution in extraordinary general meeting dated 10 August 2018 authorized the Board of Directors to allot 1,279,649 bonus shares to the equity shareholders.

Conversion of Compulsorily Convertible Preference Shares ('CCPS'): The shareholders of the Company, vide special resolution in extraordinary general meeting held on 2 August 2018 have converted the outstanding 311,871 CCPS into 1,247,484 equity shares in ratio of 4:1 i.e. 4 equity shares for each CCPS held.

The impact of the above changes have not been considered above.

ColdEX Limited (formerly known as Swastik Roadlines Private Limited)
Annexure X: Restated Consolidated Statement of Dividend
(All amounts in millions of INR, unless stated otherwise)

Particulars	For the quarter ended 30 June 2018	For the year ended 31 March 2018	For the year ended 31 March 2017	For the year ended 31 March 2016 Proforma Ind AS
Equity shares				
Number of shares				
Face value (INR)	10.00	10.00	10.00	10.00
Amount	-	-	-	-
Final dividend				
Rate of dividend (%)	-	-	-	-
Dividend per share (INR)	-	-	-	-
Amount of dividend (INR)	-	-	-	-
Corporate dividend tax (INR)	-	-	-	-
Interim dividend				
Rate of dividend (%)	-	-	-	-
Dividend per share (INR)	-	-	-	-
Amount of dividend (INR)	-	-	-	-
Corporate dividend tax (INR)	-	-	-	-

OTHER FINANCIAL INFORMATON

For details on other financial information please refer to “Annexure VII- Restated Consolidated Statement of Other Financial Information” on page F-72, under the chapter titled “Restated Financial Information” beginning on page 167 of this Draft Red Herring Prospectus.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion is intended to convey management's perspective on our financial condition and results of operations for the period ended June 2018 and for the Fiscals ended March 31, 2018, 2017 and 2016. You should read the following discussion and analysis of our financial condition and results of operations in conjunction with our Restated Financial Information and the sections entitled "Summary of Financial Information" and "Restated Financial Information" on pages 49 and 167, respectively. This discussion contains forward-looking statements and reflects our current views with respect to future events and our financial performance and involves numerous risks and uncertainties, including, but not limited to, those described in the section entitled "Risk Factors" on page 24 of this DRHP. Actual results could differ materially from those contained in any forward-looking statements and for further details regarding forward-looking statements, kindly refer to the section entitled "Forward-Looking Statements" on page 17. Unless otherwise stated, the financial information of our Company used in this section has been derived from the Restated Financial Information.

Our fiscal year ends on March 31 of each year. Accordingly, unless otherwise stated, all references to a particular fiscal year are to the 12-month period ended March 31 of that year.

• Significant Factors Affecting Our Results of Operations

Our financial condition and results of operations are affected by numerous factors and uncertainties, including those discussed in the chapter titled "Risk Factors" beginning on page 24 of this DRHP. The following is a discussion of certain factors that have had, and we expect will continue to have, a significant effect on our financial condition and results of operations:

Ability to optimize utilization of our infrastructure

Our future performance largely depends on the optimal utilization of the infrastructure (Fleets and warehouse) owned and taken on lease by the company currently or in future. Most of the infrastructure owned and leased by the company have a fixed operating cost in the form of fixed lease rental, repair and maintenance, insurance, operator salaries, annual compliance & regulatory cost. While the endeavor of the Company is to improve the overall utilization of the available infrastructure, lower or sub optimal utilization of these resources will reduce the operating margins and will impact the operating results of the Company.

Our diverse and complex multi-location operation are subject us to various statutory, legal and regulatory risks

The revenue growth of our Company depends upon the successful operation of our offices and warehouses, the efficiency of our delivery systems and the successful management of our sales, marketing, and support and service teams through direct and indirect channels in various states across India where our existing or potential clients are located. Expansion of our business or performing of our services may require us to establish new offices and warehouses and manage businesses in widely disparate states having different statutory, legal and regulatory framework to be complied. In addition, we may be affected by various factors inherent in carrying our business in several states in India, such as coordinating and managing operations in several locations, including different political, economic and business conditions and labor laws and associated uncertainties, exposure to different legal standards and enforcement mechanisms and compliance with regulations; and difficulties in staffing and managing operations, including coordinating and interacting with our local representatives and business partners to fully understand local business and regulatory requirements. Any of these factors, alone or in combination, could materially and adversely affect our business, results of operations and financial condition and prospects.

Ability to control and reduce the operating expense

We have witnessed significant growth in our business and operations over the past few years. As we continue to expand the size and scope of our businesses, optimizing our operating costs and maintaining operating efficiencies will be critical to maintaining our competitiveness and profitability, particularly in view of the pricing pressures we face and the highly fragmented and competitive environment that we operate in. Our operating expenses primarily comprise of fuel expenses, hire charges, energy charge, vehicle running, bridge and road toll expenses, loading and unloading charges, warehouse rental expenses, etc. Increases in these costs may lead to an increase in our operating expenses. We have adopted, and expect to continue to adopt, strategies to optimize our operating

costs and enhance our operating efficiencies, including through initiatives such as preventive maintenance and better fuel-consumption monitoring.

Any significant increases in our operating expenses that we are unable to pass on to our clients through periodic revisions in our prices or otherwise absorb through changes in our operations may adversely affect our business and results of operations.

Dependence on third party vendors

Our integrated supply chain management operations are heavily dependent on trucks, machinery and equipment including air conditioners, refrigeration, data loggers, reefer vehicles, and material handling equipment, including reach trucks, forklifts and ante trucks. In particular, our reefer trucks and refrigeration equipment are critical to our temperature-controlled logistics operations, and any failure or breakdown of such trucks or equipment could significantly affect our operations in that business. Any significant malfunction or breakdown of our machinery may entail significant repair and maintenance costs and cause delays in our operations. Any malfunction or breakdown of our machinery may also affect the quality of products stored with, including perishable products. Consequently, we may be liable for breach of our contractual obligations with our customers for noncompliance with temperature adherence. Any breach of our obligations may result in termination of our contracts with our customers which could have an adverse impact on business, reputation and our financial results. Further, we may also be open to public liability from the end consumer for defects in the quality of the perishable products we store and transport. Accordingly, any breakdown of our machinery or equipment may have a significant effect on our business, reputation, financial results and growth.

Competition and Price cutting from existing and new entrants

There are several hundred players in the Indian logistics industry, small and large, organized and unorganized players. However, the share of organized large-scale players is growing rapidly due to structural changes in the industry coinciding with mega urbanization trends underway in India. Amongst the organized players, there are a few large players focused on traditional logistics services and temperature-controlled services. Therefore, we compete against various operators in different business segments in different geographic locations in addition to the regional and / or unorganised service providers. Further, the entry of large domestic or multinational companies may have a detrimental effect on our margins and business operations. Our competitors may successfully attract our clients by matching or exceeding what we offer. Among other things, our competitors may:

- reduce, or offer discounts on, their prices to gain business; matching their prices may increase our costs and limit our ability to maintain our operating margins or growth rate; or
- benefit from greater economies of scale if they are larger than us and operating efficiencies such as a broader logistics network, a wider range of services, larger brand recognition or greater financial resources than we do and may be able to devote greater resources to pricing and promotional programs.

Investment and advances in technology

We believe that our technological capabilities play a key role in helping us effectively manage our pan-India operations, maintain operational and fiscal controls, and support our efforts to enhance client service levels. Our business is significantly dependent on the efficient and uninterrupted operation of our technology infrastructure and systems. The technology implemented by us is developed by third-party vendors, on whom we rely for the maintenance of our technology, which may result in us incurring additional costs in carrying out such maintenance from time to time. While our maintenance costs typically account for a small portion of our expenses, we may experience significant costs in the event that large-scale maintenance of our technology is required.

Our day-to-day operations are heavily dependent on our technology systems; however, we have not implemented disaster recovery systems, which could lead to adverse consequences in the event of disasters affecting our business. As a result, failure to meet our customers' technological demands or to protect against technological disruptions of our operations or operations of our customers could materially and adversely affect our business, financial condition and results of operations. Our business could be affected if we fail to implement and maintain our technology systems or fail to upgrade or replace our technology systems to meet the demands of our clients and protect against system failures. Some of our existing technologies and processes in the business may become obsolete or perform less efficiently compared to newer and better technologies and processes in the future. Further, our operations are vulnerable to interruption by events beyond our control such as fire, earthquake, power loss, telecommunications or internet failures, terrorist attacks and computer viruses. A significant system failure could

adversely affect our ability to manage overall operations, thereby affecting our ability to deliver our services to our clients, affecting our reputation and revenues.

Others factors affecting are ability to borrow at favourable rates, ability to successfully implement our growth strategies, changes in economic conditions, etc.

- **Significant Accounting Policies**

A summary of the significant accounting policies applied in the preparation of our financial statements is set out in the notes to the Restated Consolidated Financial Information included elsewhere in this Draft Red Herring Prospectus.

1. Corporate information

ColdEX Limited (*formerly known as Swastik Roadlines Private Limited*) (the “Company”) was incorporated on March 30, 1999. The Company provides transportation services. The Company is a multi-temperature cold chain logistics Company with single window integrated logistics services for all the elements of the supply chain management. The Company owns a dedicated fleet of vehicles for local and national distribution by road. The Company is domiciled in India with registered office situated at 404, 4th Floor, Vishal Tower, District Centre, Janakpuri New Delhi, Pin code-110058 and corporate office situated at 705, ILD Trade Centre, Sohna Road, Sector-47, Gurugram, Haryana, Pin code -122018. The Restated Consolidated Financial Information of the Company is authorised for issue on November 23, 2018 in accordance with a resolution of the Board of Directors.

2. Basis of preparation

The Restated Consolidated Statement of Assets and Liabilities of the Company as at 30 June 2018, 31 March 2018, 31 March 2017 and 31 March 2016 the Restated Consolidated Statement of Profit and Loss, the Restated Consolidated Statement of Cash flows and the Restated Consolidated Statement of Changes in Equity for the period/years then ended and Notes to Restated Consolidated Financial Information (together referred as ‘Restated Consolidated Financial Information’) has been prepared under Indian Accounting Standards (‘Ind AS’) notified under the Companies (Indian Accounting Standards) Rules, 2015 read with Section 133 of the Companies Act, 2013 (the ‘Act’) to the extent applicable. The Restated Consolidated Financial Information has been compiled by the management of the Company from:

- i. the audited Consolidated financial statements of the Company as at and for the period/year ended 30 June 2018 and 31 March 2018 prepared in accordance with Indian Accounting Standards (Ind AS) prescribed under section 133 of the Companies Act, 2013 read with Companies (Indian Accounting Standards) Rules, 2015 and Companies (Indian Accounting Standards) (Amendment) Rules, 2016 and other relevant provisions of the Act, which have been approved by the Board of Directors at their Board meeting held on 14 November 2018 and 24 August 2018;
- ii. the audited Consolidated financial statements of the Company as at and for the year ended 31 March 2017 prepared in accordance with Accounting Standards prescribed under Section 133 of the Companies Act, 2013 read with Rule 7 of the Companies (Accounts) Rules 2014, and the other relevant provisions of the Act which has been approved by the Board of Directors at their Board meeting held on 31 October 2017. These Consolidated audited financial statements as at and for the year ended 31 March 2017 have been adjusted for the differences in the accounting principles adopted by the Company on transition to Ind AS (being first time adoption) as on 1 April 2016 (‘transition date’);
- iii. the audited Consolidated financial statements of the Company as at and for the year ended 31 March 2016 prepared in accordance with Accounting Standards prescribed under Section 133 of the Companies Act, 2013 read with Rule 7 of the Companies (Accounts) Rules 2014, and the other relevant provisions of the Act which has been approved by the Board of Directors at their Board meeting held on 30 September 2016. These audited Consolidated financial statements have been adjusted for the differences in the accounting principles adopted by the Company on transition to Ind AS on transition date; and

The audited Consolidated financial statements of the Company, referred to above, as at and for the year ended 31 March 2016 has been converted into Ind AS to align accounting policies, exemptions and disclosures as adopted for the preparation of the first Ind AS financial statements for the year ended 31

March 2018. This Restated Consolidated Financial Information as at and for the year ended 31 March 2016 is referred to as “the Proforma Ind AS Restated Consolidated Financial Information”.

In accordance with Ind AS 101 First-time Adoption of Indian Accounting Standards (refer note 43 of Annexure VI ‘Notes to Restated Consolidated Financial Information’), the Company has presented an explanation of how the transition to Ind AS has affected the previously reported financial position, financial performance and cash flows.

This Restated Consolidated Financial Information has been prepared for inclusion in the Offer Document to be filed by the Company with the Securities and Exchange Board of India (‘SEBI’) in connection with proposed Initial Public Offering of its equity shares, in accordance with the requirements of:

- (i) Sub-section (1) of Section 26 of Chapter III of the Act; and
- (ii) relevant provisions of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, issued by the Securities and Exchange Board of India (‘SEBI’) on 11 September 2018 in pursuance of the Securities and Exchange Board of India Act, 1992.

2.1 Summary of significant accounting policies

a. Basis of consolidation

The group’s financial statements consolidate the financial statements of all of its subsidiaries as of 30 June 2018.

Subsidiaries are all entities over which the Company has control. The group controls an entity if and only if it has the following:

- power over the entity,
- exposure, or rights, to variable returns from its involvement with the entity; and
- the ability to use its power over the entity to affect the amount of its returns.

Subsidiaries are fully consolidated from the date on which control is transferred to the group. They are deconsolidated from the date that control ceases.

b. Basis of classification of current and non-current

Assets and Liabilities in the balance sheet have been classified as either current or non-current based upon the requirements of Schedule III, as amended notified under the Companies Act, 2013.

An asset has been classified as current if (a) it is expected to be realized in, or is intended for sale or consumption in, the Company’s normal operating cycle; or (b) it is held primarily for the purpose of being traded; or (c) it is expected to be realized within twelve months after the reporting date; or (d) it is cash or cash equivalent unless it is restricted from being exchanged or used to settle a liability for at least twelve months after the reporting date. All other assets have been classified as non-current.

A liability has been classified as current when (a) it is expected to be settled in the Company’s normal operating cycle; or (b) it is held primarily for the purpose of being traded; or (c) it is due to be settled within twelve months after the reporting date; or (d) the Company does not have an unconditional right to defer settlement of the liability for at least twelve months after the reporting date. All other liabilities have been classified as non-current.

Deferred tax assets and liabilities are classified as non-current assets and liabilities.

An operating cycle is the time between the acquisition of assets for processing and their realization in cash or cash equivalents.

c. Functional and presentation currency

The Restated Consolidated Financial Information is prepared in Indian Rupees (INR), which is also the Company's functional Currency. Functional Currency is the currency of the primary economic environment in which an entity operates and is normally the currency in which the entity generates and spends cash.

d. Historical Cost Convention

The Restated Consolidated Financial Information has been prepared under historical cost convention except for certain financial assets and financial liabilities that are measured at fair value as required under relevant Ind AS.

e. Property, plant and equipment ('PPE')

PPE and capital work-in progress are stated at cost, net of accumulated depreciation and accumulated impairment losses, if any. Such cost includes the cost of replacing part of the plant and equipment and borrowing costs for long-term construction projects if the recognition criteria are met.

Cost comprises the purchase price and any directly attributable cost of bringing the asset to its working condition for the intended use. Any trade discounts and rebates are deducted in arriving at the purchase price. The cost of an item of PPE shall be recognised as an asset if, and only if:

- a) it is probable that future economic benefits associated with the item will flow to the entity; and
- b) the cost of the item can be measured reliably.

Subsequent expenditure related to an item of PPE is added to its book value only if it increased the future benefits from the existing asset beyond its previously assessed standard of performance. All other expenses on existing assets, including day-to-day repair and maintenance expenditure and cost of replacing parts, are charged to the Statement of Profit and Loss for the year during which such expenses are incurred.

Depreciation on property, plant and equipment

Depreciation on PPE is provided using straight-line method, computed on the basis of useful life prescribed in Schedule II to the Companies Act, 2013, except for certain class of assets – where the Company has assessed the useful lives (as mentioned in the table below) lower than as prescribed in the Schedule II, based on the technical assessment.

Assets category	Useful life estimated by the management based on technical assessment (years)	Useful Life as per Schedule II (years)
Plant and machinery		
- Air conditioners equipped in vehicles	9-10 years	15 years
- Others	15 years	15 years
Office equipment's	5 years	5 years
Computers	3 years	3 years
Furniture and fixtures	10 years	10 years
Vehicles	9-10 years	6-8 years

Leasehold improvements are depreciated over the primary lease period of the properties.

The residual values, useful lives and methods of depreciation of property, plant and equipment are reviewed at each financial year end and adjusted prospectively, if appropriate.

f. Intangible assets

Intangible assets acquired separately are measured on initial recognition at cost. Following initial recognition, intangible assets are carried at cost less accumulated amortization impairment losses, if any.

Recognition:

The costs of intangible asset are recognised as an asset if, and only if:

- it is probable that future economic benefits associated with the item will flow to the entity; and
- the cost of the item can be measured reliably.

Intangibles representing computer software are amortized using the straight line method over their estimated useful lives of five years.

Intangible assets with finite lives are amortised over the useful economic life and assessed for impairment, whenever there is an indication that the intangible asset may be impaired. The amortisation period and the amortisation method for an intangible asset with a finite useful life are reviewed at each financial year end and adjusted prospectively, if appropriate treating them as changes in accounting estimates. The maintenance expenses on intangible assets with finite lives is recognised in the statement of profit and loss, unless such expenditure forms part of carrying value of an asset and satisfies recognition criteria.

Gains/(losses) arising from de-recognition of an intangible asset are measured as the difference between the net disposal proceeds and the carrying amount of the asset and are recognised in the statement of profit or loss when the asset is de-recognised.

Assets carrying amount is written down immediately to its recoverable amount if the asset's carrying amount is greater than its estimated recoverable amount.

g. Leases

The determination of whether an arrangement is (or contains) a lease is based on the substance of the arrangement at the inception of the lease. The arrangement is, or contains, a lease if fulfilment of the arrangement is dependent on the use of a specific asset or assets and the arrangement conveys a right to use the asset or assets, even if that right is not explicitly specified in an arrangement. For arrangements entered into prior to 01 April 2016, the Company has determined whether the arrangement contain lease on the basis of facts and circumstances existing on the date of transition.

Company as a lessee

A lease is classified at the inception date as a finance lease or an operating lease. A lease that transfers substantially all the risks and rewards incidental to ownership to the Company is classified as a finance lease.

Finance leases are capitalised at the commencement of the lease at the inception date fair value of the leased property or, if lower, at the present value of the minimum lease payments. Lease payments are apportioned between finance charges and reduction of the lease liability so as to achieve a constant rate of interest on the remaining balance of the liability. Finance charges are recognised in finance costs in the Statement of Profit and Loss, unless they are directly attributable to qualifying assets, in which case they are capitalized in accordance with the Company's general policy on the borrowing costs. Contingent rentals are recognised as expenses in the periods in which they are incurred.

A leased asset is depreciated over the useful life of the asset. However, if there is no reasonable certainty that the Company will obtain ownership by the end of the lease term, the asset is depreciated over the shorter of the estimated useful life of the asset and the lease term.

Operating lease payments are recognised as an expense in the Statement of Profit and Loss on a straight line basis over the lease term unless another systematic basis is more representative of the time pattern of the user's benefit or the lease payments are structured to increase in line with expected general inflation to compensate for the lessor's expected inflationary cost increases.

h. Impairment of tangible and intangible assets

At the end of each reporting period, the Company reviews the carrying amounts of its tangible and intangible assets of a "Cash Generating Unit" (CGU) to determine whether there is any indication that those assets have suffered an impairment loss. Individual assets are grouped for impairment assessment purposes at the lowest level at which there are identifiable cash flows that are largely independent of the cash flows of other groups of assets. If any such indication exists, the recoverable amount of the asset is estimated in order to determine

the extent of the impairment loss (if any). When it is not possible to estimate the recoverable amount of an individual asset, the Company estimates the recoverable amount of the cash-generating unit to which the asset belongs. When a reasonable and consistent basis of allocation can be identified, corporate assets are also allocated to individual cash-generating units, or otherwise they are allocated to the smallest group of cash-generating units for which a reasonable and consistent allocation basis can be identified.

Recoverable amount is the higher of fair value less costs of disposal and value in use. 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 for which the estimates of future cash flows have not been adjusted.

If the recoverable amount of an asset (or cash-generating unit) is estimated to be less than its carrying amount, the carrying amount of the asset (or cash-generating unit) is reduced to its recoverable amount. An impairment loss is recognised immediately in profit or loss.

When an impairment loss subsequently reverses, the carrying amount of the asset (or a cash-generating unit) is increased to the revised estimate of its recoverable amount. The increased carrying amount does not exceed the carrying amount that would have been determined had no impairment loss been recognised for the asset (or cash-generating unit) in prior years. A reversal of an impairment loss is recognised immediately in the statement of profit and loss.

i. Borrowing costs

General and specific borrowing costs directly attributed to the acquisition, construction or production of a qualifying asset are capitalised up to the period of time that is required to complete and prepare the asset for its intended use or sale. Qualifying assets are assets that necessarily take a substantial period of time to get ready for their intended use or sale.

All other borrowing costs are expensed in the period in which they occur or accrue. Borrowing costs consist of interest and other costs that an entity incurs in connection with the borrowing of funds.

j. Contingent Liabilities

A contingent liability is a possible obligation that arises from past events whose existence will be confirmed by the occurrence or non-occurrence of one or more uncertain future events beyond the control of the Company or a present obligation that is not recognised because it is not probable that an outflow of resources will be required to settle the obligation. A contingent liability also arises in extremely rare cases where there is a liability that cannot be recognised because it cannot be measured reliably. The Company does not recognize a contingent liability but discloses its existence in the financial statements. Contingent assets are only disclosed when it is probable that the economic benefits will flow to the entity.

k. Provisions

Provisions are recognised when the Company 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 Company 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.

l. Revenue recognition

The Company derives revenue primarily from rendering services relating to cold storage/ warehousing, distribution and administration of goods through buying and selling on behalf of customers.

Effective 1 April 2018, the company adopted Ind AS 115 "Revenue from Contracts with customers" using the

modified retrospective method. Under the modified retrospective method, an entity applies Ind AS 115 only for contracts that are not completed on or before 30 June 2018.
Freight income and related expenditure.

To determine whether to recognize revenue, the Company follows a 5-step process:

1. Identifying the contract with a customer
2. Identifying the performance obligations
3. Determining the transaction price
4. Allocating the transaction price to the performance obligations
5. Recognising revenue when/as performance obligation(s) are satisfied.

Identifying the performance obligations

Under Ind AS 115, the Company must evaluate the separability of the promised goods or services based on whether they are 'distinct'. A promised good or service is 'distinct' if both:

- the customer benefits from the item either on its own or together with other readily available resources, and
- it is 'separately identifiable' (i.e. the Company does not provide a significant service integrating, modifying or customizing it)

Determining the transaction price

Under Ind AS 115, the Company shall consider the terms of the contract and its customary business practices to determine the transaction price. The transaction price excludes amounts collected on behalf of third parties. The consideration promised include fixed amounts, variable amounts, or both.

Where the Company has a right to consideration from a customer in an amount that corresponds directly with the value to the customer of the performance completed to date (for example, charges per case/pallet), the Company recognises revenue in the amount to which it has a right to invoice.

Allocating the transaction price to the performance obligations

The transaction price is allocated to the separately identifiable performance obligations on the basis of their standalone selling price (in case of storage and distribution contracts where the customer pays a fixed rate per item for all the services provided). For services that are not provided separately, the standalone selling price is estimated using adjusted market assessment approach.

Recognising revenue when/as performance obligation(s) are satisfied.

Revenue is recognised to the extent that it is probable that the economic benefits will flow to the Company and the revenue can be reliably measured, regardless of when the payment is being made.

Revenue is recognised either at a point in time or over time, when (or as) the Company satisfies performance obligations by transferring the promised goods or services to its customers.

The Company derives revenue primarily from two segments i.e. Integrated distribution and Fulfilment services.

Integrated distribution comprises of complete end to end supply chain management service for the customers i.e. Cold storage/warehousing services including loading and handling (with or without sale/trading of goods) and transportation services. Further, Fulfilment services comprises of services relating to either Cold storage/warehousing services including loading and handling or transportation services.

Sale of goods: Revenue from sale of goods is recognised when all the significant risks and rewards of ownership of the goods have been passed to the buyer, usually on delivery of the goods. The Company collects sales taxes, goods and service tax (GST) and value added taxes (VAT) on behalf of the government and, therefore, these are not economic benefits flowing to the Company. Hence, they are excluded from revenue.

Rendering of services: The Company provides multiple services relating to storage and distribution. These services are either provided separately or bundled together with other services provided to a customer.

i. Cold storage/warehousing services including loading and handling

Revenue from storage services is recognised over a period of time, as and when the service is provided. Further, revenue from loading and unloading services is recognised at a point in time, when the performance obligation is completed

ii. Transportation services:

Contract revenue and contract costs associated with the transportation service are recognised as revenue and expenses respectively over a period of time i.e. by reference to the stage of completion of the contract activity at the end of the reporting period, when the outcome of a transportation service can be estimated reliably.

Freight costs represent costs of obtaining transportation services from other direct carriers or the direct cost incurred to perform the services and is accounted for in accordance with contractual terms with the service provider typically to the stage of completion of the contract activity at the end of the reporting period.

Interest

Interest income is recognized on a time proportion basis taking into account the amount outstanding and the applicable interest rate. Interest income is included under the head “other income” in the statement of profit and loss.

Other

Other items of income are accounted as and when the right to receive such income arises and it is probable that the economic benefits will flow to the Company and the amount of income can be measured reliably.

m. Income tax

Tax expense recognised in Statement of Profit and Loss comprises the sum of deferred tax and current tax except the ones recognised in other comprehensive income or directly in equity.

Current tax is determined as the tax payable in respect of taxable income for the year and is computed in accordance with relevant tax regulations. Current income tax relating to items recognised outside profit or loss is recognised outside profit or loss (either in other comprehensive income or in equity).

Deferred tax is recognised in respect of temporary differences between carrying amount of assets and liabilities for financial reporting purposes and corresponding amount used for taxation purposes. Deferred tax assets on unrealised tax loss are recognised to the extent that it is probable that the underlying tax loss will be utilised against future taxable income. This is assessed based on the Company’s forecast of future operating results, adjusted for significant non-taxable income and expenses and specific limits on the use of any unused tax loss. 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 Statement of Profit and Loss is recognised outside Statement of Profit or Loss (either in other comprehensive income or in equity).

n. Minimum Alternate Tax (MAT)

Minimum alternate tax (‘MAT’) credit is recognised as an asset only when and to the extent there is convincing evidence that the Company will pay normal income tax during the specified period. In the year in which MAT credit becomes eligible to be recognised as an asset in accordance with the recommendations contained in guidance note issued by the Institute of Chartered Accountants of India, the said asset is created by way of a credit to the Statement of Profit and Loss and shown as MAT credit entitlement. The Company reviews the same at each balance sheet date and writes down the carrying amount of MAT credit entitlement to the extent it is not reasonably certain that the Company will pay normal income tax during the specified period.

o. Retirement and other employee benefits

All employee benefits payable/available within twelve months of rendering the service are classified as short-term employee benefits. Benefits such as salaries, wages and bonus etc., are recognised in the statement of profit and loss in the period in which the employee renders the related service.

Provident fund:

Retirement benefit in the form of provident fund is a defined contribution scheme. The Company has no obligation, other than the contribution payable to the provident fund. The Company recognises contribution payable to the provident fund scheme as an expense, when an employee renders the related service. If the contribution payable to the scheme for service received before the balance sheet date exceeds the contribution already paid, the deficit payable to the scheme is recognised as a liability after deducting the contribution already paid. If the contribution already paid exceeds the contribution due for services received before the balance sheet date, then excess is recognised as an asset to the extent that the pre-payment will lead to, for example, a reduction in future payment or a cash refund.

Gratuity:

Gratuity is a defined benefit scheme. The cost of providing benefits under the defined benefit plan is determined using the projected unit credit method. The Company recognises termination benefit as a liability and an expense when the Company has a present obligation as a result of 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. If the termination benefits fall due more than twelve months after the balance sheet date, they are measured at present value of future cash flows using the discount rate determined by reference to market yields at the balance sheet date on government bonds.

Re-measurements, comprising 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 OCI in the period in which they occur. Re-measurements are not reclassified to profit or loss in subsequent periods.

Net interest is calculated by applying the discount rate to the net defined benefit liability or asset.

The Company 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

Compensated absence:

The Company treats accumulated leave expected to be carried forward beyond twelve months, as long-term employee benefit which are computed based on the actuarial valuation using the projected unit credit method at the period end. Actuarial gains/losses are immediately taken to the Statement of Profit and Loss and are not deferred. The Company presents the leave as a current liability in the balance sheet to the extent it does not have an unconditional right to defer its settlement for twelve months after the reporting date. Where Company has the unconditional legal and contractual right to defer the settlement for a period beyond twelve months, the balance is presented as a non-current liability.

Accumulated leave, which is expected to be utilized within the next twelve months, is treated as short term employee benefit. The Company measures the expected cost of such absences as the additional amount that it expects to pay as a result of the unused entitlement that has accumulated at the reporting date.

All other employee benefits payable/available within twelve months of rendering the service are classified as short-term employee benefits. Benefits such as salaries, wages, bonus, etc. are recognised in the Statement of Profit and Loss in the period in which the employee renders the related service.

p. Segment reporting policies

Operating segments are reported in a manner consistent with the internal reporting provided to the Chief Operating Decision Maker. Chief Operating Decision Maker review the performance of the Company according to the nature of services provided, with each segment representing a strategic business unit that serves different markets. The analysis of geographical segments is based on the locations of customers.

Segment accounting policies

The Company prepares its segment information in conformity with the accounting policies adopted for preparing and presenting financial statements of the Company as a whole.

q. Asset held for sale

Non current assets are classified as held for sale if their carrying amount will be recovered principally through sale transaction rather than through continuing use and a sale is considered highly probable. They are measured at lower of their carrying amount or fair value less cost to sell, except for assets such as deferred tax, assets arising from employee benefit, financials assets and contractual rights under insurance contracts, which are specifically exempted from this requirement.

Non current assets are not depreciated or amortised while they are classified as held for sale. Non current assets held for sale are presented separately from other assets in the balance sheet.

r. Fair value measurement

The Company measures financial instruments at fair value which is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value measurement is based on the presumption that the transaction to sell the asset or transfer the liability takes place either in the principal market for the asset or liability, or in the absence of a principal market, in the most advantageous market for the asset or liability.

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:

Level 1 - Quoted (unadjusted) market prices in active markets for identical assets or liabilities;

Level 2 - Valuation techniques for which the lowest level input that is significant to the fair value measurement is directly or indirectly observable; and

Level 3 - Valuation techniques for which the lowest level input that is significant to the fair value measurement is unobservable.

The Company 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. For assets and liabilities that are recognised in the balance sheet on a recurring basis, the Company determines whether transfers have occurred between levels in the hierarchy by re-assessing categorisation (based on the lowest level input that is significant to the fair value measurement as a whole) at the end of each reporting period.

For the purpose of fair value disclosures, the Company has determined classes of assets and liabilities on the basis of the nature, characteristics and risks of the asset or liability and the level of the fair value hierarchy as explained above.

s. Financial instruments

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

Financial assets:

Initial recognition 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 or loss, transaction costs that are attributable to the acquisition of the financial asset. Transaction costs of financial assets carried at fair value through profit or loss are expensed in profit or loss. Purchases or sales of financial assets that require delivery of assets within a time frame established by regulation or convention in the market place (regular way trades) are recognised on the trade date, i.e., the date that the Company commits to purchase or sell the asset.

Impairment of financial assets

In accordance with Ind AS 109, the Company applies expected credit loss (ECL) model for measurement and recognition of impairment loss on the following financial assets and credit risk exposure:

- a) Financial assets that are debt instruments, and are measured at amortised cost e.g., loans, debt securities, deposits, trade receivables and bank balance;
- b) Financial guarantee contracts which are not measured as at FVTPL.

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

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

For recognition of impairment loss on other financial assets and risk exposure, the Company determines that whether there has been a significant increase in the credit risk since initial recognition. If credit risk has not increased significantly, 12-month ECL is used to provide for impairment loss. However, if credit risk has increased significantly, 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.

Lifetime ECL are the expected credit losses resulting from all possible default events over the expected life of a financial instrument. The 12-month ECL is a portion of the lifetime ECL which results from default events that are possible within 12 months after the reporting date.

Financial liabilities:

Initial recognition and measurement

Financial liabilities are classified, at initial recognition, as financial liabilities at fair value through profit or loss, loans and borrowings, payables, as appropriate.

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 Company's financial liabilities include trade and other payables, loans and borrowings including financial guarantee contracts and derivative financial instruments.

Subsequent measurement

The measurement of financial liabilities depends on their classification, as described below:

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. This category also includes derivative financial instruments entered into by the Company that are not designated as hedging instruments in hedge relationships as defined by Ind AS 109. Separated embedded derivatives are also classified as held for trading unless they are designated as effective hedging instruments.

Gains or losses on liabilities held for trading are recognised in the profit or loss.

Financial liabilities designated upon initial recognition at fair value through profit or loss are designated as such at the initial date of recognition, and only if the criteria in Ind AS 109 are satisfied. For liabilities designated as FVTPL, fair value gains/ losses attributable to changes in own credit risks are recognized in OCI. These gains/ loss are not subsequently transferred to statement of profit and loss. However, the Company may transfer the cumulative gain or loss within equity. All other changes in fair value of such liability are recognised in the statement of profit or loss.

De-recognition

A financial liability is de-recognised 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 de-recognition of the original liability and the recognition of a new liability. The difference in the respective carrying amounts is recognised in the statement of profit or loss.

Offsetting of financial instruments

Financial assets and financial liabilities are offset and the net amount is reported in the consolidated 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.

t. Cash and cash equivalents

Cash and cash equivalent in the balance sheet comprise cash at banks and on hand, cheques 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.

u. Earning per share

Basic earnings per share are calculated by dividing the net profit or loss for the year attributable to equity shareholders (after deducting preference dividends and attributable taxes, if any) by the weighted average number of equity shares outstanding during the year.

For the purpose of calculating diluted earnings per share, the net profit or loss for the year attributable to equity shareholders and the weighted average number of shares outstanding during the year are adjusted for the effects of all dilutive potential equity shares.

v. Measurement of EBITDA

The Company has elected to present earnings before interest, tax, depreciation and amortization (EBITDA) as a separate line item on the face of the Statement of Profit and Loss. The Company measures EBITDA on the basis of profit/(loss) from continuing operations. In its measurement, the Company does not include depreciation and amortization expense, finance costs and tax expense.

w. Significant management judgement in applying accounting policies and estimation uncertainty

The preparation of the Company's financial statements requires management to make judgements, estimates and assumptions that affect the reported amounts of revenues, expenses, assets and liabilities, and the accompanying disclosures, and the disclosure of contingent liabilities at the date of the financial statements. Estimates and assumptions are continuously evaluated and are based on management's experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances.

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.

In particular, the Company has identified the following areas where significant judgements, estimates and assumptions are required. Further information on each of these areas and how they impact the various accounting policies are described below and also in the relevant notes to the financial statements. Changes in estimates are accounted for prospectively.

A. Judgements

In the process of applying the Company's accounting policies, the management has made the following significant judgements, which have impact on the amounts recognised in the financial statements:

i. Contingencies

The Company is subject to certain legal proceedings which are pending in various jurisdictions. Due to the uncertainty inherent in such matters, it is difficult to predict the final outcome of such matters. The cases and claims against the Company often raise difficult and complex factual and legal issues, which are subject to many uncertainties, including but not limited to the facts and circumstances of each particular case and claim, the jurisdiction and the differences in applicable law. In the normal course of business, management consults with legal counsel and certain other experts on matters related to litigation and taxes. The Company accrues a liability when it is determined that an adverse outcome is probable and the amount of the loss can be reasonably estimated.

ii. Evaluation of indicators for impairment of non-financial assets and investments in subsidiaries

The evaluation of applicability of indicators of impairment of non-financial assets and subsidiaries requires assessment of several external and internal factors which could result in deterioration of recoverable amount of the assets and investments in subsidiaries.

B. Estimates and assumptions

The key assumptions concerning the future and other key sources of estimation uncertainty at the reporting date that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year, are described below. The Company based its assumptions and estimates on parameters available when the financial statements were prepared. Existing circumstances and assumptions about future developments, however, may change due to market change or circumstances arising beyond the control of the Company. Such changes are reflected in the assumptions when they occur. Following are the significant estimate and assumptions which have impact on the amounts recognised in the financial statements:

i. Useful lives of depreciable assets

The Company reviews its estimate of the useful lives of depreciable assets at each reporting date, based on the expected utility of the assets

ii. Recognition of deferred tax

The extent to which deferred tax asset to be recognized is based on the assessment of the probability of the future taxable income against which the deferred tax assets can be utilized.

iii. Recoverability of advance/receivable

At each reporting date, based on the aging of the receivable the management assessed the expected credit losses on the outstanding receivable and advances.

iv. Defined benefit obligation

The cost of the defined benefit plan and other post-employment benefits and the present value of such obligation are determined using actuarial valuations. An actuarial valuation involves making various

assumptions that may differ from actual developments in the future. These include the determination of the discount rate, future trends salary increases, mortality rates and future pension increases. In view of the complexities involved in the valuation and its long-term nature, a defined benefit obligation is highly sensitive to changes in these assumptions. All assumptions are reviewed at each reporting date.

v. Allowance for doubtful debts

The allowance for doubtful debts reflects management's estimate of losses inherent in its credit portfolio. This allowance is based on Company's estimate of the losses to be incurred, which derives from past experience with similar receivables, current and historical past due amounts, dealer termination rates, write-offs and collections, the careful monitoring of portfolio credit quality and current and projected economic and market conditions. Should the present economic and financial situation persist or even worsen, there could be a further deterioration in the financial situation of the Company's debtors compared to that already taken into consideration in calculating the allowances recognised in the financial statements.

vi. Impairment of assets

In assessing impairment, the Company estimates the recoverable amount of each asset or cash-generating units based on expected future cash flows and uses an interest rate to discount them. Estimation uncertainty relates to assumptions about future operating results and the determination of a suitable discount rate.

vii. Fair value measurement of financial instruments

When the fair values of financial assets and financial liabilities recorded in the Balance Sheet cannot be measured based on quoted prices in active markets, their fair value is measured using valuation techniques including the DCF model. The inputs to these models are taken from observable markets where possible, but where this is not feasible, a degree of judgment is required in establishing fair values. Judgements include considerations of inputs such as liquidity risk, credit risk and volatility. Changes in assumptions about these factors could affect the reported fair value of financial instruments.

viii. Transportation income

As transportation income is recognised depending on the stage of completion of the contract activity. Such recognition of contract revenues and related receivables reflect management's best estimate of each contract's outcome and stage of completion.

A summary of the past financial results after adjustments "as given in the auditor's report for the past three years containing significant items of income and expenditure shall be given."

Revenue and Expenditure

Revenue: Our revenue comprises of revenue from operations and other income

Revenue from operations: Our revenue from operations comprises of revenue from integrated distribution services and fulfilment services. An integrated business model is when the vendor provides transportation and distribution, warehousing and value-added services all bundled into a single contract. The integrated model can be done with the service provider "owning" the inventory on behalf of the client or without inventory ownership. The key elements of Fulfilment Services are surface logistics and warehousing services under multi-temperature environment. Our revenue from operations can be divided as follows:

Particulars	June 30, 2018	March 31, 2018	March 31, 2017	March 31, 2016
Integrated Distribution	584.98	1,486.73	921.70	135.32
Fulfilment services	250.45	1,075.13	1,332.23	1,435.51
Total	835.43	2,561.86	2,253.93	1,570.83

Our other operating revenues comprised of scrap sales and service income.

Other Income: Our other income comprises of interest income, excess provisions written back, gain on sale of investments, gain on sale of property, plant and equipment, gains on fair valuation of investments,

liabilities no longer required written back, gains on fair valuation of CCPS, gain on modification of lease, miscellaneous income, etc.

Expenses: Our expenses comprise of purchase of traded goods, changes in inventories of stock-in-trade, employee benefit expenses, finance cost, depreciation and amortization expenses and other expenses.

Purchase of traded goods: Our expenditure on purchase of traded goods includes purchase of food items and non-food items such as uniforms, packing material, housekeeping material, etc.

Change in inventories of stock-in-trade: Changes in inventory of stock-in-trade includes change in our opening and closing inventory of food items and non-food items such as uniforms, packing material, housekeeping material, etc. as at the beginning and end of the year.

Employee benefit expense: Our employee benefit expense consists of salary, wages and bonus, contribution to provident and other fund and staff welfare expense.

Finance costs: Our finance costs comprises of interest on loans taken from banks, financial institutions and others, interest on finance lease obligations and other finance costs such as bank charges, processing charges, etc.

Depreciation and amortization expenses: Tangible and intangible assets are depreciated and amortised over periods corresponding to their estimated useful lives. See “Annexure V Restated Consolidated Statement of Significant Accounting Policies – Depreciation on property, plant and equipment” on page F-10 under the chapter titled “Restated Financial Information” 167 of this Draft Red Herring Prospectus.

Other expenses: Our other expenses primarily include fleet running and maintenance expenses, freight and forwarding charges, rent and hire charges, manpower and labour contractor charges, legal and professional fees, insurance expenses, registration and permit expense, power and fuel charges, travelling and conveyance expenses, etc. among others.

Our Income Tax Expenses

Elements of our income tax expenses are as follows:

Current tax: Our current tax is the amount of tax payable based on the taxable profit for the period as determined in accordance with the applicable tax rates and the provisions of the Income Tax Act, 1961

Deferred tax: Deferred tax is recognised in respect of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the corresponding amounts used for taxation purposes.

Other Comprehensive income/(loss)

The other comprehensive income/(loss) consists of items that will not be reclassified subsequently to the statement of profit or loss which consists of remeasurement of the net defined benefit obligation and income tax relating to such items.

Total Comprehensive income/(loss)

- Total comprehensive income for the year consists of profit/(loss) for the year and total other comprehensive income/(loss).

- Results of operations**

(In ₹ Million)

Particulars	June 30, 2018	% of total revenue	March 31, 2018	% of total revenue	March 31, 2017	% of total revenue	March 31, 2016	% of total revenue
Revenue								
Revenue from	835.43	99.37%	2,563.82	97.03%	2,256.64	98.23%	1,575.56	98.88%

Operations								
Other Income	5.27	0.63%	78.59	2.97%	40.58	1.77%	17.81	1.12%
Total Revenue	840.70	100.00%	2,642.41	100%	2,297.22	100%	1,593.37	100%
Expenses								
Purchase of traded goods	421.00	50.08%	1,082.56	40.97%	741.70	32.29%	-	-
Changes in inventories of stock-in-trade	(17.11)	(2.04)%	(9.55)	(0.36) %	(5.31)	(0.23) %	-	-
Employee benefit expenses	24.76	2.95%	98.65	3.73%	92.24	4.02%	92.35	5.80%
Other expenses	336.07	39.97%	1,278.90	48.40%	1,396.01	60.77%	1,326.25	83.24%
EBITDA	75.98	9.04%	191.85	7.26%	72.58	3.16%	174.77	10.97%
Finance Costs	25.53	3.04%	97.30	3.68%	105.13	4.58%	116.73	7.33%
Depreciation and amortization expenses	34.51	4.11%	147.34	5.58%	146.36	6.37%	142.67	8.95%
Loss before taxation	15.94	1.90%	(52.79)	(2.00) %	(178.91)	(7.79) %	(84.63)	(5.31)%
Tax Expenses								
Current Tax	2.39	0.28%	(0.41)	(0.02)%	-	-	1.83	0.11%
Deferred Tax (Asset)/ Liability	0.46	0.05%	(83.80)	(3.17) %	(16.78)	(0.73) %	5.62	0.35%
Total Tax Expenses	2.85	0.34%	(84.21)	(3.19) %	(16.78)	(0.73) %	7.45	0.47%
Net Profit/(Loss) after taxation	13.09	1.56%	31.42	1.19%	(162.13)	(7.06) %	(92.08)	(5.78) %
Other Comprehensive income/ (loss)								
Items that will not be reclassified to profit and loss								
- Remeasurements of defined benefit plans	0.07	0.00%	3.06	0.11%	0.86	(0.04)%	2.19	0.14%
-Income tax relating to items that will not be reclassified to profit or loss	(0.02)	0.00%	(0.89)	(0.03)%	(0.22)	(0.01)%	(0.68)	(0.04)%
Other comprehensive income/(loss)	0.05	0.01%	2.17	0.08%	0.64	(0.03)%	1.51	0.09%
Total comprehensive income/ (loss)	13.14	1.56%	33.59	1.27%	(161.49)	(7.03)%	(90.57)	(5.68)%

Segment Reporting

Primary Segment - The Company has disclosed business segment as the primary segment. Segments have been identified and reported taking into account the nature of products and services, the differing risks and returns, the organization structure and the internal reporting system. The identified reportable segments for the period under review are Integrated distribution and Fulfilment services. Integrated distribution segment comprises of complete end to end supply chain management service for the customers i.e. Cold storage/warehousing services including loading and handling (with or without trading of goods) and transportation services. Fulfilment services segment comprises of services relating to either Cold storage/warehousing services including loading and handling or transportation service.

Secondary Segment – Geographical segment. The Company mainly caters to the needs of the domestic market. The Company has no export turnover. Hence, there are no reportable geographical segments.

Segment disclosures for the year ended 31 March 2016, 2017, 2018 and period ended 30 June 2018, are as follows:-

Particular	For the three months period ended 30 June 2018			For the year ended March 31, 2018			For the year ended March 31, 2017			For the year ended March 31, 2016		
	Integrated distribution (gross)	Fulfilment services	Total	Integrated distribution (gross)	Fulfilment services	Total	Integrated distribution (gross)	Fulfilment services	Total	Integrated distribution (gross)	Fulfilment services	Total
Revenue												
External revenue	584.98	316.30	901.28	1,486.73	1,248.41	2,735.14	921.70	1,430.49	2,352.19	135.32	1,504.55	1,639.87
Inter-segment revenue	-	(65.85)	(65.85)	-	(171.32)	(171.32)	-	(95.55)	(95.55)	-	(64.31)	(64.31)
Total revenue	584.98	250.45	835.43	1,486.73	1,077.09	2,563.82	921.70	1,334.94	2,256.64	135.32	1,440.24	1,575.56
Segment result	75.40	(2.88)	72.52	145.46	(30.81)	114.65	15.80	1.03	16.84	6.16	105.61	111.77
Add: Interest income	-	-	3.25	-	-	8.71	-	-	9.36	-	-	2.57
Less: Interest expense	-	-	(25.53)	-	-	(97.30)	-	-	(105.13)	-	-	(116.73)
Less: Depreciation and amortisation (unallocated)	-	-	(2.15)	-	-	(6.87)	-	-	(6.42)	-	-	(7.97)
Add: Other unallocable incomes	-	-	2.02	-	-	69.88	-	-	31.20	-	-	15.24
Less: Other unallocable expenses	-	-	(34.17)	-	-	(141.86)	-	-	(124.76)	-	-	(89.51)
Loss before tax	-	-	15.94	-	-	(52.79)	-	-	(178.91)	-	-	(84.63)
Tax expense	-	-	2.85	-	-	(84.21)	-	-	(16.78)	-	-	7.45
Profit/Loss after tax	-	-	13.09	-	-	31.42	-	-	(162.13)	-	-	(92.08)
Other Information:												
Segment assets	376.14	923.37	1,299.52	339.11	937.33	1,276.44	367.87	1,165.48	1,533.35	343.23	1,170.91	1,514.14
Unallocated corporate assets	-	-	361.11	-	-	362.23	-	-	270.06	-	-	417.72
Total assets			1,660.63			1,638.67			1,803.41			1,931.86
Segment liabilities	308.87	65.52	374.39	298.45	65.41	363.87	360.93	497.75	858.68	360.93	497.75	858.68

Particular	For the three months period ended 30 June 2018			For the year ended March 31, 2018			For the year ended March 31, 2017			For the year ended March 31, 2016		
	Integrated distribution (gross)	Fulfilment services	Total	Integrated distribution (gross)	Fulfilment services	Total	Integrated distribution (gross)	Fulfilment services	Total	Integrated distribution (gross)	Fulfilment services	Total
Unallocated corporate liabilities	-	-	1,062.93	-	-	1,064.63	-	-	768.22	-	-	732.97
Total liabilities			1,437.32			1,428.50			1,626.90			1,591.65
Segment additions to non-current assets												
Allocated additions	-	0.17	0.17	-	25.51	25.51	-	22.20	22.20	-	67.98	67.98
Unallocated additions	-	-	14.29			39.59	-	-	50.17	-	-	59.12
Total additions to Non-current assets			14.46			65.10			72.37			127.10
Material non-cash items other than depreciation and amortisation:												
Gain/Loss on fair valuation of CCPS			0.77	-	-	5.93			23.71			-
Gain on modification of lease terms				-	-	48.60			-			-
Information about major customers (contributing more than 10% individually)												
Number of customers	2	-	2	1	-	1	1	1	2	-	2	2
Total amount of revenue	521.44	-	521.44	1,252.10	-	1,252.10	834.41	266.12	1,100.53	-	451.22	451.22

For notes to segment reporting, refer Annexure VI - Note 47 of the Restated Consolidated Financial Information on page F-56 under the chapter titled “Restated Financial Information” on page 167 of this DRHP.

Discussion on the Results of Operations

• Period ended June 30, 2018

Revenue from operations

Our revenue from operations was ₹835.43 million which was about 99.37% of the total revenue for the period of three months ended June 30, 2018. The revenue from operations consisted of revenue of ₹584.98 million from integrated distribution services and revenue of ₹ 250.45 million from fulfilment services.

Other income

Our other income was ₹5.27 million which is 0.63% of our total revenue. Our other income comprised mainly of interest income interest on income tax refund of ₹ 1.45 million, interest on loans and advances of ₹ 0.55 million, interest on bank deposits of ₹ 1.25 million, gain on fair valuation of investments of ₹ 0.46 million, liabilities no longer required written back of ₹ 0.35 million, gain on fair valuation of CCPS of ₹ 0.77 million and miscellaneous income of ₹ 0.44 million.

Expenses

Our expenses comprise of purchase of traded goods, changes in inventories of stock-in-trade, employee benefit expenses, finance cost, depreciation and amortization expenses and other expenses.

Purchase of traded goods: Our purchase of traded goods was ₹ 421.00 million which is 50.08% of our total revenue. Our expenditure on purchase of traded goods includes purchase of food items and non-food items such as uniforms, packing material, housekeeping materials, etc.

Changes in inventories of stock-in-trade

Our changes in inventories of work in progress amounted to ₹ 17.11 million which was 2.04% of our total revenue for the three months ended June 30, 2018. This was due to higher level of stock in trade maintained at our end.

Employee benefits expense

Our employee benefits expense was ₹ 24.76 million which is 2.95% of our total revenue for the three months ended June 30, 2018 and primarily comprise of salaries, wages & bonus expenses of ₹ 23.02 million, contribution to provident fund and other funds of ₹ 0.84 million and staff welfare expenses of ₹ 0.90 million.

Other Expenses

Our other expenses was ₹ 336.07 million which is 39.97% of our total revenue for the three months ended June 30, 2018 which mainly included freight & forwarding expenses of ₹ 126.31 million, fleet running and maintenance expenses of ₹ 152.29 million, manpower and labour contractor charges of ₹12.57 million, rent and hire charges of ₹ 10.58 million among others.

EBITDA

Our EBITDA was ₹ 75.98 million which is 9.04% of our total revenue for the three months ended June 30, 2018.

Finance Costs

Our finance costs was ₹ 25.53 million which is 3.04% of our total revenue for the period ended June 30, 2018 and mainly includes interest on borrowings of ₹ 22.86 million and other borrowing costs such as processing fees, bank charges, stamp duty charges, etc. of ₹ 2.67 million.

Depreciation and amortization

Depreciation and amortization expenses was ₹ 34.51 million which is 4.11% of our total revenue for the period ended June 30, 2018 and mainly includes depreciation on tangible assets like building, plant and machinery, office & commercial vehicles, etc. and amortization of intangible assets such as computer software.

Profit before tax

Our Profit before tax was ₹ 15.94 million which is 1.90% of our total revenue for the period ended June 30, 2018. The increase in our profit margins was attributed to better utilization of our infrastructure both in terms of fleets and warehousing capacity. Further the existing customers due to their organic growth further influenced the revenue and margins at higher rate due to less incremental costs.

The Company also initiated significant measures for cost optimization and cost saving.

Taxation expense

Our taxation expense for the period ended June 30, 2018 was ₹ 2.85 million which is 0.34% of our total revenue for the period ended June 30, 2018. It comprised of current taxation of ₹ 2.39 million and deferred tax charge of ₹ 0.46 million.

Net profit after tax

Due to the abovementioned reasons, our Net profit after tax was ₹ 13.09 million which is 1.56% of our total revenue for the period ended June 30, 2018.

Total Other Comprehensive Income: We recorded a total other comprehensive income of ₹ 0.05 million for the period ended June 30, 2018. This was primarily due to re-measurement of the net defined benefit obligation and income tax on such items.

Total Other Comprehensive Income for the year: As a result of the factors outlined above, our total comprehensive income for the period ended June 30, 2018 was ₹ 13.14 million.

• Fiscal 2018 compared to Fiscal 2017

Total Revenue

Our total revenue increased by 15.03% to ₹ 2,642.41 million in fiscal 2018 from ₹ 2,297.22 million in fiscal 2017 due to the factors described below:

Revenue from operations: Our revenue from operations increased by 13.61% to ₹ 2,563.82 million in fiscal 2018 from ₹ 2,256.64 million in fiscal 2017. The increase in revenue from operations was mainly due to increase in our revenue from trading/distribution of goods from ₹ 815.59 million in fiscal 2017 to ₹ 1,214.96 million in fiscal 2018 which increased due to increase in business of existing customers. Further increase in cold storage - warehousing services (from integrated distribution & fulfillment services) from ₹ 71.82 million in fiscal 2017 to ₹ 264.18 million in fiscal 2018 which increased due to introduction of new customer in the later half of the financial year as compared to previous fiscal. The increase was offset by decrease in transportation revenue from ₹ 1,305.75 million in fiscal 2017 to ₹ 1,036.68 million in fiscal 2018 which was due to closure of contracts with certain customers, slight decrease in revenue from trading services from ₹ 60.77 million in fiscal 2017 to ₹ 46.04 million in fiscal 2018. Further our other operating revenues comprising of scrap sales and service income such as fleet management etc also slightly decreased from ₹ 2.71 million in fiscal 2017 to ₹ 1.96 million in fiscal 2018.

Other income: Our other income increased by 93.67% to ₹ 78.59 million in fiscal 2018 from ₹ 40.58 million in fiscal 2017. This increase was primarily due to gain on modification of lease for ₹ 48.60 million, gain on fair valuation of CCPS for ₹ 5.93 million, excess provisions written back for ₹ 1.07 million, gain on sale of property, plant and equipment of ₹ 1.10 million in fiscal 2018 as compared to no such incomes being accounted in fiscal 2017 amongst others. The increase was offset by decrease in net gain on sale of investments from ₹ 11.18 million in fiscal 2017 to ₹ 2.22 million in fiscal 2018, gain on fair valuation of investments from ₹ 6.37 million in fiscal 2017 to ₹ 2.15 million in fiscal 2018, liabilities no longer required written back from ₹ 13.36 million in fiscal 2017 to ₹ 7.66 million in fiscal 2018, amongst others.

Total Expenses

Our total expenses increased by 8.85% to ₹ 2,695.20 million in fiscal 2018 from ₹ 2,476.13 million in fiscal 2017, due to the factors described below:

Purchase of traded goods: Our purchase of traded goods increased by 45.96% to ₹ 1,082.56 million in fiscal 2018 from ₹ 741.70 million in fiscal 2017. This increase was primarily due to our increase in our supply chain management business.

Changes in inventories of stock-in-trade: Our stock-in-trade changed by 79.85% from ₹ (5.31) million in fiscal 2017 to ₹ (9.55) million in fiscal 2018. The change was because of higher inventory of stock-in-trade maintained by the Company.

Employee benefits expense: Our employee benefits expense increased by 6.95% to ₹ 98.65 million in fiscal 2018 from ₹ 92.24 million in fiscal 2017. This increase was primarily due to increase in salary levels of some employees resulting into increased salaries expenses from ₹ 86.97 million in fiscal 2017 to ₹ 90.32 million in fiscal 2018. Further there was also increase in contribution to provident and other funds from ₹ 4.68 million in fiscal 2017 to ₹

6.01 million in fiscal 2018 and staff welfare expenses from ₹ 0.59 million in fiscal 2017 to ₹ 2.32 million in fiscal 2018.

Other expenses: Our other expenses decreased by 8.39% to ₹ 1,278.90 million in fiscal 2018 from ₹ 1,396.01 million in fiscal 2017. This decrease was primarily due to fleet running and maintenance expenses from ₹ 838.58 million in fiscal 2017 to ₹ 633.34 million in fiscal 2018 which was due to decrease in our transportation operations amongst others. The decrease was offset by increase in expenses like freight and forwarding which increased from ₹ 349.15 million in fiscal 2017 to ₹ 420.89 million in fiscal 2018 amongst others.

EBITDA: Our EBITDA increased by 164.33% to ₹ 191.85 million in fiscal 2018 from ₹ 72.58 million in fiscal 2017, due to addition of 4 major clients in the latter half of the previous financial year 2017-18. The Company was able to cater to additional ~ 200 outlets in the Food Services Market thus utilizing the idle capacity and generating additional revenue and profits at a higher rate. The existing customers organic growth also influenced the revenue and margins at higher rate.

Further, the Company initiated significant measures for cost optimization and overall cost savings leading to better margins.

Finance costs: Our finance costs decreased by 7.45% to ₹ 97.30 million in fiscal 2018 from ₹ 105.13 million in fiscal 2017. Decrease in finance costs was mainly due to decrease in interest expenses from ₹ 103.19 million in fiscal 2017 to ₹ 91.03 million in fiscal 2018 due to foreclosure of certain loans. This decrease was partially offset by increase in other finance costs such as bank charges, processing charges, foreclosure charges from ₹ 1.94 million in fiscal 2017 to ₹ 6.27 million in fiscal 2018.

Depreciation and amortisation expense: Our depreciation and amortisation expense slightly increased by 0.67% to ₹ 147.34 million in fiscal 2018 from ₹ 146.36 million in fiscal 2017.

Loss before tax: Our restated loss before tax decreased by 70.49% to ₹ (52.79) million in fiscal 2018 from ₹ (178.91) million in fiscal 2017, due to the reasons mentioned above.

Tax expenses:

Current tax: We recorded a reversal of current tax of ₹ 0.41 million in fiscal 2018 due to higher tax being recorded in earlier years.

Deferred tax: We recorded a deferred tax benefit of ₹ 83.80 million for fiscal 2018 as compared to a deferred tax benefit of ₹ 16.78 million for fiscal 2017. This increase was primarily due to recognition of DTA on business losses with a virtual certainty that the same will be recovered in future years.

Profit after tax for the year, as Restated: Due to the factors mentioned above, our profit after tax changed by 119.38% from a loss of ₹ (162.13) million in fiscal 2017 to a profit of ₹ 31.42 million in fiscal 2018.

Other Comprehensive Income: We recorded a total other comprehensive income of ₹ 2.17 million in fiscal 2018 as compared to a total other comprehensive income of ₹ 0.64 million in fiscal 2017. This was primarily due to re-measurement of the net defined benefit obligation and income tax on such items.

Total Comprehensive Income for the year: As a result of the factors outlined above, our total comprehensive income for the year changed by 120.80% from loss of ₹ (161.49) million in fiscal 2017 to profit of ₹ 33.59 million in fiscal 2018.

- **Fiscal 2017 Compared to Fiscal 2016**

Total Revenue

Our total revenue increased by 44.17% to ₹ 2,297.22 million in fiscal 2017 from ₹ 1,593.37 million in fiscal 2016 due to the factors described below:

Revenue from operations: Our revenue from operations increased by 43.23% to ₹ 2,256.64 million in fiscal 2017 from ₹ 1,575.56 million in fiscal 2016. The increase in revenue from operations was pursuant to amendment in contractual terms with one of the customer wherein all the business and commercial risks relating to sales and inventory was passed on to the Company resulting in recording of ₹ 815.59 million sales of food and non-food items

in fiscal 2017 as against nil in fiscal 2016. Further such change also resulted in decrease in revenue from distribution services from ₹ 105.89 million in fiscal 2016 to ₹ 60.77 million in fiscal 2017. Further our revenue from cold storage-warehousing services also increased from ₹ 48.99 million in fiscal 2016 to ₹ 71.82 million in fiscal 2017 due to better utilizations of our warehousing capacities and increase in smaller businesses. The increase was offset by decrease in transportation revenue from ₹ 1,415.95 million in fiscal 2016 to ₹ 1,305.75 million in fiscal 2017 due to loss of certain clients. Further our other operating revenues comprising of scrap sales & service income decreased from ₹ 4.73 million in fiscal 2016 to ₹ 2.71 million in fiscal 2017.

Other income: Our other income increased by 127.85% to ₹ 40.58 million in fiscal 2017 from ₹ 17.81 million in fiscal 2016. This increase was primarily due to increase in net gain on sale of investments from ₹ 0.09 million in fiscal 2016 to ₹ 11.18 million in fiscal 2017, increase in gain on fair valuation of investments from ₹ 1.10 million in fiscal 2016 to ₹ 6.37 million in fiscal 2017, increase in interest income on bank deposits from ₹ 0.44 million in fiscal 2016 to ₹ 4.59 million in fiscal 2017, amongst others. The increase was offset by mainly decrease in excess provision written back of ₹ 3.52 million in fiscal 2016 to Nil in fiscal 2017, miscellaneous income from ₹ 1.21 million in fiscal 2016 to ₹ 0.31 million in fiscal 2017, amongst others.

Total Expenses

Our total expenses increased by 47.56% to ₹ 2,476.13 million in fiscal 2017 from ₹ 1,678.00 million in fiscal 2016, due to the factors described below:

Purchase of traded goods: Corresponding to increase in revenue due to amendment in contractual terms with one of the customer wherein all the business and commercial risks relating to sales and inventory was passed on to the Company, the purchase of traded goods was also passed on. Such contracts resulted in ownership of inventory with our Group and hence purchase of traded goods amounted to ₹ 741.70 million in fiscal 2017 as compared to Nil in fiscal 2016.

Changes in inventories of stock-in-trade: Our changes in inventories of stock-in-trade amounted to ₹ (5.31) million in fiscal 2017 as against Nil in fiscal 2016.

Employee benefits expense: Our employee benefits expense decreased by 0.12% to ₹ 92.24 million in fiscal 2017 from ₹ 92.35 million in fiscal 2016. Though there was no major change in our overall employee benefit expenses, however our salaries, wages & bonus expenses slightly increased from ₹ 84.02 million in fiscal 2016 to ₹ 86.97 million in fiscal 2017. However our contribution to provident and other fund expenses decreased to ₹ 4.68 million in fiscal 2017 from ₹ 6.52 million in fiscal 2016 and staff welfare expenses decreased from ₹ 1.81 million in fiscal 2016 to ₹ 0.59 million in fiscal 2017.

Other expenses: Our other expenses increased by 5.26% to ₹ 1,396.01 million in fiscal 2017 from ₹ 1,326.25 million in financial year 2016. This increase was mainly due to increase in our freight & forwarding expenses from ₹ 277.76 million in fiscal 2016 to ₹ 349.15 million in fiscal 2017 and accounting of loss on fair valuation of CCPS of ₹ 23.71 million in fiscal 2017, amongst others. The increase was offset by decrease in provision for doubtful debts & advances from ₹ 11.32 million in fiscal 2016 to NIL in fiscal 2017, irrecoverable debts/ advances written off from ₹ 18.25 million in fiscal 2016 to ₹ 0.58 million in fiscal 2017, rent & hire charges from ₹ 49.36 million in fiscal 2016 to ₹ 37.87 million in fiscal 2017, amongst others.

EBITDA: Our EBITDA decreased by 58.47% to ₹ 72.58 million in fiscal 2017 from ₹ 174.77 million in fiscal 2016, mainly due to loss of fair valuation of CCPS by 23.71 million and increase in freight and forwarding expenses from 277.76 million to 349.15 million.

Finance costs: Our finance costs decreased by 9.94% to ₹ 105.13 million in fiscal 2017 from ₹ 116.73 million in fiscal 2016. The decrease was mainly due to decrease in interest expenses from ₹ 114.09 million in fiscal 2016 to ₹ 103.19 million in fiscal 2017 and decrease in other borrowing costs from ₹ 2.64 million in fiscal 2016 to ₹ 1.94 million in fiscal 2017. This was due to closure of invoice discounting facility of ₹ 70.00 million in September 2016.

Depreciation and amortisation expense: Our depreciation and amortisation expense slightly increased by 2.59% to ₹ 146.36 million in fiscal 2017 from ₹ 142.67 million in fiscal 2016.

Loss before tax: Our restated loss before tax increased by 111.40% to ₹ (178.91) million in fiscal 2017 from ₹ (84.63) million in fiscal 2016, due to the reasons mentioned above.

Tax expenses:

Current tax: We recorded a tax expense of Nil in fiscal 2017 as compared to ₹ 1.83 million in fiscal 2016.

Deferred tax: We recorded a deferred tax benefit of ₹ 16.78 million for fiscal 2017 as compared to a deferred tax charge of ₹ 5.62 million for fiscal 2016. This increase was primarily due to increase in deferred tax asset on unabsorbed depreciation and business losses.

Loss after tax for the year, as Restated: Due to the factors mentioned above, our loss after tax increased by 76.08% from a loss of ₹ (92.08) million in fiscal 2016 to a loss of ₹ (162.13) million in fiscal 2017.

Other Comprehensive Income: We recorded a total other comprehensive income of ₹ 0.64 million in fiscal 2017 as compared to a total other comprehensive income of ₹ 1.51 million in fiscal 2016. This was primarily due to re-measurement of the net defined benefit obligation and income tax on such items.

Total Comprehensive Loss for the year: As a result of the factors outlined above, our total comprehensive loss for the year increased by 78.30% from loss of ₹ (90.57) million in fiscal 2016 to loss of ₹ (161.49) million in fiscal 2017.

- **Liquidity and Capital Resources**

Over the past three years, we have been able to finance our working capital requirements through cash generated from our operations, bank loans and net worth. We have relied on cash from internal resources, Issue of shares and loans from banks and others to finance the working capital requirement and expansion of our business and operations. We believe that after taking into account the IPO Proceeds, expected cash to be generated from our business and operations and the proceeds from our bank loans, we have sufficient working capital for our present requirements and anticipated requirements for capital expenditures and other cash requirements for 12 months following the date of this Draft Red Herring Prospectus.

The table below summarises our cash flows from our Restated Financial Information of cash flows for the period ended June 30, 2018 and for the fiscals 2018, 2017 and 2016:

<i>(In ₹ million)</i>				
Particulars	June 30, 2018	March 31, 2018	March 31, 2017	March 31, 2016
Net cash generated from operating activities	46.24	92.29	76.16	137.58
Net cash from/ (used) in investing activities	(8.00)	25.22	136.41	(384.90)
Net cash (used)/generated from financing	(36.23)	(174.68)	(167.17)	264.98
Net (decrease)/increase in cash and cash	2.01	(57.17)	45.40	17.66
Cash and Cash Equivalents at the beginning of the year	19.83	77.00	31.60	13.94
Cash and Cash Equivalents at the end of the	21.84	19.83	77.00	31.60

Operating Activities

Period ended June 30, 2018

Our net cash generated from operating activities was ₹ 46.24 million for the period ended June 30, 2018 as a result of total cash generated from operations of ₹ 49.39 million which was partially offset by payment of income tax paid of ₹ 3.15 million. Our operating profit before working capital changes was ₹ 76.48 million in financial year 2018, which was primarily adjusted by increase in current and non-current loans of ₹ 0.27 million, increase in inventories of ₹ 14.16 million, increase in other financial assets of ₹ 27.36 million, decrease in other assets of ₹ 9.33 million which was mainly due to decrease in advance to vendor, increase in trade receivables of ₹ 12.88 million due to increase in operations of company, decrease in other financial liabilities of ₹ 1.59 million, increase in provisions of ₹ 0.32 million, increase in other liabilities of ₹ 14.51 million and increase in trade payables of ₹ 5.02 million.

Financial year 2018

Our net cash generated from operating activities was ₹ 92.29 million in financial year 2018 as a result of total cash generated from operations of ₹ 118.44 million which was partially offset by payment of income tax paid of ₹ 26.15 million. Our operating profit before working capital changes was ₹ 123.30 million in financial year 2018, which was primarily adjusted by increase in current and non-current loans of ₹ 3.78 million, decrease in inventories of ₹ 75.52 million due to change of contractual terms with one of our client, decrease in other financial assets of ₹ 11.18 million, decrease in other assets of ₹ 33.21 million which was mainly due to decrease in advance to vendor, increase in trade receivables of ₹ 82.29 million due to increase in operations of company, increase in other financial liabilities of ₹ 4.03 million, decrease in provisions of ₹ 2.12 million, increase in other liabilities of ₹ 2.04 million and decrease in trade payables of ₹ 42.65 million due to change of contractual terms with one of our client.

Financial year 2017

Our net cash generated from operating activities was ₹ 76.16 million in financial year 2017 as a result of total cash generated from operations of ₹ 84.54 million which was partially offset by payment of income tax paid of ₹ 8.38 million. Our operating profit before working capital changes was ₹ 53.96 million in financial year 2017, which was primarily adjusted by increase in current and non-current loans of ₹ 4.77 million, increase in inventories of ₹ 26.99 million, increase in other financial assets of ₹ 12.15 million, increase in other assets of ₹ 56.07 million mainly due to increase in advance to vendors, decrease in trade receivables of ₹ 4.92 million, decrease in other financial liabilities of ₹ 1.29 million, increase in provisions of ₹ 2.06 million, decrease in other liabilities of ₹ 19.04 million and increase in trade payables of ₹ 143.90 million.

Financial year 2016

Our net cash generated from operating activities was ₹ 137.58 million in financial year 2016 as a result of total cash generated from operations of ₹ 152.47 million which was partially offset by payment of income tax paid of ₹ 14.89 million. Our operating profit before working capital changes was ₹ 180.16 million in financial year 2016, which was primarily adjusted by increase in current and non-current loans of ₹ 0.79 million, increase in inventories of ₹ 32.04 million, increase in other financial assets of ₹ 1.83 million, increase in other assets of ₹ 36.84 million due to increase in advance to vendors, increase in trade receivables of ₹ 61.90 million, increase in other financial liabilities of ₹ 14.94 million, increase in provisions of ₹ 5.85 million, increase in other liabilities of ₹ 20.09 million and increase in trade payables of ₹ 64.83 million.

Investing Activities

Period ended June 30, 2018

Net cash used in investing activities was ₹ 8.00 million for the period ended June 30, 2018. This was primarily on account of purchase of property, plant and equipments and capital advances of ₹ 17.45 million. This amount was partly offset by interest received of ₹ 3.25 million and proceeds from sale of property, plant and equipments of ₹ 6.20 million.

Financial year 2018

Net cash generated from investing activities was ₹ 25.22 million in financial year 2018. This was primarily on account of interest received of ₹ 5.93 million, proceeds from sale of investments of ₹ 51.35 million and proceeds received from sale of property, plant and equipments of ₹ 18.00 million. This amount was partly offset by purchase of property, plant and equipments and capital advances of ₹ 50.06 million.

Financial year 2017

Net cash generated from investing activities was ₹ 136.41 million in financial year 2017. This was primarily on account of interest received of ₹ 6.03 million, proceeds from sale of investments of ₹ 376.74 million, proceeds received from sale of property, plant and equipment of ₹ 5.73 million. This amount was partly offset by purchase of fixed assets of ₹ 86.71 million, investment in mutual funds of ₹ 150.00 million, purchase of investment of ₹ 12.50 million and movement in fixed deposits and margin money of ₹ 2.88 million.

Financial year 2016

Net cash used in investing activities was ₹ 384.90 million in financial year 2016. This was primarily on account of purchase of property, plant and equipment and capital advances of ₹ 117.67 million, purchase of intangible assets of ₹ 1.15 million, investments in mutual funds of ₹ 330.00 million. The amount was offset by interest received of ₹ 3.23 million, proceeds from sale of investments of ₹ 52.50 million, proceeds received from sale of assets of ₹ 3.12 million and maturity of fixed deposits of ₹ 5.07 million.

Financing Activities

Period ended June 30, 2018

Net cash used in financing activities in for the period ended June 30, 2018 was ₹ 36.23 million which primarily consisted of repayment of long term loans of ₹ 9.85 million, repayment of short term borrowings of ₹ 0.37 million and finance costs paid of ₹ 26.01 million.

Financial year 2018

Net cash used in financing activities in financial year 2018 was ₹ 174.68 million which primarily consisted of repayment of long term loans of ₹ 98.18 million, repayment of short term borrowings of ₹ 0.66 million and finance costs paid of ₹ 100.82 million. This was partially offset by proceeds from issue of share capital of ₹ 0.05 million and proceeds from long term borrowings of ₹ 24.93 million.

Financial year 2017

Net cash used in financing activities in financial year 2017 was ₹ 167.17 million which primarily consisted of repayment of long term loans of ₹ 118.13 million, repayment of short term borrowings of ₹ 0.61 million, finance costs paid of ₹ 80.20 million and expenses incurred on issue of CCPS of ₹ 1.69 million. This was partially offset by proceeds from long term borrowings of ₹ 33.46 million.

Financial year 2016

Net cash generated from financing activities in financial year 2016 was ₹ 264.98 million which primarily consisted of proceeds from long term borrowings of ₹ 551.30 million. This was offset by repayment of long term loans of ₹ 163.95 million, payment of short term borrowings of ₹ 5.50 million and finance costs paid of ₹ 116.87 million.

• **Borrowings**

As on June 30, 2018, the total outstanding borrowings of our Company aggregated to ₹ 1,027.03 million, which includes long-term borrowings of ₹ 557.21 million, short-term borrowings of ₹ 420.56 million and current maturities of long term debt of ₹ 49.26 million. As on June 30, 2018 our debt to equity ratio was 4.60. However, post conversion of CCPS on August 2, 2018, the adjusted debt to equity ratio as on June 30, 2018 shall be 0.99. For further details, please see the chapter titled, "Financial Indebtedness" beginning on page 201" of this Draft Red Herring Prospectus.

Secured Borrowings

Long term borrowings (excluding current maturities of long term debt)

<i>(₹ in million)</i>	
Particulars	June 30, 2018
Secured	
From Banks	15.98
From financial institutions	43.43
Total	59.41

Short term borrowings

<i>(₹ in million)</i>	
Particulars	June 30, 2018
Secured	
Cash Credit, rupee loans from Banks	419.56
Total	419.56

Current maturities of long term debt*(₹ in million)*

Particulars	June 30, 2018
Secured	
Current maturities of long term borrowings	46.77
Total	46.77

Unsecured Borrowings:**Long term borrowings (excluding current maturities of long term debt)***(₹ in million)*

Particulars	June 30, 2018
Compulsorily convertible preference shares	405.02
Long term finance lease obligations	92.78
Total	497.80

Note: The Company has converted the above CCPS into Equity Shares on August 2, 2018. For further details, please see the chapter titled “Capital Structure” beginning on page 67 of this DRHP.

Short term borrowings*(₹ in million)*

Particulars	June 30, 2018
Loan from related parties	1.00
Total	1.00

Current maturities of long term debt*(₹ in million)*

Particulars	June 30, 2018
Secured	
Current maturities of long term borrowings	2.49
Total	2.49

In the event, any of our lenders declare an event of default, this could lead to acceleration of our repayment obligations, termination of one or more of our financing agreements or force us to sell our assets, any of which could adversely affect our business, results of operations and financial condition. Some of our financing agreements also include various conditions and covenants that require us to obtain lender consents prior to carrying out certain activities and entering into certain transactions. For further details, see “Financial Indebtedness” and “Risk Factors – Our loan agreements with various lenders have several restrictive covenants and certain unconditional rights in favour of the lenders, which could influence our ability to expand, in turn affecting our business and results of operations. Further as on the date of the Draft Red Herring Prospectus our Company has not received “No-objection” certificate from our lenders to undertake this Offer. Non receipt of such “No-Objection” certificate could lead to noncompliance of the terms of loan agreements entered into by our Company with said lender.” on pages 201 and 38, respectively.

- Related Party Transactions**

We enter into various transactions with related parties in the ordinary course of business. Primarily such transactions include remuneration to directors and KMP, reimbursement of expenses, loans taken, interest paid on loans taken, etc. For further details relating to our Related Party Transactions, see “Annexure VI- Related Party Transactions” on page F-59 under chapter titled “Restated Financial Information” beginning on page 167 of this Draft Red Herring Prospectus.

- **Contingent Liabilities**

As of June 30, 2018, the claims against the Company not acknowledged as debts as disputed by the Company relating to issues of applicability are given below:

(₹ in million)

Particulars	June 30, 2018
Income Tax Liabilities	25.65
Total	25.65

For further information on our contingent liabilities, please see “Annexure VI- Note 45- Contingent liabilities and commitments” on page F-54 under the chapter titled “*Restated Financial Information*” beginning on page 167 of this Draft Red Herring Prospectus.

- **Commitments**

The estimated amounts of contracts remaining to be executed on capital account and not provided for as of June 30, 2018 is ₹ 686.80 million. Annexure VI- Note 45- Contingent liabilities and commitments” on page F-54 under the chapter titled “*Restated Financial Information*” beginning on page 167 of this Draft Red Herring Prospectus

- **Off-Balance Sheet Items**

We do not have any other off-balance sheet arrangements, derivative instruments or other relationships with any entity that have been established for the purposes of facilitating off-balance sheet arrangements.

- **Qualitative Disclosure about Market Risk**

Financial Market Risks

Market risk is the risk of loss related to adverse changes in market prices, including interest rate risk. We are exposed to interest rate risk, inflation and credit risk in the normal course of our business.

Interest Rate Risk

Our financial results are subject to changes in interest rates, which may affect our debt service obligations and our access to funds. As on June 30, 2018, our indebtedness consists of floating rate interest. Since we do not have any forward contracts to hedge against interest rate risk, any upward fluctuations in interest rates may increase the cost of both existing and new debts.

Liquidity risk

Liquidity risk is the risk that we will encounter difficulties in meeting the obligations associated with our financial liabilities that are settled by delivering cash or another financial asset. Our approach to managing liquidity is to ensure, to the extent possible, that we will have sufficient liquidity to meet our liabilities when they are due, under both normal and stressed conditions, without incurring unacceptable losses or risking damage to our reputation. We manage liquidity risk by maintaining adequate reserves, banking facilities and reserve borrowing facilities, by continuously monitoring forecast and actual cash flows, and by matching the maturity profiles of financial assets and liabilities.

Effect of Inflation

We are affected by inflation as it has an impact on the fuel cost, wages, etc. In line with changing inflation rates, we rework our margins so as to absorb the inflationary impact.

Credit Risk

We are exposed to credit risk on monies owed to us by our customers. If our customers do not pay us promptly, or at all, we may have to make provisions for or write-off such amounts.

- **Reservations, Qualifications and Adverse Remarks**

Except as disclosed in “Restated Financial Information” beginning on page 167, there are no reservations, qualifications and adverse remarks by our statutory auditor for the previous three Fiscals.

Details of Default, if any, including therein the Amount Involved, Duration of Default and Present Status, in Repayment of Statutory Dues or Repayment of Debentures or Repayment of Deposits or Repayment of Loans from any Bank or Financial Institution

Except as disclosed in “Restated Financial Information” beginning on page 167, there have been no defaults in payment of statutory dues or repayment of debentures and interest thereon or repayment of deposits and interest thereon or repayment of loans from any bank or financial institution and interest thereon by the Company during the period April 1, 2015 up to March 31, 2018.

- **Material Frauds**

There are no material frauds, as reported by our statutory auditor, committed against our Company, in the last three Fiscals.

- **Unusual or Infrequent Events or Transactions**

As on date, there have been no unusual or infrequent events or transactions including unusual trends on account of business activity, unusual items of income, change of accounting policies and discretionary reduction of expenses.

- **Significant Economic Changes that Materially Affected or are Likely to Affect Income from Continuing Operations**

Indian rules and regulations as well as the overall growth of the Indian economy have a significant bearing on our operations. Major changes in these factors can significantly impact income from continuing operations.

There are no significant economic changes that materially affected our Company’s operations or are likely to affect income from continuing operations except as described in “Risk Factors” beginning on page 24 of this Draft Red Herring Prospectus.

- **Known Trends or Uncertainties that Have Had or are Expected to Have a Material Adverse Impact on Sales, Revenue or Income from Continuing Operations**

Our business has been affected and we expect that it will continue to be affected by the trends identified above in this chapter. Other than as described in the chapter titled “Risk Factors” on page 24 and in this chapter, to our knowledge there are no known trends or uncertainties that are expected to have a material adverse impact on revenues or income of our Company from continuing operations.

- **Future Changes in Relationship between Costs and Revenues, in Case of Events Such as Future Increase in Labour or Material Costs or Prices that will Cause a Material Change are Known**

Other than as described in “Risk Factors” and this section, to our knowledge there are no known factors that might affect the future relationship between cost and revenue.

- **Extent to which Material Increases in Net Sales or Revenue are due to Increased Sales Volume, Introduction of New Products or Services or Increased Sales Prices**

Changes in revenue in the last three financial years are as explained in the part financial year 2018 compared to financial year 2017, financial year 2017 compared to financial year 2016 and financial year 2016 compared to financial year 2015 in this section.

- **Total Turnover of Each Major Industry Segment in Which the Issuer Operates**

The Company has identified two reportable segments i.e. Integrated Distribution (Gross) and Fulfilment Services. Integrated distribution (Gross) segment includes end to end supply chain management service for customers i.e. storage and distribution both. Fulfilment of services relates to elements of supply chain management of respective services i.e. multi-temp cold storages, reefer fleets, distribution of goods etc. on behalf of customers pursuant to contract entered with them. For details of turnover in each reportable segment, please refer “Annexure VI - Note 47- Segment Reporting” of the Restated Consolidated Financial Information on page F-56 under the chapter titled “Restated Financial Information” on page 167 of this DRHP.

- **Competitive Conditions**

We expect competitive conditions in our industry to further intensify as new entrants emerge and as existing competitors seek to emulate our business model and offer similar services. For further details, please see the chapters titled “Risk Factors” and “Our Business” beginning on pages 24 and 118, respectively.

- **Increase in income**

Increases in our income are due to the factors described above in “Management’s Discussion and Analysis of Financial Condition and Results of Operations – Significant Factors Affecting Our Results of Operations and Risk Factors beginning on pages 169 and 24, respectively.

- **Status of any Publicly Announced New Products or Business Segments**

Except as disclosed elsewhere in the DRHP, we have not announced and do not expect to announce in the near future any new products or business segments.

- **Significant Dependence on a Single or Few Suppliers or Customers**

Our top ten customers contribute to 89.89% of our total revenue from operations, for the year ended March 31, 2018.

Our top ten suppliers contribute to 75.13% of our total purchases, for the year ended March 31, 2018.

- **Seasonality of Business**

Some of our customers’ businesses are subject to seasonality, which in turn, affects our business. For further details, please see risk factor no.35 of page 36 of this DRHP.

- **Significant Developments after June 30, 2018 that May Affect Our Results of Operations**

Except as set out in this Draft Red Herring Prospectus and as mentioned below, in the opinion of the Board of Directors of our Company and to our knowledge, no circumstances have arisen since the date of the last financial statements as disclosed in this Draft Red Herring Prospectus which materially or 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.

- Our Company increased authorized share capital from 50,000,000/- divided into 3,650,000 Equity Shares of ₹10/- each and 337,500 CCPS of ₹40/- each to ₹ 150,000,000 divided into 13,650,000 Equity Shares of ₹10/- each and 337,500 CCPS of ₹ 40/- each on July 2, 2018.
- Our Company has allotted 51,37,158 Bonus Shares on July 25, 2018.
- Our Company has converted 3,11,871 CCPS of face value of ₹40 each into 12,47,484 Equity Shares of ₹10 each at a conversion ratio of 4:1 on August 2, 2018.
- Our Company Reclassified authorized share capital from 150,000,000/- divided into 13,650,000 Equity Shares of ₹10/- each and 337,500 CCPS of ₹40/- each to ₹ 150,000,000 divided into 15,000,000 Equity Shares of ₹10/- each on August 10, 2018.

- Our Company has allotted 12,79,649 Bonus Shares on August 10, 2018.

For further details, please see the chapter titled “Capital Structure” beginning on page 67 of the DRHP.

Changes in Accounting Policies and Recent Accounting Pronouncements

We have historically prepared our financial statements in accordance with Indian GAAP. As required under applicable law, our Company transitioned from Indian GAAP to Ind AS and for the purposes of the transition to Ind AS, we have followed the guidance prescribed under Ind AS 101 – First Time Adoption of Indian Accounting Standards with April 1, 2016 being the transition date. For information relating to transition from Indian GAAP to Ind AS, see “Annexure VI – Notes to Restated Consolidated Financial Information – Note 55 First Time Adoption of Ind AS” on page F-63 of this DRHP.

FINANCIAL INDEBTEDNESS

Our Company and our Subsidiaries avail credit facilities in the ordinary course of our business. Pursuant to our Articles of Association, subject to applicable laws, our Board is authorised to borrow sums of money for the purpose of our Company, with or without security, upon such terms and conditions as the Board may think fit which, together with the monies borrowed by the Company (apart from the temporary loans obtained or to be obtained by the Company's banker in the ordinary course of business) shall not exceed the aggregate of paid-up share capital and free reserves of our Company.

As on June 30, 2018 we have outstanding borrowings of ₹ 525.74 million (except CCPS and financial lease obligation) on a consolidated basis. Set forth below is a brief summary of our aggregate outstanding borrowings and secured borrowings.

Category of Borrowing	Sanctioned Amount (₹ in million)	Amount Outstanding as on June 30, 2018 (₹ in million)
FUND BASED		
Secured Loans		
Cash Credit Facilities*	420.00	369.80
Overdraft Facility	50.00	49.76
Term loan (vehicle)**		
Banks	48.55	22.76
Financial institutions	170.25	83.42
Total	688.80	525.74
NON-FUND BASED		
Bank Guarantee	20.00	-
Total	20.00	-

*Cash Credit facilities availed by our Company from Yes Bank ("YBL") includes sublimit of working capital demand loan, sales invoice discounting.

** As on date, our Company has repaid ₹ 0.94 million to banks towards full and final settlement of various outstanding vehicle loans.

Principal terms of the borrowings availed by our Company:

The details provided below are indicative and there may be additional terms, conditions and requirements under the various borrowing arrangements entered into by us.

- Interest:** The interest rate charged for cash credit is 2.00% p.a. ("Spread") over and above 6 months YBL MCLR. Interest rate for the sub-limits working capital demand loan and sales invoice discounting is 1.75% p.a. ("Spread") over and above 3 month YBL MCLR. The commission rate on the Bank Guarantee is 1.50% p.a. plus applicable taxes.

Interest rate for overdraft facility is sum of I-MCLR-1Y and "spread" per annum subject to minimum rate of I-MCLR-1Y+ 2.25% p.a., plus applicable interest tax or other statutory levy, if any, on the principal amount of the loan remains outstanding each day. Interest rate on Term Loan (Vehicles) from Banks range from 9.00% to 11.25% p.a. Interest rate on term loan from Financial Institutions range from 7.60% to 13.00% p.a.

- Security:** Our secured borrowings are secured against

- Exclusive charge on all immovable fixed assets, tangible & intangible assets of the borrower, both present as well as future
- Exclusive charge on all current assets and moveable fixed assets of the borrower, both present and future (except encumbered commercial vehicles)

(c) Mortgage of certain immovable properties of our Companies.

(d) Exclusive charge on commercial vehicles.

(e) Hypothecation of the car purchased out of the loan amount in favour of the bank.

3. **Repayment:** Our cash credit facility is revolving in nature and is available for a period of 12 months, subject to annual review. Further, the sub-limited working capital demand loan is revolving in nature and is available upto a tenure of 6 months with a 2 day cooling period and the sub-limited sales invoice discounting is available for a tenure of 120 days including a grace period of 7 days.

The bank guarantee (Financial and performance) is revolving in nature and is available for a tenure of 12 months. The various term loans taken from banks are payable within 60 months and the term loans taken from other financial institutions are payable between 36 and 59 months.

4. **Key covenants:**

In terms of our facility agreements and sanction letters, we are required to:

- (a) Promoters to retain management (51%) control during the tenure of the YBL Facility.
- (b) Company to route entire cash flow through the YBL account.
- (c) RTO registration of the vehicles to be endorsed in favour of YBL.
- (d) Company to take YBL's prior approval before availing any incremental debt except for vehicle finance loans.
- (e) Company to ensure comprehensive cover against all risks on the security offered for the facilities.
- (f) Company has to undertake that any future fund based working capital finance from other financial institutions/ banks shall not be taken without taking NOC from ICICI Bank.

5. **Events of default:**

In terms of our facility agreements and sanction letters, the following, among others, constitute as events of default:

- (a) failure to pay amounts on the due date;
- (b) Utilization of facilities shall be subject to discretion of the Bank, non-compliance of conditions will lead to defaults.

6. **Personal guarantee**

- Gaurav Jain
- Santosh Jain

Borrowings availed from related party

As on June 30, 2018, in addition to the borrowings availed by us from banks/financial institutions, we have also availed an unsecured loan amounting to ₹1.00 million from Gaurav Jain. However, as on date the same has been repaid.

SECTION VII – LEGAL AND OTHER INFORMATION

OUTSTANDING LITIGATIONS AND MATERIAL DEVELOPMENTS

Except as stated in this section, there are no:

A. (i) criminal proceedings; (ii) actions by statutory or regulatory authorities; (iii) claims relating to direct and indirect taxes; or (iv) Material Litigation (as defined below); involving our Company, Directors, Promoters, Group Company or Subsidiaries. Our Board, in its meeting held on August 21, 2018, determined that outstanding legal proceedings involving the Company, Subsidiaries, Directors and Promoters: (a) where the aggregate amount involved, in such individual litigation exceeds 1% of the consolidated revenue or 1% of the consolidated net worth of the Company, whichever is lower as per Restated Consolidated Financial Information; or (b) where the decision in one litigation is likely to affect the decision in similar litigations, even though the amount involved in such single litigation individually may not exceed 1% of the consolidated revenue or 1% of the consolidated net worth of the Company as per Restated Consolidated Financial Information, if similar litigations put together collectively exceed 1% of the consolidated revenue or 1% of the consolidated net worth of the Company whichever is lower, or (c) litigations whose outcome could have a material impact on the business, operations, prospects or reputation of our Company, will be considered as material litigation ("Material Litigation"). B. (i) litigation or legal actions, pending or taken, by any Ministry or department of the Government or a statutory authority against our Promoters during the last five years; (ii) pending proceedings initiated against our Company for economic offences; (iv) default and non-payment of statutory dues by our Company; (v) inquiries, inspections or investigations initiated or conducted under the Companies Act, 2013 or any previous companies law in the last five years against our Company and Subsidiaries; or (vi) material frauds committed against our Company in the last five years.

C. (i) outstanding Material Dues (as defined below) to creditors; or (ii) outstanding dues to small scale undertakings and other creditors.

Our Board, in its meeting held on August 21, 2018, determined that outstanding dues to creditors in excess of 5% of our Company's consolidated trade payables as per Restated Consolidated Financial Information shall be considered as material dues ("Material Dues"). Details of outstanding dues to creditors (including micro and small enterprises as defined under the Micro, Small and Medium Enterprises Development Act, 2006) as required under the SEBI Regulations have been disclosed on our website at www.coldex.in

Our Company, Directors, Promoters and Subsidiaries have not been declared as wilful defaulters by the RBI or any government authority and there have been no violations of securities laws in the past or pending against them.

LITIGATION INVOLVING OUR COMPANY

A. LITIGATION AGAINST OUR COMPANY

1. Criminal matters

NIL

2. Litigation Involving Actions by Statutory/Regulatory Authorities

NIL

3. Litigation involving Tax Liabilities

(i) Direct Tax Liabilities

Direct tax Proceedings (consolidated)

Sr. No.	Type of Direct Tax	Amount in dispute/ demanded (₹ in million)
1.	Income Tax (Assessment Year 2008 - 09) ⁽¹⁾	13.08
2.	Income Tax (Assessment Year 2009 - 10) ⁽²⁾	9.06
3.	Income Tax (Assessment Year 2010 - 11) ⁽³⁾	4.31

Sr. No.	Type of Direct Tax	Amount in dispute/ demanded (₹ in million)
4.	Income Tax (Assessment Year 2011 - 12) ⁽⁴⁾	1.50
Total		27.95

- (1) Appeal No. ITA No. 30/2013 before the Hon'ble High Court of Madhya Pradesh, Gwalior Bench, in the matter between the Commissioner of Income Tax, Gwalior v. the Company.
- (2) Appeal No. ITA No. 28/2013 before the Hon'ble High Court of Madhya Pradesh, Gwalior Bench, in the matter between the Commissioner of Income Tax, Gwalior v. the Company.
- (3) Appeal No. 40/IT/2013-2014/Gwl before the Commissioner of Income Tax (Appeals), Gwalior, in the matter between the Deputy Commissioner of Income Tax, Gwalior v. the Company.
- (4) Appeal No. 138/IT/2014-2015/Gwl before the Commissioner of Income Tax (Appeals), Gwalior, in the matter between the Additional Commissioner of Income Tax, Gwalior v. the Company.

(ii) Indirect Taxes Liabilities

Indirect tax Proceedings (consolidated)

Sr. No.	Type of Indirect Tax	No. of Cases	Amount in dispute/ demanded (₹ in million)
1.	Sales Tax ⁽¹⁾	1	1.65
Total			1.65

⁽¹⁾ Show Cause Notice dated July 27, 2017 bearing No. 24/ACAT/SD-8/Agra issued by Sales Tax Department, Uttar Pradesh under Section 54(1)(15) of Uttar Pradesh Value Added Tax Act, 2008.

4. Other Pending Litigations

Proceedings under Motor Vehicles Act, 1988:

(a) Miscellaneous Application No. 455/2016 in the matter between Ms. Sheela Devi & ors. v. Company & Ors. filed before the Hon'ble High Court of Madhya Pradesh, Gwalior Bench.

A petition bearing No. 283/14 had been filed before Motor Accident Claim Tribunal, Gwalior ("Tribunal") by Ms. Sheela Devi ("Petitioner") against the Company and others under Sections 140 and 166 of the Motor Vehicles Act, 1988 for claiming a compensation amounting to ₹ 36,25,000/- (Rupees Thirty Six Lakh Twenty Five Thousand only) along with an interest of 12% p.a. on the compensation amount being applicable on it until the complete amount has been paid by the Company, for the death of Petitioner's husband, Mr. Rambabu Rathore caused due to a motor accident by the Company's vehicle. The matter has been filed with the Miyana Police Station bearing Crime No. 69/2013 under Section 304 A of the Indian Penal Code. Vide an order dated January 30, 2016 ("Tribunal Order"), the Tribunal inter-alia awarded an amount of ₹ 5,53,000/- ("Award Amount") to be paid to the Petitioners. Aggrieved by the Tribunal Order, the Petitioner made a Miscellaneous Appeal bearing no. 455/2016 dated May 7, 2016 before the Hon'ble High Court of Madhya Pradesh ("Hon'ble High Court") inter-alia praying to increase the Award Amount by ₹ 2,00,000/-. The matter is pending before the Hon'ble High Court.

(b) Miscellaneous Appeal 375/2014 in the matter between Anita & Ors. v. the Company & Ors. before the Hon'ble High Court of Madhya Pradesh, Gwalior Bench.

A Petition bearing no. 24 of 2012 was filed before Motor Accident Claim Tribunal, Gwalior ("Tribunal") by Ms. Anita ("Petitioner") against the Company and others under Section 166 of the Motor Vehicle Act, 1988 for claiming a compensation amounting to ₹ 22,15,000/- (Rupees Twenty-Two Lakhs Fifteen Thousand only) for the death of her husband, Santosh Kumar caused by the vehicle of the Company. Vide an order dated February 7, 2014 ("Order") the Tribunal inter-alia directed the Company and others to pay ₹ 5,32,000/- (Rupees Five Lakhs Thirty Two Thousand only) ("Awarded Claim") to the Petitioners along with interest at the rate of 6% from the date of petition. Aggrieved by the Order, the Petitioner filed a Miscellaneous Appeal no. 375/2014 before the Hon'ble High Court inter-alia praying an additional claim of ₹ 4,00,000/- (Rupees Four Lakh only) over and above the Awarded Claim along with interest at the rate of 18% from the date of making claim. The matter is pending before the Hon'ble High Court.

(c) Civil M.A No. 213/2002 in the matter between Dhapu and Ors. v. the Company and Ors. before the Rajasthan High Court, Jodhpur.

A petition, bearing no. 239/2000 was filed before the Motor Accidents Claims Tribunal, Bhilwara which later on transferred to Motor Accidents Claims Tribunal, Gulabpara (“**Tribunal**”) by Ms. Dhapu (“**Petitioners**”) against the Company and others for claiming a compensation of ₹ 14,25,000/- (Rupees Fourteen Lakhs Twenty Five Thousand only) (“**Claim Amount**”) for the death of Petitioner’s husband, Kajod Meena due to a motor accident caused by the Company’s vehicle. Vide an order dated May 28, 2011 (“**Impugned Order**”) the Tribunal inter-alia awarded a compensation of ₹ 1,21,500/- (Rupees One Lakh Twenty One Thousand Five Hundred only). Aggrieved by the Impugned Order, the Petitioner made an appeal bearing no. 213/2002 to the Hon’ble High Court of Rajasthan, Jodhpur (“**Hon’ble High Court**”) inter-alia praying to enhance the compensation to the Claim Amount along with interest at the rate of 18% per annum from the date of application till realization of costs throughout. The matter is pending before Hon’ble High Court.

(d) MACP No. 717/2013 filed in the matter between Aabedaben Gandhi v. the Company and ors. before the Motor Accidents Claims Tribunal, Bharuch

A petition bearing no. 717/2013 has been filed before the Motor Accidents Claims Tribunal, Bharuch by Aabedaben Gandhi (“**Petitioner**”) under Section 140 of the Motor Vehicles Act, 1980, for claiming a compensation amounting to ₹ 35,00,000/- (Rupees Thirty Five Lakh only) along with an interest of 18% p.a. until the amount is paid completely, for the death of the Petitioner’s son, Javeenbhai Gandhi caused due to a motor accident by the Company’s vehicle. The matter has been filed in the Vithalpur police station bearing Crime no. 97/2013. The matter is pending before Tribunal.

(e) Claim No. 16/16 in the matter between Rashmi Jain and Ors. v. Company and Ors. before the Motor Accident Claim Tribunal, Gwalior

A Petition bearing No. 16/16 has been filed before the Motor Accident Claims Tribunal, Gwalior (“**Tribunal**”) by Ms. Rashmi Jain (“**Petitioner**”) against the Company, Mr. Gaurav Jain (Director) and others under Section 166 of the Motor Vehicle Act, 1988 for claiming compensation amounting to ₹ 53,00,000/- (Rupees Fifty Three Lakhs only) for the death of Petitioner’s husband, Neeraj Jain caused due to a motor accident by the Company’s vehicle. The matter has been filed with Malanpur Police Station bearing Crime No. 179/2015. The Company vide its reply dated December 11, 2017 has denied and disputed the allegations and claims made by the Petitioner and inter-alia requested the Tribunal to dismiss the case. The matter is pending before the Tribunal.

(f) Claim No. 14/16 in the matter between Pahalwan Singh v. the Company and Anr. before the Trial Court, Shivpuri

A petition bearing Claim No. 14/16 has been filed before Motor Accident Claim Tribunal, Shivpuri (“**Tribunal**”) by Pahalwan Singh (“**Petitioner**”) against the Company and others under Section 166 of the Motor Vehicles Act, 1988, for claiming a compensation of ₹ 22,00,000/- (Rupees Sixteen Lakh only) along with interest at the rate of 9% per annum, for the injuries sustained by Petitioner due to a motor accident caused by the Company’s vehicle. The Company vide its reply dated February 2, 2016 has disputed and denied the claim and allegations made by the Petitioner and has inter-alia requested the petition to be dismissed. The matter is pending in the Tribunal.

(g) FAFO 91/2016 between Ganga Prasad v. the Company and Anr. before the High court of Allahabad, Lucknow bench

A petition bearing no. 148/2014 was filed before the Motor Accidents Claims Tribunal, Faizabad (“**Tribunal**”) by Ganga Prasad (“**Petitioner**”) against the Company and others under Section 166 of Motor Vehicles Act, 1988 for claiming compensation amounting to ₹ 38,90,500/- (Rupees Thirty Eight Lakh Ninety Thousand Five Hundred only) for the death of Dharendra Pratap Singh caused due to a motor accident by the Company’s vehicle. Vide an order dated July 31, 2015 (“**Impugned Order**”) awarded ₹ 8,48,000/- (“**Award Amount**”) along with the interest at the rate of 7% per annum. Aggrieved with the Impugned Order, the Petitioner filed an appeal before the Hon’ble High Court of Allahabad, Lucknow Bench inter-alia praying to enhance the Award Amount granted as a compensation by the Tribunal. The matter is pending before the Hon’ble High Court.

- (h) **MACP 50/2017 in the matter between Ms. Sukhvinder Kaur and Others v. the Company and Others before the Motor Vehicle Claims Tribunal, Jagadhri.**

A Petition bearing No. 50/2017 has been filed before Motor Vehicle Claims Tribunal, Jagadhri (“**Tribunal**”) by Ms. Sukhvinder Kaur (“**Petitioner**”) against the Company and others under Section 166 of the Motor Vehicle Act, 1988 for claiming compensation amounting to ₹ 80,00,000/- (Rupees Eighty lakhs only) for the death of her husband, Sukhdev Singh caused due to a motor accident by the Company’s vehicle. An FIR bearing No. 0232 filed in the Police Station of Sahnewal District under Section 279, 304 A and 427 of Indian Penal Code. The Company vide its reply dated October 28, 2017 has denied and disputed the allegations and claims made by the Petitioner and inter-alia requested the Tribunal to dismiss the case. The matter is pending before the Tribunal.

- (i) **MACT OP-910/2017 in the matter between Ms. Sheefa (Minor represented by its father Washington as guardian) v. the Company and Anr before the Motor Vehicle Claims Tribunal, Madras.**

A Petition bearing No. 910/2017 has been filed before the Motor Vehicle Claims Tribunal, Madras (“**Tribunal**”) by Ms. Sheefa against the Company and United India Insurance Company Limited under Sections 166 of the Motor Vehicle Act, 1988 for claiming compensation amounting to ₹ 65,00,000/- (Rupees Sixty Five Lakhs only) for bodily injuries sustained by the Petitioner caused due to a motor accident by the Company’s vehicle. An FIR has filed in the TK Police Station bearing no. 470/2016 under Section 279, 337 and 338 of Indian Penal Code. The matter is pending before the Tribunal.

- (j) **MACT- 911/2017 in the matter between Ms. Shyny (Minor represented by its father Ramesh as guardian) v. the Company and Anr before the Motor Vehicle Claims Tribunal, Madras.**

A Petition bearing No. 911/2017 has been filed before the Motor Vehicle Claims Tribunal, Madras (“**Tribunal**”) by Ms. Shyny (Minor represented by its father Ramesh as a guardian), against the Company and United India Insurance Company Limited under Section 166 of the Motor Vehicle Act, 1988 for claiming compensation amounting to ₹ 5,00,000/- (Rupees Five Lakhs only) for bodily injuries sustained by the Petitioner caused due to a motor accident by the Company’s vehicle. An FIR has filed in TK Police Station bearing no. 470/2016 under Section 279, 337 and 338 of Indian Penal Code. The matter is pending before the Tribunal.

- (k) **M.V.C. No. 542/2017 in the matter between Ms. Sumavathi and Others v. the Company and Others before the III Additional Senior Civil Judge, Mangaluru.**

An application bearing No. 542/2017 has been filed before the III Additional Senior Civil Judge, Mangaluru (“**Court**”) by Ms. Sumavathi (“**Petitioner**”) against the Company and Future Generali India Insurance Company Limited under Section 166 of the Motor Vehicle Act, 1988, for claiming compensation amounting to ₹ 30,00,000/- (Rupees Thirty Lakhs only) for the death of her husband caused due to a motor accident by the Company’s vehicle. The matter is pending before the Court.

- (l) **MCOP 100/2017 in the matter between Mary v. the Company and Others before the Motor Vehicle Claims Tribunal, Trivellore.**

A petition bearing no M.C.O.P. No. 100 of 2017 has been filed before the Motor Accident Claims Tribunal (Sub Court) Trivellore by Mary (“**Petitioner**”) against the Company and others under Section 166 of the Motor Vehicles Act, 1988 for claiming compensation amounting to ₹20,00,000/- (Rupees Twenty Lakhs only) along with interest at the rate of 12% per annum for the bodily injuries sustained to the Petitioner’s minor daughter Sunita caused due to a motor accident by the Company’s vehicle. The matter has been filed with B-2 Thiruvallur Taluk Police Station bearing Crime No. 470/2016. The matter is pending before the Tribunal.

- (m) **M.C.O.P – 885/2017 in the matter between Ms. Chitra v. the Company & Ors. before Motor Accidents Claim Tribunal, Trichirappalli.**

A Petition bearing No. 885/17 has been filed before Motor Accidents Claim Tribunal, Trichirappalli (“**Tribunal**”) by Ms. Chitra (“**Petitioner**”) against the Company and others under Section 166 of the Motor Vehicle Act, 1988 for claiming compensation amounting to ₹ 18,00,000/- (Rupees Eighteen Lakhs only) for bodily injuries sustained by the Petitioner caused due to a motor accident by the Company’s vehicle. The matter has been filed with Tindivanam Police Station bearing crime no. 2/2017. The matter is pending before the Tribunal.

- (n) **M.C.O.P No. 881/2017 in the matter between Ramesh v. the Company and Others before the Motor Vehicle Claims Tribunal, Trichirappalli.**

A Petition bearing No. 881/2017 has been filed before the Motor Vehicle Claims Tribunal, Trichirappalli (“**Tribunal**”) by Mr. Ramesh (“**Petitioner**”) against the Company and others under Section 166 of the Motor Vehicle Act, 1988 for claiming compensation amounting to ₹ 18,00,000/- (Rupees Eighteen Lakhs only) for causing permanent disability of the Petitioner caused due to a motor accident by the Company’s vehicle. An F.I.R No. 2/2017 has been filed in the Tindivanam police station. The matter is pending before the Tribunal.

- (o) **M.C.O.P No. 880/2017 in the matter between Ms. Krithana Devi (minor represented by Father Ramesh as a guardian) v. the Company and Others before Motor Accidents Claim Tribunal, Trichirappalli.**

A Petition bearing No. 880/17 has been filed before Motor Accidents Claim Tribunal, Trichirappalli (“**Tribunal**”) by Ms. Krithana Devi, (Minor) (“**Petitioner**”) against the Company and others under Section 166 of the Motor Vehicle Act, 1988 for claiming compensation amounting to ₹ 18,00,000/- (Rupees Eighteen Lakhs only) for bodily injuries sustained by the Petitioner caused due to a motor accident by the Company’s vehicle. The matter has been filed with Tindivanam Police Station bearing Crime No. 2/2017. The matter is pending before the Tribunal.

- (p) **O. P. (MV) No. 49/2015 in the matter between Ms. Mridula Devi v. the Company and Others before the Motor Vehicle Claims Tribunal, Munger.**

A Petition bearing No. 49/2015 has been filed before the Motor Vehicle Claims Tribunal, Munger (“**Tribunal**”) by Ms. Mridula Devi (“**Petitioner**”) against the Company, Amit Mittal (erstwhile Director), Gaurav Jain (Director) and others under Sections 140 and 166 of the Motor Vehicle Act, 1988 with Rules 226 and 246 of Bihar Motor Vehicle Rules, 1992 for claiming compensation amounting to ₹ 19,95,500/- (Rupees Nineteen Lakhs Ninety Five Thousand and Five Hundred only) with interest at the bank rate of 12%, for the death of her son – Gulshan Kumar caused due to a motor accident by the Company’s vehicle. The matter has been filed with the Bariyapur Police Station bearing Case No. 45/2015 under section 279, 304 A and 337 of the Indian Penal Code. The matter is pending before the Tribunal.

- (q) **F.A.F.O 1058/2015 in the matter between Chanda v. the Company and Anr. before the Hon’ble High Court of Allahabad, Lucknow Bench**

A petition bearing no. 149/2014 was filed before Motor Claim Accident Tribunal, Faizabad (“**Tribunal**”) by Chanda (“**Petitioner**”) against the Company and others under Section 166 of the Motor Vehicle Act, 1988 for claiming compensation amounting to ₹ 25,70,000/- (Rupees Twenty Five Lakhs Seventy Thousand only) for the death of her daughter, Divyashi caused due to a motor accident by the Company’s vehicle. Vide an order dated April 4, 2015 (“**Impugned Order**”), the Tribunal awarded an amount of ₹ 1,92,000/- (Rupees One Lakh Ninety Two Thousand only) (“**Awarded Amount**”) along with interest at the rate of 7% per annum. Aggrieved by the Impugned Order, the Petitioner made an appeal to the Hon’ble High Court of Allahabad, Lucknow Bench (“**Hon’ble High Court**”) inter-alia praying to enhance the Awarded Amount given as a compensation by the Tribunal. The matter is pending before the Hon’ble High Court.

- (r) **Miscellaneous Appeal bearing No. 2210/2018 in the matter between Anil Tailor v. the Company and Ors. before the High Court of Madhya Pradesh, Indore Bench**

A petition bearing No. 38/13 had been filed before Motor Accident Claim Tribunal, Rajgarh (“**Tribunal**”) by Mr. Anil Tailor (“**Appellant**”) against the Company and others under for claiming a compensation amounting to ₹ 38,32,000/- (Rupees Thirty Eight Lakhs Thirty Two Thousand only) along with an interest of 24 % p.a. on the compensation amount being applicable on it until the complete amount has been paid by the Company, for the injury caused to the Appellant caused due to a motor accident by the Company’s vehicle. The matter has been filed with the Sarangpur Police Station bearing Crime No. 614/2011. Vide an order dated November 15, 2016 (and thereafter correction made in the Tribunal Order by order dated February 6, 2018) (“**Tribunal Order**”), the Tribunal inter-alia awarded an amount of ₹ 4,63,982/- (“**Award Amount**”) to be paid to the Appellant. Aggrieved by the Tribunal Order, the Appellant made a Miscellaneous Appeal bearing no. 2210/2018 dated April 27, 2018 before the Hon’ble High Court of Madhya Pradesh, Indore Bench (“**Hon’ble High Court**”) inter-alia praying to increase the Award Amount by ₹ 4,00,000/-. The matter is pending before the Hon’ble High Court.

- (s) **MAC No. 159/2017 in the matter of Madhav Patel v. the Company and Ors. filed before the Motor Accident Claims Tribunal, Khandwa**

A petition bearing no. 159/2017 has been filed before Motor Accident Claim Tribunal, Khandwa (“**Tribunal**”) by Madhav Patel (“**Petitioner**”) against the Company and others under sections 140 and 166 of the Motor Vehicles Act, 1988, for claiming a compensation amounting to ₹ 26,25,000/- (Rupees Twenty Six Lakhs Twenty Five Thousand only) along with interest at the rate of 12% per annum, for the injuries sustained by Petitioner due to a motor accident caused by the Company’s vehicle. The case has been filed in Chaigavamakhan Police Station bearing Crime No. 207/2016. The matter is pending before the Tribunal.

- (t) **MVC 205/2017 in the matter between Manjunath & Ors. v. the Company and Anr. before the Court of Senior Civil Judge and Additional MACT, Sirsi**

A petition bearing no. 205/2017 has been filed before Court of Senior Civil Judge and Additional MACT, Sirsi (“**Tribunal**”) by Manjunath & Ors. (“**Petitioner**”) against the Company and Anr. under Section 166 of the Motor Vehicles Act, 1988, for claiming a compensation amounting to ₹ 98,00,000/- (Rupees Ninety Eight Lakhs only) along with interest at the rate of 18% per annum from the date of accident, for the death of the Petitioner’s son, Mahesh due to a motor accident caused by the Company’s vehicle. The case has been filed in Sagar Rural Police Station bearing Crime No. 534/2016. The matter is pending before the Tribunal.

- (u) **MAC No. 136/2017 in the matter of Rukmadevi and Ors. v. the Company and Ors. filed before the Motor Accident Claims Tribunal, Jaitaran, Pali**

A petition bearing no. 136/2017 has been filed before Motor Accident Claim Tribunal, Jaitaran, Pali (“**Tribunal**”) by Rukmadevi and Ors. (“**Petitioner**”) against the Company and others under Sections 140 and 166 of the Motor Vehicles Act, 1988, for claiming a compensation amounting to ₹ 56,25,000/- (Rupees Fifty Six Lakhs Twenty Five Thousand only) along with interest at the rate of 18% per annum, for the death of the Petitioner’s husband, Nathuram due to a motor accident caused by the Company’s vehicle. The case has been filed in Beawar Sadar Police Station. The matter is pending before the Tribunal.

- (v) **M.V.C No. 943 of 2018 in the matter between Ms. Veena and Ors. v. Gaurav Jain (Director) and Anr. before Motor Accident Claim Tribunal, Bangalore.**

A petition bearing no. 943/2018 has been filed before the Motor Accidents Claims Tribunal, Bangalore by Ms. Veena (“**Petitioner**”) under Section 166 of the Motor Vehicles Act, 1980, for claiming a compensation amounting to ₹ 5,00,00,000/- (Rupees Five Crore only) for the death of the Petitioner’s husband, Vijay Kumar caused due to a motor accident by the Company’s vehicle. The matter has been filed in the Nelamangala police station bearing Crime no. 004/2018. The Company vide its reply dated June 20, 2018 denying the claims made by the Petitioner and inter-alia prayed to dismiss the petition. The matter is pending before Tribunal.

- (w) **MACP No. 119/2018 in the matter between Hema Devi v. the Company and Anr. before District and Sessions Court, Ludhiana.**

A petition bearing no. 119/2018 has been filed before the District and Sessions Court, Ludhiana by Ms. Hema Devi (“**Petitioner**”) under Section 166 of the Motor Vehicles Act, 1980, for claiming a compensation amounting to ₹ 50,00,000/- (Rupees Fifty Lakhs only) for the death of the Petitioner’s husband, Hem Raj Bhandari caused due to a motor accident by the Company’s vehicle. The matter has been filed in the Moti Nagar, Ludhiana police station bearing Crime no. 0035/2018. The matter is pending before Tribunal.

- (x) **MVC No. 1003/2017 in the matter between Rekha Gowda and Ors. v. Jaipal Singh and Ors. before Motor Accident Claim Tribunal, Shivmoga**

A petition bearing 1003/2017 has been filed before Motor Accident Claim Tribunal, Shivmoga (“**Tribunal**”) by Rekha K Gowda (“**Petitioner**”) against the Company for a compensation amounting to. 82,00,000 (Rupees Eighty Two Lakhs only) for the death caused due to a motor accident caused by the Company’s vehicle. The matter has been filed in the Sagar rural police station bearing Crime no. 534/2016. The matter is pending before the Tribunal

(y) **MVC 145/2017 in the matter between Shobha Santoshkumar Gowda and Ors. v. Santosh Kumar Mishra (Manager of the Company) and Anr. before Motor Accident Claim Tribunal, Karwar**

A petition bearing No. 145/2017 has been filed before Motor Accident Claim Tribunal, Karwar (“**Tribunal**”) by Shobha Santosh Kumar Gowda (“**Petitioner**”) against Santosh Kumar Mishra (“**Respondent**”) for a compensation amounting to. ₹ 60,00,000 (Rupees Sixty Lakh only) for the death caused due to a motor accident caused by the Company’s vehicle. The matter has been filed in the Sagar rural police station bearing Crime no. 534/2016 The matter is pending before the Tribunal

Proceedings for which Notice has not been served upon the Company:

On the basis of records available online, it appears that the cases enlisted below have been filed against the Company. However, the Company has not been served in the matter and is not aware of the cause of action in the matters enlisted below.

Serial no.	Case no.	Court	Case Details
1.	MA 1606/2010	High Court of Madhya Pradesh	Nihal Singh v. Arvind Yadav, M/s Swastik Roadlines Private Limited
2.	MA 37/2018	High Court of Madhya Pradesh	Prem Singh v. Swastik Roadlines Private Limited
3.	MFA 6791/2016	High Court of Karnataka-Bengaluru Bench	Ramesh G v. Swastik Roadlines Private Limited
4.	CM-243-CII-2016	Punjab and Haryana High Court	Manjit Kaur v. Swastik Roadlines Private Limited
5.	CM-244-CII-2016	Punjab and Haryana High Court	Manjit Kaur v. Swastik Roadlines Private Limited and Anr
6.	CM-349-CII-2016	Punjab and Haryana High Court	Veer Kaur and Ors v. Swastik Roadlines Private Limited.
7.	FAO-116-2016	Punjab and Haryana High Court	Manjit Kaur v. Swastik Roadlines Private Limited and Anr
8.	FAO-155-2016	Punjab and Haryana High Court	Manjit Kaur v. Swastik Roadlines Private Limited and Anr
9.	CM-350-CII-2016	Punjab and Haryana High Court	Veer Kaur and Ors v. Swastik Roadlines Private Limited.
10.	FAO-155-2016	Punjab and Haryana High Court	Veer Kaur and Ors v. Swastik Roadlines Private Limited.
11.	Summary Trial/8071/2015	Chief Judicial Magistrate FTC Dehradun	A.R.T.O. v. Swastik Roadlines Private Limited.
12.	M.V.C./1401/2016	PRL. Senior Civil Judge and CJM	Sulabha w/o Mohan Bhise v. Swastik Roadlines Private Limited Gwalior, MP
13.	MCOP/32/2018	Special Sub Court to deal with Mcop case	Minor T. Sowmiya Rept by her father-Natural Guardian Mr. Thiyagarajan v. Swastik Roadlines Private Limited
14.	MCOP/100/2017	Special Sub Court to deal with Mcop case	Minor Sunitha, Rept by her mother S.Meri v. Swastik Roadlines Private Limited.
15.	M.A.C.P./101032/2010	District and Session Court, Thane	Vimal Shankar Lokare v. Swastik Roadlines Private Limited
16.	Summons cases SS/2500640/2018	Chief Metropolitan Magistrate, Mazgaon, Mumbai	RTO v. Swastik Roadlines Private Limited
17.	ECA/2/2015	Sr. Civil Judge and JMFC, Nelamangala	Manu Kumar C.V. v. Swastik Roadlines Private Limited
18.	M.A.C.T/100205/2015	District and Session Judge, Uttar Pradesh	Saiyad Murshid Alam v. Swastik Roadlines Private Limited and others
19.	S.C.C./11083/2017	J.M.F.C. Motor Vehicle Court,	R.T.O v. Swastik Roadlines Private

Serial no.	Case no.	Court	Case Details
		Nasik	Limited
20.	MCOP/100701/2013	Principal District Court, Namakkal	Megarunisa and 4 others v. Swastik Roadlines Private Limited and anr
21.	Claim Cases/630/2013	DJ. Div. Munger, Bihar	Manikant Sharma and others v. Swastik Roadlines Private Limited

B. LITIGATION FILED BY OUR COMPANY

1. Litigation Involving Criminal matters

(a) Case No. 10B/2009 X 2010 between the Company v. Cadbury India Limited and Anr. before the 8th Additional Sessions Court, Gwalior.

The Company had filed a complaint bearing No. 10B/2009 before the 8th Additional Sessions Court (“**Court**”) against M/s Cadbury India Private limited and another (“**Defendants**”) for claiming an amount of ₹ 27,356/- (Rupees Twenty Seven Thousand Three Hundred and Fifty Six only) (“**Claim Amount**”) along with an interest of 18% p.a. on that amount for their default on the payment of Bill no. 3139 dated May 28, 1999 and bill no. 3145 dated July 10, 1999 by Cadbury India Limited. Vide an order dated April 30, 2010 the Court inter-alia directed the Defendants to pay the Claim Amount along with interest at the rate of 6% from the date July 16, 2001. Subsequently, the Company has made an application dated December, 2010 to the Court under Order 21 Rule 11 of Civil Procedure Code for execution of the decree to direct the Defendants to pay ₹ 45,809/- pursuant to the Order. The matter is pending for settlement and payment by the respondent as per the court order.

(b) In the matter between the Company v. State of Madhya Pradesh and Ors before the Magistrate of the First Class, Gwalior.

The Company has filed a complaint before the First Class Magistrate Court (“**Magistrate**”) against Madhya Pradesh State Police, Station Head Officer and others under Sections 379 and 380 of Indian Penal Code, 1860 inter-alia praying to direct the police authorities to investigate the theft of the stolen goods of the Company, to arrest such people involved in the theft and to return them to the Company. The matter is pending before the Magistrate.

(c) Miscellaneous Criminal Case bearing No. MCRC 6499/2017 between the Company v. State and Ors in the Hon’ble High Court, Gwalior.

The Company had filed a criminal complaint before Magistrate of First Class bearing no. 3544 / 12 under Section 138 of Negotiable Instrument Act, 1885 against one Mr. Imtiaz Khan (“**Imtiaz**”) for dishonoring of cheque amounting to ₹ 1,00,000/-. The Magistrate had issued summons to Imtiaz to be present before the Magistrate. Subsequently, the Magistrate declared arrest warrant against Imtiaz and declared him absconding under Section 299 of Code of Criminal Procedure. The Company filed Miscellaneous Criminal Case bearing no. MCRC 6499/2017 before the Hon’ble High Court of Madhya Pradesh, Gwalior Bench (“**High Court**”) against the State of Madhya Pradesh, *inter-alia* praying that the Court should direct the police authorities to arrest Imtiaz and to present him before the Court. The matter is pending before High Court.

2. Litigation Involving Actions by Statutory/Regulatory Authorities

(a) Company Petition No. 357/441/(ND)/2018 dated July 24, 2018 filed in the matter of the Company and Gaurav Jain before the Hon’ble National Company Law Tribunal, New Delhi Bench, New Delhi.

The Company has filed an application dated July 24, 2018 before the Hon’ble National Company Law Tribunal, New Delhi Bench, New Delhi (“**NCLT**”) for compounding the offence of conducting the Annual General Meeting of the Company for the financial year March 31, 2017 (“**AGM**”) after the statutory limit prescribed under Section 96 of the Companies Act, 2013. The delay in convening of AGM was caused due to the corruption of the system data and servers as a result of which the data could not be retrieved from the system. Initially, an extension of time was granted by the Registrar of Companies, NCT of Delhi and Haryana to hold the AGM before November 30, 2017. However, the AGM was subsequently convened on February 22, 2018 leading to a delay of 83 (eighty-three) days. The Company has inter-alia prayed for compounding of the offence committed under Section 96 of the Companies Act, 2013. The matter is pending before NCLT.

- (b) **Case No. RDNR/87/H14480453/2018/7800-7801 dated September 18, 2018 filed in the matter of the Company and Tata Motors Financial Services Limited before the Regional Director, Northern Region, Delhi.**

The Company has filed the petition dated September 18, 2018 before the Regional Director, Northern Region, Delhi pursuant to Section 87 of the Companies Act, 2013 for condonation of delay and seeking extension of time for registration of the particulars of creation of charges for ₹ 13,905,000/-. There has been a delay of 901 days in filing of Form CHG-1 for creation of charge on the loan availed from Tata Motors Financial Services Limited. Vide an Order dated September 28, 2018, the Regional Director condoned the delay in filing of Form CHG-1 subject to payment of ₹ 2,000/- as cost to Registrar of Companies.

3. Litigation involving Tax Liabilities

(i) Direct Tax Liabilities

Sr.No.	Type of Direct Tax	No. of Cases	Amount in dispute/ demanded (₹ in million)
1.	NIL	NIL	NIL

(ii) Indirect Taxes Liabilities

Sr.No.	Type of Indirect Tax	No. of Cases	Amount in dispute/ demanded (₹ in million)
1.	Sales Tax ^{(1)(2)(3) (4)}	4	2.70

- (1) *Petition No. 1838 of 2012 between the Company and Gaurav Jain (Director) v. Sales Tax Officer and Ors before the Honorable West Bengal Taxation Tribunal with respect to dispute amounting to ₹ 4,06,800.*
- (2) *Petition No. 1342 of 2015 between the Company v. Sales Tax Officer and Ors before the Honorable West Bengal Taxation Tribunal with respect to dispute amounting to ₹ 2,61,550/-.*
- (3) *Petition No. 1343 of 2015 between the Company v. Sales Tax Officer and Ors before the Hon'ble West Bengal Taxation Tribunal with respect to dispute amounting to ₹ 3,21,495/-.*
- (4) *Sales Tax Appeal No. BH/CCP/STA-04/17-18 of 2016 between the Company v. State of Bihar before the Commissioner (Appeals), Commercial taxes, Magadh Division, Gaya with respect dispute amounting to ₹ 17,06,940*

4. Other Pending Litigations

Subrogation Proceedings:

- (a) **RFA 1560/2018 between the Company v. Cadbury India Limited and M/s. Royal Sundaram Alliance Insurance Co. Ltd before the Hon'ble High Court of Karnataka.**

Royal Sundaram Alliance Insurance Co. Ltd (“**Respondent No. 2**”) had filed O.S No. 6607/09 before the City Civil Judge, Bengaluru (“**District Court**”) for recovery of ₹ 31,58,769 along with interest at the rate of 12% per annum (“**Claim Amount**”) from the date of the suit till the date of payment from the Company on the ground that the goods of Cadbury India Limited (“**Respondent No. 1**”) was damaged in transit by the Company, and the goods of Respondent No. 1 were insured by with Respondent No. 2. Respondent No. 1 had executed Letter of Subrogation and Special Power of Attorney dated June 22, 2007 in favour of Respondent No. 2. Vide an order dated October 10, 2014 (“**Impugned Order**”), the District Court allowed the suit and passed the decree in favour of the Respondents and Respondent No. 2 is entitled to recover the Claim Amount. Aggrieved by the Impugned Order, the Company filed an application dated November 27, 2014 (“**Review Petition**”) for review under Order 47 Rule 1 read with Sections 114 and 151 of Code of Civil Procedure before City Civil & Session Judge, Bangalore City (“**Court**”) *inter-alia* praying that Impugned Order be reviewed/recalled and set-aside. The Respondents vide its reply dated July 23, 2017 *inter-alia* requested the Court to dismiss the stay application filed by the Company. Vide an order dated March 16, 2018 (“**Review Order**”), the Court dismissed the Review Petition. Aggrieved by the Review Order, the Company has made an appeal to Hon'ble High Court of Karnataka.

Proceedings under Motor Vehicles Act, 1988:

- (a) **MACC/600003/16 in the matter between the Company v. Ms. Kalawati and Ors. before Motor Accidents Claim Tribunal, Morena**

A petition bearing no. 29/2013 had been filed before Motor Accidents Claim Tribunal, Morena (“**Tribunal**”) by Ms. Kalawati (“**Respondent No. 1**”) against the Company and others under Section 166 of the Motor Vehicle Act, 1988 for claiming compensation amounting to ₹ 35,12,000/- (Rupees Thirty Five Lakhs Twelve Thousand only) for the death of her son, Jaswant caused by the motor vehicle of the Company. The insurance company (“**Respondent No. 7**”) filed its reply dated August 21, 2012. The Tribunal issued an ex-parte order dated September 8, 2014 (“**Ex-Parte Order**”) *inter-alia* directing the Company and Respondent No. 7 to pay ₹ 4,61,000/- (Rupees Four Lakh Sixty One Thousand only) along with interest at the rate of 7% from the date April 25, 2012 till the date of payment. According to the Company, it came to the knowledge of the Company only after Respondent No. 3 filed recovery suit against the Company. The Respondent No. 7 has already paid an amount of ₹ 5,23,382/- (“**Awarded Amount**”) to the Respondent No. 1. Aggrieved by the Ex-Parte Order, the Company made an application dated April 11, 2016 to the Tribunal pursuant to Order 9 Rule 13 read with Section 151 of Code of Civil Procedure, 1908 *inter-alia* praying to set aside the Ex-Parte Order and give the Company an opportunity to be heard. Vide an order dated June 24, 2016 the Tribunal *inter-alia* directed the Company to deposit an amount of ₹ 5,23,382/- with a nationalized bank within one month and to furnish an undertaking that it shall pay the Awarded Amount to Respondent No. 7 in the event Company is unsuccessful in defending the case. The matter is pending before the Tribunal.

- (b) **Claim Case No. 12/14 between Gaurav Jain (Director) v. Gayatri and ors. before the Motor Accidents Claims Tribunals, Agra (U.P)**

A petition bearing no. 807 of 2011 was filed before Motor Accident Claim Tribunal, Agra (“**Tribunal**”) by Ms. Gayatri Devi (“**Petitioner**”) against Mr. Gaurav Jain (Director) and others under Section 166 of the Motor Vehicle Act, 1988 for claiming a compensation amounting to ₹ 20,00,000/- (Rupees Twenty Lakhs only) for the death of her husband, Vanay Singh caused by the vehicle of the Company. Vide an ex-parte order dated November 6, 2013 (“**Impugned Order**”) passed by the Tribunal *inter-alia* directed the Company to pay a sum of ₹ 3,88,000/- (“**Awarded Claim**”) to the Petitioners. Aggrieved by the Impugned Order, the Company has moved an application under Order 9 Rule 4 of Code of Civil Procedure, 1908 for restoration of the case. The matter is pending.

LITIGATION INVOLVING OUR DIRECTORS

A. LITIGATION AGAINST OUR DIRECTORS

1. Criminal matters

NIL

2. Litigation Involving Actions by Statutory/Regulatory Authorities

NIL

3. Litigation involving Tax Liabilities

(i) Direct Tax Liabilities

Sr.No.	Type of Direct Tax	No. of Cases	Amount in dispute/ demanded (₹ in million)
1.	NIL	NIL	NIL

(ii) Indirect Taxes Liabilities

Sr.No.	Type of Indirect Tax	No. of Cases	Amount in dispute/ demanded (₹ in million)
1.	NIL	NIL	NIL

4. Other Pending Litigations

- (a) **Appeal bearing no. MCA DJ 8908/2016 in the matter Manjula Pathak Krippendorf v. Preeti Dawra and Anand Prakash before Additional District Judge (South-East), District Courts, Saket;**

(b) **Appeal bearing no. RCA DJ 73/2017 in the matter Manjula Pathak Krippendorf v. Preeti Dawra and Anand Prakash.**

Anand Prakash and Preeti Dawra (“**Plaintiffs**”) had instituted a Suit for permanent injunction bearing Civil Suit No. 83267/2016 against Manjula Pathak Krippendorf (“**Defendant**” or “**Contemnor**”) *inter-alia* seeking directions to restrain Defendant and her agents from interfering with, and obstructing, ingress and egress of Plaintiffs, their tenants, their family members, representatives and visitors, in relation to a property situated in New Delhi (“**Suit Premises**”). Vide judgment and decree dated April 11, 2017 (“**Impugned Judgment**”), the suit was decreed and Defendant and her agents were restrained from locking the main entrance gate of the Suit Premises, and obstructing or interfering with ingress and egress of Plaintiffs, their tenants, their family members, representatives and visitors, in relation to the Suit Premises. Aggrieved by the Impugned Judgment dated April 11, 2017, the Defendant filed an Appeal bearing RCA No. 41/2017 in the against the Impugned Judgment. RCA No. 41/2017 was dismissed vide order and judgment dated July 16, 2018, and the Impugned Judgment was upheld.

Further, contempt orders have been passed against Contemnor on 3 separate occasions dated May 25, 2011, April 7, 2015 and May 9, 2017 by various courts in connection with Civil Suit No. 83267/2016. The Contemnor preferred an Appeal bearing no. MCA DJ 8908/2016 in the matter *Manjula Pathak Krippendorf v. Preeti Dawra and Anand Prakash* against contempt order dated April 7, 2015, which is still pending before Additional District Judge (South-East), District Courts, Saket. Moreover, the Contemnor also preferred an Appeal bearing no. RCA DJ 73/2017 in the matter *Manjula Pathak Krippendorf v. Preeti Dawra and Anand Prakash* against contempt order dated May 9, 2017 which is still pending before Additional District Judge (South-East), District Courts, Saket.

B. LITIGATION FILED BY OUR DIRECTORS

1. Litigation Involving Criminal matters

NIL

2. Litigation Involving Actions by Statutory/Regulatory Authorities

NIL

3. Litigation involving Tax Liabilities

(i) Direct Tax Liabilities

Sr.No.	Type of Direct Tax	No. of Cases	Amount in dispute/ demanded (₹ in million)
1.	NIL	NIL	NIL

(ii) Indirect Taxes Liabilities

Sr.No.	Type of Indirect Tax	No. of Cases	Amount in dispute/ demanded (₹ in million)
1.	NIL	NIL	NIL

4. Other Pending Litigations

Proceedings under Motor Vehicles Act, 1988:

Please refer to Litigation Filed By our Company for cases involving Gaurav Jain, Managing Director on page 210 of this DRHP.

LITIGATION INVOLVING OUR PROMOTERS

A. LITIGATION AGAINST OUR PROMOTERS

1. Litigation Involving Criminal matters

NIL

2. Litigation Involving Actions by Statutory/Regulatory Authorities

NIL

3. Litigation involving Tax Liabilities**(i) Direct Tax Liabilities**

Sr. No.	Type of Direct Tax	No. of Cases	Amount in dispute/ demanded (₹ in million)
1.	NIL	NIL	NIL

(ii) Indirect Taxes Liabilities

Sr. No.	Type of Indirect Tax	No. of Cases	Amount in dispute/ demanded (₹ in million)
1.	NIL	NIL	NIL

4. Other Pending Litigations

Please refer to Litigation Against our Company for cases involving Gaurav Jain, Promoter on page 203 of this DRHP.

B. LITIGATION FILED BY OUR PROMOTERS**1. Litigation Involving Criminal matters**

NIL

2. Litigation Involving Actions by Statutory/Regulatory Authorities

NIL

3. Litigation involving Tax Liabilities**(i) Direct Tax Liabilities**

Sr.No.	Type of Direct Tax	No. of Cases	Amount in dispute/ demanded (₹ in million)
1.	NIL	NIL	NIL

(ii) Indirect Taxes Liabilities

Sr.No.	Type of Indirect Tax	No. of Cases	Amount in dispute/ demanded (₹ in million)
1.	NIL	NIL	NIL

4. Other Pending Litigations

Please refer to Litigation Filed by our Company for cases involving Gaurav Jain, Promoter on page 210 of this DRHP.

LITIGATION INVOLVING OUR SUBSIDIARIES**A. CASES FILED AGAINST OUR SUBSIDIARIES****1. Litigation Involving Criminal matters**

NIL

2. Litigation Involving Actions by Statutory/Regulatory Authorities

NIL

3. Litigation involving Tax Liabilities

(i) Direct Tax Liabilities

Sr. No.	Type of Direct Tax	No. of Cases	Amount in dispute/ demanded (₹ in million)
1.	NIL	NIL	NIL

(ii) Indirect Taxes Liabilities

Sr. No.	Type of Indirect Tax	No. of Cases	Amount in dispute/ demanded (₹ in million)
1.	NIL	NIL	NIL

4. Other Pending Litigations

Miscellaneous Proceedings:

(a) Case No. 69/2015 between Food Safety Officer v. Vivek Gujrati and Others before the Additional District Magistrate, New Delhi.

The Food Safety Officer (“**Petitioner**”) purchased a sample of “Syrup” an article of food for analysis from Mr. Vivek Gujrati, Manager of KFC (A unit of M/s. Yum Restaurant India Private Limited) and the syrup was sent for food analysis and subsequently the report suggested the sample to be substandard because total soluble solids is less than the prescribed minimum limit of 65% by weight. The “Syrup” in sealed condition was distributed to the outlet by Coldex Logistics Private Limited (“**CLPL**”). The syrup was supplied to CLPL by the importer M/s. Saksham Impex Private. Limited. CLPL has been allegedly accused of violation of Section 262(ii) read with Section 3(1)(zx) of the Food Safety and Standards Act, 2006 and Regulation No. 2.3.24 of the Food Safety and Standards (Food Products Standards and Food Additives) Regulation, 2011. The Petitioner has made an application dated September 8, 2015 (“**Application**”) under Rule 3.1.1(3) of Food Safety and Standard Rules, 2011 before the Additional District Magistrate (“**Magistrate**”) inter-alia praying that accused person be summoned before the Magistrate. The Adjudicating Officer, Additional District Magistrate vide its letter dated September 24, 2015 has asked the CLPL to appear in person or through pleaded in the matter. CLPL has denied and disputed the contents of the Application vide its reply dated May 21, 2018 stated that CLPL has been wrongly noticed as Respondent without proper and cogent reasons and inter-alia prayed that the proceedings against CLPL and its directors be dropped without any adverse actions against them. The matter is pending before Additional District Magistrate.

Proceedings under Motor Vehicles Act, 1988:

(a) MACC/1001379/2017 in the matter between Ms. Rukmabai v. Coldex Logistics Private Limited (“**CLPL**”) and others before the Motor Vehicle Claims Tribunal, Bhopal.

A Petition bearing No. 1001379/ 2017 has been filed before the Motor Vehicle Claims Tribunal, Bhopal (“**Tribunal**”) by Ms. Rukmani Bai Prajapati (“**Petitioner**”), against CLPL and others under Section 166 of the Motor Vehicle Act, 1988 for claiming compensation amounting to ₹ 18,00,000/- along with interest at the rate of 12% per annum for bodily injuries sustained by the Petitioner caused due to a motor accident by the Company’s vehicle. The matter is pending before the Tribunal.

(b) MACC/1001378/2017 in the matter between Ms. Sangeeta Mevada v. Coldex Logistics Private Limited (“**CLPL**”) and Others before the Motor Vehicle Claims Tribunal, Bhopal.

A Petition bearing No. 1001378/2017 has been filed before the Motor Vehicle Claims Tribunal, Bhopal (“**Tribunal**”) by Ms. Sangeeta Mevada (“**Petitioner**”), against CLPL and others under Section 166 of the Motor Vehicle Act, 1988 for claiming compensation of ₹ 18,00,000/- (Rupees Eighteen Lakhs only) along with interest at the rate of 12% per annum, for bodily injuries sustained by the Petitioner caused due to a motor accident by the

Company's vehicle. An FIR bearing No. 22/17 has been filed under Section 279, 304 A. The matter is pending before the Tribunal.

B. CASES FILED BY OUR SUBSIDIARIES

1. Litigation Involving Criminal matters

NIL

2. Litigation Involving Actions by Statutory/Regulatory Authorities

Company Petition No. 358/441/(ND)/2018 dated July 24, 2018 filed in the matter of the Coldex Logistics Private Limited ("CLPL") and Gaurav Jain before the Hon'ble National Company Law Tribunal, New Delhi Bench, New Delhi.

CLPL has filed an application dated July 24, 2018 before the Hon'ble National Company Law Tribunal, New Delhi Bench, New Delhi ("NCLT") for compounding the offence of conducting the Annual General Meeting of the Company for the financial year March 31, 2017 ("AGM") after the statutory limit prescribed under Section 96 of the Companies Act, 2013. The delay in convening of AGM was caused due to the corruption of the system data and servers as a result of which the data could not be retrieved from the system. Initially, an extension of time was granted by the Registrar of Companies, NCT of Delhi and Haryana to hold the AGM before November 30, 2017. However, the AGM was subsequently convened on February 22, 2018 leading to a delay of 83 (eighty three) days. The Company has inter-alia prayed for compounding of the offence committed under Section 96 of the Companies Act, 2013. The matter is pending before NCLT.

3. Litigation involving Tax Liabilities

(i) Direct Tax Liabilities

Sr.No.	Type of Direct Tax	No. of Cases	Amount in dispute/ demanded (₹ in million)
1.	NIL	NIL	NIL

(ii) Indirect Taxes Liabilities

Sr.No.	Type of Indirect Tax	No. of Cases	Amount in dispute/ demanded (₹ in million)
1.	NIL	NIL	NIL

4. Other Pending Litigations

(a) Company Petition 404/2016 in the matter between Coldex Logistics Private Limited v. A. N. Traders Private Limited before the Hon'ble High Court of Delhi.

Coldex Logistics Private Limited ("CLPL") has filed a company petition dated April 14, 2016 bearing no. 404/2016 before the Hon'ble High Court of Delhi under Sections 433 (e) and (f) and 434 of the Companies Act, 1956 seeking winding up of A. N. Traders Private Limited ("**Respondent**") on the alleged non-payment of ₹ 1,24,47,417/- (Rupees One Crore Twenty Four Lakh Four Hundred and Seventeen only) despite service of statutory notice dated January 15, 2016 by CLPL. The Respondent vide their reply dated May 11, 2017 inter-alia disputed and denied the claims made by CLPL and requested the Court to dismiss the case. The matter is pending before the High Court.

Details of dues to micro and small enterprises as defined under the Micro, Small and Medium Enterprises Development, 2006

As of June 30, 2018, the principal amount remaining unpaid on a consolidated basis was ₹ 316.97 Million. There were no cases of dues to micro and small enterprises as defined under the Micro, Small and Medium Enterprises Development, 2006.

Material Creditors of the Company having amount outstanding as on June 30, 2018 more than ₹ 15.85 Million, being 5% of the Company's consolidated trade payables as per last audited financial statements of our Company.

There are no trade payables more than 5% of the Company's consolidated trade payables as per the last audited financial statements as on June 30, 2018, other than Vista Processed Foods Private Limited and Asandas & Sons, with an outstanding of ₹36.62 Million and ₹27.21 Million respectively, which is 20.14% of our consolidated trade payables as on June 30, 2018.

Particulars	Number of Creditors	Amount involved (₹ in million)
Micro, Small and Medium Enterprise	0	0
Material Creditors	2	63.83
Other Creditors	614	253.14

For further details, please see website at www.coldex.in

Information provided on the website of our Company is not a part of this Draft Red Herring Prospectus and should not be deemed to be incorporated by reference. Anyone placing reliance on any other source of information, including our Company's website, would be doing so at its own risk.

Outstanding Litigations involving the Company, its subsidiaries, joint ventures, associates or involving any other person or company whose outcome may have a material adverse effect on the Company's consolidated results of operations or financial position.

Except as described above, as on date of this DRHP, there are no outstanding litigations involving the Company, its subsidiaries, joint ventures, associates or involving any other person or company whose outcome may have a material adverse effect on the Company's consolidated results of operations or financial position.

There are no litigations or legal actions, pending or taken, by any Ministry or Department of the Government or a statutory authority against our Promoters during the last 5 years.

Except as stated above under the section titled "Outstanding Litigation and Material Developments – Litigations against our Directors – Litigation Involving Actions by Statutory/Regulatory Authorities", there are no litigations or legal actions, pending or taken, by any Ministry or Department of the Government or a statutory authority against our Promoters during the last 5 years.

Disciplinary action including penalty imposed by SEBI or Stock Exchanges against the Promoters during the last 5 financial years

There are no disciplinary actions including penalty imposed by SEBI or Stock Exchanges against the Promoters during the last 5 financial years including outstanding actions.

Pending proceedings initiated against our Company for economic offences.

There are no pending proceedings initiated against our Company for economic offences.

Inquiries, investigations etc. instituted under the Companies Act, 2013 or any previous companies enactment in the last 5 years against our Company or any of our Subsidiaries.

There are no inquiries, investigations etc. instituted under the Companies Act or any previous companies enactment in the last 5 years against our Company or any of our Subsidiaries.

Material Fraud against our Company in the last five years

There has been no material fraud committed against our Company in the last five years.

Non-Payment of Statutory Dues and Fines imposed or compounding of offences for default

There are no fines that have been imposed on our Company in the past for defaults or non-payment of statutory dues or compounding undertaken by our Company. For details of dues of income tax and sales tax which have not been deposited as on June 30, 2018 on account of disputes, see "Summary Financial Information" beginning on

page 49 and “Outstanding Litigation and Material Developments – Litigations involving our Company” on page 203 of this DRHP.

MATERIAL DEVELOPMENTS OCCURING AFTER LAST BALANCE SHEET DATE

Except as disclosed elsewhere in this Draft Red Herring Prospectus, there have been no material developments that have occurred after the Last Balance Sheet Date. For further details, please see the chapter titled “*Management Discussions and Analysis of Financial Conditions and Result of Operations*” beginning on page 169 of this DRHP.

GOVERNMENT AND OTHER STATUTORY APPROVALS

Our Company can undertake the Offer and our Company and Subsidiaries can undertake their respective current business activities, including on the basis of the list of material approvals provided below, and other than as stated below, no further material approvals from any regulatory authority are required to undertake the Offer or continue such business activities. Unless otherwise stated, these material approvals are valid as of the date of this Draft Red Herring Prospectus

I. Approvals for the Offer

1. The Board of Directors have, by a resolution passed at its meeting held on August 21, 2018 authorized the Offer, subject to the approval of the shareholders and such other authorities as may be necessary.
2. The shareholders of our Company have, by a special resolution passed in the Extra-ordinary General Meeting held on August 21, 2018 authorized the Offer.
3. In-principle approval dated [●] from the BSE for listing of the Equity Shares issued by our Company pursuant to the Offer.
4. In-principle approval dated [●] from the NSE for listing of the Equity Shares issued by our Company pursuant to the Offer.
5. Our Company's International Securities Identification Number (“**ISIN**”) is INE224T01018.

II. Approvals obtained by the Company

1. Certificate of Incorporation dated March 30, 1999 issued by the Registrar of Companies, Madhya Pradesh, Gwalior in the name of “Swastik Roadlines Private Limited”.
2. Certificate of Registration of Regional Director order for Change of State dated September 10, 2014 taking on record the Order dated July 24, 2014 of the Regional Director, Ahmedabad in respect of alteration of Memorandum of Association of the Company with respect to the change in the place of registered office of the Company from the State of Madhya Pradesh to the State Delhi.
3. Certificate of Incorporation pursuant to change of name dated June 18, 2018 issued to our Company by the Registrar of Companies, Delhi consequent upon change of name from “Swastik Roadlines Private Limited” to “Coldex Private Limited.”
4. Fresh Certificate of Incorporation Consequent upon Conversion from Private Company to Public Company dated July 5, 2018 issued to our Company by the Registrar of Companies, Delhi consequent upon change of name of our Company from “Coldex Private Limited” to “Coldex Limited.”
5. The Corporate Identity Number (CIN) of the Company is U63090DL1999PLC271369.

III. Approvals obtained by Subsidiaries

Coldex Logistics Private Limited

1. Certificate of Incorporation dated February 21, 2011 issued by the Assistant Registrar of Companies, National Capital Territory of Delhi and Haryana, in the name of Coldex Logistics Private Limited.
2. The Corporate Identity Number of the Coldex Logistics Private Limited is U60200DL2011PTC214492.

CityEx Logitech Private Limited

1. Certificate of Incorporation dated April 13, 2017 issued by the Registrar of Companies, Central Registration Centre, in the name of CityEx Logitech Private Limited.
2. The Corporate Identity Number of CityEx Logitech Private Limited is U63030DL2017PTC316081.

IV. BUSINESS RELATED APPROVALS

A. Approvals obtained by the Company

1. License to operate as a Transporter under Food Safety and Standards Act, 2006 bearing Registration No. 10014064000404 for premises situated at 705, ILD Trade Centre, Sector - 47, Sohna Road, Gurgaon, Haryana - 122018. The license is valid from May 7, 2014 to May 6, 2019.
2. As on date, the Company has obtained national permits for plying 137 of its vehicles and state permits for plying 191 of its vehicles.
3. Obtained Grade 'A' Certification dated April 26, 2018 bearing Certificate no. 261050-2018-ABRC-IND-ACCREDIA and site code 1296737 from British Retail Consortium for conforming with the Global Standard for Storage and Distribution at its premises located at Piou Maniyari Narela Road, Kundli, District – Sonipat, Haryana – 131028, India in respect of product categories being chilled and frozen food, ambient food, packaging and packing materials and consumer products. It is valid till April 18, 2019.
4. Registration Certificate dated December 24, 2012 bearing No. 01/RTA/2012 issued by the Regional Transport Authority, Gwalior under the Carriage by Road Act, 2007 and the Carriage by Road Rules, 2011 in respect of premises at Parking No. 6, Transport Nagar. The same is valid upto December 23, 2022.

B. Approvals obtained by Subsidiaries.

Coldex Logistics Private Limited

1. License to operate as a Transporter under Food Safety and Standards Act, 2006 bearing Registration No. 10014011002290. The license is valid from November 18, 2014 to November 17, 2019 for premises at 1849/49, Nai Wala Lane, Karol Bagh, Delhi, Central – 110005.
2. License to operate as a Repacker, Distributer, Storage (Cold/Refrigerated), Storage (Controlled Atmosphere + Cold), Storage (Except Controlled Atmosphere and Cold), Supplier, Transporter under Food Safety and Standards Act, 2006 bearing Registration No.10814020000215 for premises at Piou Maniyari, Narela Road, Kundli, Sonipat, Haryana – 131102 in respect of various food products. The license is valid from August 1, 2014 to July 31, 2019.
3. License to operate as Distributer, Storage (Cold/Refrigerated), Storage (Controlled Atmosphere + Cold), Storage (Except Controlled Atmosphere and Cold), Supplier, Wholesaler bearing Registration No.10818020000047 for premises at KH. NO. 50 and 51, Narela Road, Kundli, District Sonipat, Haryana, Sonipat (Haryana) -131028 in respect of various food products. The license is valid from March 28, 2018 to March 27, 2020.
4. License to operate as a Transporter under Food Safety and Standards Act, 2006 bearing Registration No.11218302000453 for premises at Western Farmfresh Limited, care of Spar Food Processing and Cold storage LLP, SY No. 31, Bandapura Village, Bidarahalli Hobli, Virgonagar Post, Bangalore East, Karnataka – 560049. The license is valid from August 6, 2018 to August 5, 2019.
5. License to operate as a Transporter under Food Safety and Standards Act, 2006 bearing Registration No.13618034000247 for premises at Survey no. 833, Kistapur Road, Medhchal Village and Mandal, Malkajgiri, Telangana - 501401. The License is valid from August 9, 2018 to August 8, 2019.
6. License to operate as Distributer, Storage (Cold/Refrigerated), Storage (Controlled Atmosphere + Cold), Storage (Except Controlled Atmosphere and Cold), Supplier, Wholesaler bearing Registration No.11518024001413 for premises at S.No.112/1, 114, 115/2B, Mauje Vavanje, Taloja M.I.D.C., Navi Mumbai, Tal-Panvel, Panavel (Rural), Raigad (Maharashtra) - 410208. The License is valid from September 22, 2018 to September 21, 2019.
7. As on date, CLPL has obtained national permits for plying 23 of its vehicles and state permits for plying 51 of its vehicles.
8. License to work a factory dated February 2, 2017 bearing registration no.SPT-ONLINE-CHD-C-28 for employing not more than 150 workers and using motive power upto 994 H.P. under the Factories Act, 1948. The said license is valid until December 31, 2018.

9. Obtained Grade 'A' Certification dated May 9, 2018 bearing Certificate no. 260458-2018-ABRC-IND-DNV and site code 1927853 obtained from British Retail Consortium for conforming with the Global Standard for Storage and Distribution at its premises located at Piou Maniyari Narela Road, Kundli, District – Sonipat, Haryana – 131028, India in respect of product categories being chilled and frozen food, ambient food, packaging and packing materials and consumer products. It is valid till April 16, 2019.
10. Registration Certificate dated September 25, 2018 bearing No. 64/RTA/2018 issued by the Regional Transport Authority, Gwalior under the Carriage by Road Act, 2007 and the Carriage by Road Rules, 2011 in respect of premises at 19A/406, Parking no. 3, Transport Nagar, Gwalior. The same is valid upto December 24, 2028.

V. TAX RELATED APPROVALS

A. Approvals obtained by the Company

Sr. No.	Description	Authority	Registration Number	Date of Issue	Date of Expiry
1.	Permanent Account Number.	Government of India	AAGCS2195B	March 30, 1999	Valid until cancelled
2.	Certificate of Registration issued under the provisions of Central Goods and Service Tax Act, 2017 for the premises at: Survey No. 112/114/115, Hissa No. 28, Mauje Vavanje, Panvel, Raigad, Maharashtra - 410206.	Government of India	27AAGCS2195B1ZG	November 27, 2017	Valid until cancelled
3.	Certificate of Registration issued under the provisions of Central Goods and Service Tax Act, 2017 for the premises at: 19-A/415, Transport Nagar, Opposite Parking No-6, Gwalior, Madhya Pradesh, 474010.	Government of India	23AAGCS2195B1ZO	September 26, 2017 Amended on August 30, 2018	Valid until cancelled
4.	Profession Tax Registration Certificate under the Karnataka State Tax on Professions, Trades, Callings and Employment Act, 1976 for premises at House No. 291/4, Makali Village & Post Alur Main Road, Dasanpura, Hobali, Bangalore – 562162.	Government of Karnataka	305830187	August 21, 2018	Valid until cancelled
5.	Profession Tax Enrolment Certificate under the Karnataka State Tax on Professions, Trades, Callings and Employment Act, 1976 for premises at House No. 291/4, Makali Village & Post Alur Main Road, Dasanpura, Hobali, Bangalore – 562162.	Government of Karnataka	108830158	August 21, 2018	Valid until cancelled
6.	Profession Tax Registration Certificate under the West Bengal	Government of West Bengal	191007278013	August 21, 2018	Valid until cancelled

Sr. No.	Description	Authority	Registration Number	Date of Issue	Date of Expiry
	State Tax on Professions, Trades, Callings and Employment Rules, 1976.				
7.	Profession Tax Enrolment Certificate under the West Bengal State Tax on Professions, Trades, Callings and Employment Rules, 1979.	Government of West Bengal	192106892711	-	July 31, 2019
8.	Profession Tax Enrolment Certificate under the Maharashtra State Tax on Professions, Trades, Callings and Employment Act, 1975.	Government of Maharashtra	99813213913P	September 14, 2018	Valid until cancelled
9.	Profession Tax Registration Certificate under the Maharashtra State Tax on Professions, Trades, Callings and Employment Act, 1975.	Maharashtra Sales Tax Department	27745271200P	January 9, 2012	Valid until cancelled
10.	Profession Tax Registration Certificate under the Madhya Pradesh Professional Tax Act, 1995 for premises at 19A/415 Parking No. 6, Transport Nagar, Gwalior, Madhya Pradesh.	Government of Madhya Pradesh	79619002249	January 24, 2012	Valid until cancelled
11.	Profession Tax Assessment Number under Rule 7 of Town Panchayats, Municipalities, and Municipal Corporations (Collection of Tax on professions, trades, callings and Employments) Rules, 1999 for premises at B-18, CMDA Truck Terminal Complex, Madhavaram, Chennai – 600110.	Greater Chennai Corporation, Revenue Department	03-025-PE-01451	September 14, 2018	Valid until cancelled

12. The Company has been allotted Tax Deduction and Collection Account Number (TAN) BPLS05088G

B. Approvals obtained by Coldex Logistics Private Limited

Sr. No.	Description	Authority	Registration Number	Date of Issue	Date of Expiry
1.	Permanent Account Number.	Income Tax Department	AAECC3203E	February 21, 2011	Valid until cancelled
2.	Certificate of Registration issued under the provisions of Central Goods Service	Government of India, State of Delhi	07AAECC3203E1Z B	June 25, 2017.	Valid until cancelled

Sr. No.	Description	Authority	Registration Number	Date of Issue	Date of Expiry
	Tax, 2017 for the premises at 404, Vishal Tower, District Centre, Janakpuri West, Delhi, West Delhi, Delhi, 110058.				
3.	Certificate of Registration issued under the provisions of Central Goods and Service Tax Act, 2017 for premises at 112/113, Plot No. M54, Vawanje Village, Taloja, MIDC, Maharashtra, 400705	Government of India, State of Maharashtra	27AAECC3203E1Z9	July 28, 2018	Valid until cancelled
4.	Certificate of Registration issued under the provisions of Central Goods and Service Tax Act, 2017 for premises at Survey No. 833, Modchal Industrial Area, Mandal Medchal, District, Medchal - Malkajgiri, Telangana, 501401.	Government India, State of Telangana	36AAECC3203E1Z A	July 18, 2018	Valid until cancelled
5.	Profession Tax Enrolment Certificate under the Karnataka State Tax on Professions, Trades, Callings and Employment Act, 1976 for premises at Bandapura, Sr. No. 31, Vorgpmagar Post, Bangalore – 560049.	Government of Karnataka	185830967	August 30, 2018	Valid until cancelled
6.	Profession Tax Enrolment Certificate under the Maharashtra State Tax on Professions, Trades, Callings and Employment Act, 1975 for premises at Survey No, 112/114/115, Hissa No. 2B, Mauje Vavanje, Panvel, Raigad – 410206.	Maharashtra Sales Tax Department	99453211395P	April 1, 2014	Valid until cancelled
7.	Profession Tax Registration Certificate under the Telangana State Tax on Professions, Trades, Callings and Employment Act, 1987 for premises at Survey No. 833, Modchal Industrial Area, Mandal Medchal, District, Medchal - Malkajgiri, Telangana, 501401.	Government of Telangana, Commercial Taxes Department, Hyderabad	36409238754	September 7, 2018	Valid until cancelled

Sr. No.	Description	Authority	Registration Number	Date of Issue	Date of Expiry
8.	Profession Tax Enrolment Certificate under the Telangana State Tax on Professions, Trades, Callings and Employment Act, 1987 for premises at Survey No. 833, Modchal Industrial Area, Mandal Medchal, District, Medchal - Malkajgiri, Telangana, 501401.	Government of Telangana, Commercial Taxes Department, Hyderabad	36409238754	September 7, 2018	Valid until cancelled

9. The Company has been allotted Tax Deduction and Collection Account Number (TAN) DELC13452F

C. Approvals obtained by CityEx Logitech Private Limited

Sr. No.	Description	Authority	Registration Number	Date of Issue	Date of Expiry
1.	Permanent Account Number.	Income Tax Department, Government of India	AAGCC9514J	April 13, 2017	Valid until Cancelled
2.	Certificate of Registration issued under the provisions of Central Goods Service Tax, 2017 for premises at 4, 404, Vishal Tower, West Delhi, District Centre, Janakpuri, Delhi – 110058.	Government of India	07AAGCC9514J1Z G	July 28, 2017	Valid until cancelled.

VI. Labour Related Approvals

A. Approvals obtained by the Company

Sr. No.	Description	Authority	Registration Number/Code	Date of Certificate	Date of Expiry
1.	Registration under the Employees Provident Fund and Miscellaneous Provisions Act, 1952.	Regional Provident Fund Commissioner, Gwalior	MP/GWL/15151	July 18, 2001	Valid until cancelled
2.	Registration under the Employee State Insurance Act, 1948.	Employee State Insurance Corporation,	MP: 18-13896-106	July, 01, 2001	Valid until cancelled
3.	Registration Certificate under the Delhi Shops and Commercial Establishment Act, 1954 for premises at 404, 4 th floor, Vishal Tower Distric Centre, Janakpuri West, New Delhi – 110058.	Department of Labour, New Delhi	201803636247	August 20, 2018	August 20, 3036
4.	Registration Certificate under the Madhya Pradesh Shops and Commercial Establishment Act, 1958	Department of Labour, Madhya Pradesh	C/698406	August 27, 2018	December 31, 2022

Sr. No.	Description	Authority	Registration Number/Code	Date of Certificate	Date of Expiry
	for premises at Parking No. 06, Transport Nagar, Gwalior.				
5.	Registration Certificate under the Punjab Shops and Commercial Establishment Act, 1958 for premises at 705, ILD Trade Centre, Sector – 47, Sohna Road, Village: Ghosala, Gurgaon.	Department of Labour, Punjab	PSA/REG/GGN//LI-GGN-4-10/0164132	July 15, 2016	March 31, 2019
6.	Registration Certificate under the Karnataka Shops and Commercial Establishment Act, 1961 for premises at House No 291/4, Makali Village & Post Alur Main Road, Dasanapura Hobli, Bangalore - 562162	Senior Labour Inspector, Circle 27	27/DH-/CE/0022/2018	September 3, 2018	December 31, 2022

B. Approvals obtained by Coldex Logistics Private Limited

Sr. No.	Description	Authority	Registration Number/Code	Date of Certificate/ Intimation Letter	Date of Expiry
1.	Registration under the Employees Provident Fund and Miscellaneous Provisions Act, 1952.	Employee Provident Fund Organization, Regional Office, Delhi North	DL/45225	December 02, 2013	Valid until cancelled
2.	Registration under the Employee State Insurance Act, 1948	Employee State Insurance Corporation, New Delhi	20001188630001099	November 19, 2013	Valid until cancelled
3.	Registration under the Contract Labour (Regulation and Abolition) Act, 1970 under which Coldex Logistics Private Limited is allowed to engage 4 contractors and 150 workers at its premises at Piou Maniyari, Narela Road, Kundli (Sonipat), Haryana.	Labour Department Haryana	CLA/RC 4383/HR/1802/SPT/58	January 20, 2016	Valid until cancelled
4.	Registration Certificate under the Karnataka Shops and Commercial Establishments Act, 1961 for premises at SY 31, Bandapura Village, Bidrahalli Hobli, Virgo Nagar Post, Bangalore - 560049	Government of Karnataka, Department of Labour	29/CHI/CE0003/2015	December 23, 2015	December 31, 2019


Sr. No.	Description	Authority	Registration Number/Code	Date of Certificate/ Intimation Letter	Date of Expiry
5.	Registration Certificate under the Maharashtra Shops and Commercial Establishments Act, 1948 for premises at Survey No. 112/113, B1/B, Taloja MIDC, Plot No. M54, Panvel - 410208.	Government of Maharashtra, Department of Labour	17100300311307574	July 1, 2017	September 8, 2020
6.	Registration Certificate under the Telangana Shops and Commercial Establishments Act, 1988 for premises at Sy No. 833, Kistapur Road, Medchal Village, Medchal.	Government of Telangana, Labour Department	SEA/MED/ALO/QB /50762/2017	January 1, 2018	December 31, 2018
7.	Registration Certificate under the Punjab Shops and Commercial Establishment Act, 1958 for premises at Khasara No. 50-51, Piou Maniyari, Narela Road, Kundli, Sonipat, Haryana.	Department of Labour, Punjab	PSA/REG/SPT/LI-spt VI/0154478	January 19, 2018	March 31, 2021
8.	Registration Certificate under the Delhi Shops and Commercial Establishment Act, 1954 for premises at 404, 4 th floor, Vishal Tower District Centre, Janakpuri West, New Delhi – 110058.	Department of Labour, Delhi	2017045396	May 16, 2017	May 19, 2035
9.	Registration Certificate under the Madhya Pradesh Shops and Commercial Establishment Act, 1958 for premises at 19A/415 Parking No. 6, Transport Nagar, Gwalior, Madhya Pradesh.	Department of Labour, Madhya Pradesh	C/888479	August 31, 2018	December 31, 2022

C. Approvals obtained by CityEx Logitech Private Limited

Sr. No.	Description	Authority	Registration Number/Code	Date of Certificate/ Intimation Letter	Date of Expiry
1.	Registration under the Employees Provident Fund and Miscellaneous Provisions Act, 1952	Employees Provident Fund Organization	DLCPM1656491000	October 26, 2017	Valid until cancelled
2.	Registration under the Employee State Insurance Act, 1948	Ministry of Labour & Employment, Sub-Regional Office	22001238010000799	October 11, 2017	Valid until cancelled
3.	Registration Certificate under the Delhi Shops and	Government of Delhi, Labour	2018033477	August 2, 2018	August 2, 2036

Sr. No.	Description	Authority	Registration Number/Code	Date of Certificate/ Intimation Letter	Date of Expiry
	Commercial Establishment Act, 1954 for premises at 404, 4 th floor, Vishal Tower District Centre, Janakpuri West, New Delhi – 110058.	Department			

VII. INTELLECTUAL PROPERTY RELATED APPROVALS

Sr. no.	Description	Applicant	Trademark Number/ Application No./ Registration Certificate Number	Date of issue/ renewal of certificate/Date of Application	Date of expiry	Trade Mark
1.	Certificate of Registration under the Trademarks Act, 1999	The Company	2016367 in Class 39	March 22, 2012 Registered with effect from August 31, 2010	August 31, 2020	
2.	Certificate of Registration under the Trademarks Act, 1999	The Company	2078455 in Class 39	January 8, 2016 Registered with effect from December 31, 2010	December 31, 2020	

VIII. Applications made:

A. By Company

1. Application for Registration under Section 3 of the Motor Transport Workers Act, 1961.
2. Application dated September 13, 2018 bearing no. KL03832018000407 for Registration under The West Bengal Shops and Commercial Establishments Rules, 1964 for premises at 4 Chandey Chowk Street, Ward No.46, Borough-VI, Kolkata Municipal Corporation, P.O. Bowbazar S.O., Kolkata – 700012.

B. By Coldex Logistics Private Limited

1. Application for Registration to operate as a Transporter under Food Safety and Standards Act, 2006 bearing application No. 20180702114642563 dated July 2, 2018 for premises at 112/114/115, Hissa no. 2B, Mauje Vavanje, Panvel.
2. Application dated July 17, 2018 bearing no. 36180816788674 for Registration under the Maharashtra Tax on Professions, Trades, Callings and Employments Rules, 1975 for premises at Survey No 112/114/115, Hissa No. 2B, Mauje, Vavanje, Taluka - Panvel, Dist. - Raigad - 410206.
3. Application dated July 17, 2018 bearing no. 1971589565 under the Profession Tax Registration Certificate under the Karnataka State Tax on Professions, Trades, Callings and Employment Act, 1976 for premises at SY No. 31, Bandapura Village, Bidarahalli Hobli, Virgonagar Post, Bangalore East, Karnataka – 560049.

IX. Applications yet to be made

A. By Coldex Logistics Private Limited

1. Application under Section 3 of The Motor Transport Workers Act, 1961.

OTHER REGULATORY AND STATUTORY DISCLOSURES

Authority for the Offer

The Offer has been authorized by a resolution of the Board passed at their meeting held on August 21, 2018, which was subject to the approval of shareholders through a special resolution.

The shareholders of our Company have approved this Offer *vide* a Special Resolution passed at an Extra-ordinary General Meeting held on August 21, 2018.

The Board has approved this DRHP pursuant to a resolution dated November 27, 2018.

For details on the authorisation of the Selling Shareholder in relation to the Offer, see “*The Offer*” on page 56 of this DRHP.

The Company has received in-principle approvals from BSE and NSE for the Offer dated [●] and [●], respectively.

Prohibition by SEBI or Governmental Authorities

Our Company, our Directors, our Promoter, Promoter Group, Directors and companies or entities with which our Company’s Directors are associated as Directors / Promoters / partners 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 other securities market regulator or Governmental Authority in any other jurisdiction or any other authority/court. The listing of any securities of our Company has never been refused at any time by any of the Stock Exchange in India. There are no violations of securities laws committed by them in the past or are pending against them.

The Selling Shareholder is 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 other securities market regulator in any other jurisdiction or any other authority/court.

Except for (i) Chitranjan Singh Kahlon who is associated with IL&FS Investment Managers Limited and Shaolin Trusteeship Private Limited; (ii) Abhishek Sharman who is associated with Carpediem Advisors Private Limited and Shaolin Trusteeship Private Limited; and (iii) Anand Prakash who is associated with Golden Slam India Investments Private Limited, none of our Directors are associated with any entities, which are engaged in securities market related business and are registered with SEBI for the same, and no action has been initiated by SEBI against such Directors.

Prohibition by RBI

Neither our Company, nor our Promoters, relatives (as defined under the Companies Act, 2013) of our Promoters, Directors, nor our Group Company have been identified as wilful defaulters by the RBI or any other governmental authority. The Selling Shareholder confirms that it has not been identified as wilful defaulters in terms of the SEBI ICDR Regulations.

In view of the General Circular No.07/2018 dated September 6, 2018 and General Circular No.08/2018 dated September 10, 2018 issued by the Ministry of Corporate Affairs, Government of India, our Company, our Promoters, our Promoter Group and the Selling Shareholder will ensure compliance with the Companies (Significant Beneficial Ownership) Rules, 2018, upon notification of the relevant forms, as may be applicable to them.

Eligibility for the Offer

Our Company is eligible for the Offer in accordance with Regulation 6(2) of the SEBI ICDR Regulations, as explained under:

“An issuer not satisfying the condition stipulated in sub-regulation (1) shall be eligible to make an initial public offer only if the issue is made through the book-building process and the issuer undertakes to allot, at least seventy five percent of the net offer to qualified institutional buyers and to refund full subscription money if it fails to do so.”

We are an unlisted company not complying with the conditions specified in Regulation 6(1) of the SEBI ICDR Regulations and are therefore required to meet the conditions detailed in Regulation 6(2) of the SEBI ICDR Regulations.

In compliance with Regulation 6(2) of the SEBI ICDR Regulations, at least 75% of the Net Offer is proposed to be Allotted to QIBs and in the event we fail to do so, the full application monies shall be refunded to the Bidders, in accordance with the SEBI ICDR Regulations.

Further, in accordance to Regulation 49(1) of the SEBI ICDR Regulations, if the number of allottees in the proposed Offer is less than 1,000 allottees, our Company shall forthwith refund the entire subscription amount received.

Our Company is in compliance with the conditions specified in Regulations 5(1) and 7(1) of the SEBI ICDR Regulations to the extent applicable.

Disclaimer Clauses

DISCLAIMER CLAUSE OF THE 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 THIS 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 MANAGER, PANTOMATH CAPITAL ADVISORS PRIVATE LIMITED HAS CERTIFIED THAT THE DISCLOSURES MADE IN THE DRAFT RED HERRING PROSPECTUS ARE GENERALLY ADEQUATE AND ARE IN CONFORMITY WITH THE SEBI (ISSUE OF CAPITAL AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2018. 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 AND THE SELLING SHAREHOLDER IS RESPONSIBLE ONLY FOR THE STATEMENTS IN THE DRAFT RED HERRING PROSPECTUS SPECIFICALLY CONFIRMED AND UNDERTAKEN BY IT IN RELATION TO THE SELLING SHAREHOLDER IN CONNECTION WITH THE OFFER FOR SALE, AND THE EQUITY SHARES OFFERED BY SUCH SELLING SHAREHOLDER IN THE OFFER FOR SALE, THE BOOK RUNNING LEAD MANAGER IS EXPECTED TO EXERCISE DUE DILIGENCE TO ENSURE THAT THE COMPANY HEREBY DISCHARGE THEIR RESPONSIBILITIES ADEQUATELY IN THIS BEHALF AND TOWARDS THIS PURPOSE, THE BOOK RUNNING LEAD MANAGER PANTOMATH CAPITAL ADVISORS PRIVATE LIMITED HAS FURNISHED TO SEBI A DUE DILIGENCE CERTIFICATE DATED NOVEMBER 27, 2018 IN THE FORMAT PRESCRIBED UNDER SCHEDULE V(A) OF THE SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE OF CAPITAL AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2018.

The filing of this DRHP does not, however, absolve the Company from any liabilities under the Companies Act, 2013 or from the requirement of obtaining such statutory or other clearances as may be required for the purpose of the proposed Offer. SEBI further reserves the right to take up, at any point of time, with the BRLM, any irregularities or lapses in the DRHP.

All legal requirements pertaining to the Offer will be complied with at the time of filing of the Red Herring Prospectus with the RoC in terms of Section 32 of the Companies Act, 2013. All legal requirements pertaining to the Offer will be complied with at the time of registration of the Prospectus with the RoC in terms of Sections 26, 30, 32 and 33 of the Companies Act, 2013.

Disclaimer from the Company, Directors, Selling Shareholder and the Book Running Lead Manager.

Bidders may note that our Company, the Directors, Selling Shareholder and the BRLM accept no responsibility for statements made otherwise than in the DRHP or in the advertisement or any other material issued by or at the instance of the Company and that any one, placing reliance on any other source of information including our Company's website, www.coldex.in or the respective websites of our Subsidiaries or our Group Company, would be doing so at their own risk.

Selling Shareholder and its directors, affiliates, associates, and officers accept no responsibility for any statements made in this Draft Red Herring Prospectus other than the statements in this Draft Red Herring Prospectus specifically confirmed in relation to itself as a Selling Shareholder and the Offered Shares.

BRLM accepts 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 Selling Shareholder and our Company.

All information will be made available by the Book Running Lead Manager, Underwriters, Syndicate members our Company and Selling Shareholder to the public and bidders at large and no selective or additional information would be available for any section of the bidders in any manner whatsoever including at road shows, presentations, in research or sales reports etc. We shall not be liable to the Bidders for any failure in uploading the Bids due to faults in any software/hardware system or otherwise.

Our Company, Selling Shareholder, the BRLM or any other member of the Syndicate shall not be liable to the Bidders for any failure in downloading the Bids due to faults in any software/hardware system or otherwise.

Caution

Bidders will be required to confirm and will be deemed to have represented to our Company, the Selling Shareholder and the Underwriters and their respective directors, officers, agents, affiliates and representatives that they are eligible under all applicable laws, rules, regulations, guidelines and approval to acquire Equity Shares and will not offer, sell, pledge or transfer the Equity Shares to any person who is not eligible under applicable laws, rules, regulations, guidelines and approval to acquire Equity Shares. Our Company, the Selling Shareholder and the Underwriters and their respective directors, officers, agents, affiliates and representatives accept no responsibility or liability for advising any bidders on whether such bidder is eligible to acquire Equity Shares.

The BRLM and their respective associates and affiliates may engage in transactions with, and perform services for, our Company, the Selling Shareholder and their respective group companies, 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 Selling Shareholder and their respective group companies, affiliates or associates or third parties, for which they have received, and may in the future receive, compensation.

Disclaimer in respect of Jurisdiction

This Offer is being made in India to persons resident in India (including Indian nationals resident in India who are majors, HUFs, companies, corporate bodies and societies registered under the applicable laws in India and authorized to invest in shares, Indian mutual funds registered with SEBI, Indian financial institutions, commercial banks, regional rural banks, co-operative banks (subject to RBI permission), trusts registered under the Societies Registration Act, 1860, as amended from time to time, or any other trust law and who are authorized under their constitution to hold and invest in shares) and to venture capital funds, permitted insurance companies and pension funds and to permitted non-residents including Eligible NRIs, Alternative Investment Funds, Foreign Portfolio Investors, Foreign Venture Capital Funds Registered with SEBI and QIBs. The DRHP does not, however, constitute an invitation to subscribe to shares issued hereby in any other jurisdiction to any person to whom it is unlawful to make an Offer or invitation in such jurisdiction. Any person into whose possession the DRHP comes is required to inform himself or herself about, and to observe any such restrictions. Any dispute arising out of the Offer will be subject to the jurisdiction of appropriate court(s) in Mumbai, India only

No action has been or will be taken to permit a public offering in any jurisdiction where action would be required for that purpose, except that the DRHP was submitted to SEBI for its observations and SEBI has given its observation. Accordingly, the Equity Shares represented thereby may not be offered or sold, directly or indirectly, and the DRHP may not be distributed, in any jurisdiction, except in accordance with the legal requirements applicable in such jurisdiction. Neither the delivery of the DRHP nor any offer or sale hereunder shall under any circumstances create any implication that there has been no change in the affairs of our Company or the Selling Shareholder since the date hereof or that the information contained herein is correct as of any time subsequent to this date.

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 Equity Shares have not been and will not be registered under the U.S. Securities Act, and 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 U.S. state securities laws. Accordingly, the Equity Shares are being offered and sold outside the United States in offshore transactions in reliance on Regulation S under the U.S. Securities Act and applicable laws of the jurisdictions where such offers and sales occur.

Bidders are advised to ensure that any Bid from them does not exceed the investment limits or the maximum number of Equity Shares that can be held by them under applicable law.

Disclaimer Clause of the BSE Limited

As required, a copy of the DRHP has been submitted to the BSE Limited (“BSE”). The disclaimer clause as intimated by BSE to the Company, post scrutiny of this DRHP, shall be included in the Red Herring Prospectus prior to the RoC filing.

Disclaimer Clause of the NSE

As required, a copy of the DRHP has been submitted to NSE. The disclaimer clause as intimated by NSE to the Company, post scrutiny of this DRHP, shall be included in the Red Herring Prospectus prior to the RoC filing.

Listing

Application will be made to the BSE and the NSE for permission to deal in and for an official quotation of our Equity Shares and [●] is the Designated Stock Exchange, with which the Basis of Allotment will be finalised for the Offer. Our existing Equity Shares are not listed on any Stock Exchanges in India.

If the permission to deal in and for an official quotation of the Equity Shares is not granted by any of the Stock Exchanges, our Company shall forthwith repay, without interest, all moneys received from the applicants in pursuance of the Red Herring Prospectus. If such money is not repaid within the prescribed time, then our Company and every officer in default shall be liable to repay the money, with interest, as prescribed under applicable law.

Our Company shall ensure that all steps for the completion of the necessary formalities for listing and commencement of trading at all Stock Exchanges mentioned above are taken within 6 (six) Working Days of the Bid/Offer Closing Date. Further, the Selling Shareholder confirms that they shall provide reasonable assistance to our Company and, the BRLM, as may be reasonably required and necessary and requested for by the Company and the BRLM, for the completion of the necessary formalities for listing and commencement of trading at the Stock Exchanges where the Equity Shares are proposed to be listed within 6 (six) Working Days of the Bid/Offer Closing Date.

If our Company does not Allot Equity Shares pursuant to the Offer within 6 (six) Working Days from the Bid/Offer Closing Date or 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 Selling Shareholder shall, reimburse, in proportion to the Offered Shares, any interest incurred by the Company on behalf of the Selling Shareholder for such delays in making refunds, provided that the Selling Shareholder shall not be responsible to pay such interest for any delay unless such delay has been caused by an act or omission solely and directly attributable to the Selling Shareholder and to the extent of the Offered Shares. For further details relating to Offer related expenses, please see the chapter titled “Objects of the Offer” beginning on page 79 of this DRHP.

IMPERSONATION

Attention of the applicants 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 and 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..”

Consents

Necessary Consents for the Offer have been or will be obtained prior to the filing of Red Herring Prospectus from the following:

1. Selling Shareholder
2. our Directors;
3. Company Secretary and Compliance Officer;
4. Chief Financial Officer;
5. Auditors of our Company
6. the BRLM;
7. Practicing Company Secretary;
8. CARE
9. Registrar to the Offer;
10. the Syndicate Members who are intermediaries registered with SEBI or registered as brokers with the Stock Exchanges and eligible to act as Underwriters;
11. the Registrar to the Offer;
12. Bankers to the Offer;
13. Refund Bank(s);
14. Bankers to our Company;
15. Legal Counsel to the Offer;
16. Legal Counsel to the Selling Shareholder;
17. the SCSBs; and
18. the Registered Brokers.

The said consents would be filed along with a copy of the Red Herring Prospectus with the Registrar of Companies, Delhi, as required under the Companies Act, 2013 and such consents have not been withdrawn upto the time of delivery of the Red Herring Prospectus, for registration with the Registrar of Companies, Delhi.

In accordance with the Companies Act and the SEBI ICDR Regulations, Walker Chandiok & Co LLP, Chartered Accountants, our Company's Statutory Auditors have given their written consent to the inclusion of their report in the form and context in which it appears in the DRHP and such consent and report has not been withdrawn upto the time of delivery of the DRHP for registration with the RoC.

Experts

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

Our Company has received written consent from the Auditor, who holds a valid peer review certificate, to include its name as required under Section 26 of the Companies Act, 2013 in this DRHP and as an “expert” as defined under section 2(38) of the Companies Act, 2013 in respect of the examination report dated November 23, 2018 of the Auditor on the Restated Consolidated Financial Information of our Group, as at and for the three month period ended June 30, 2018 and as at and for Fiscals 2018, 2017 and 2016 and the Statement of Special Tax Benefits dated November 23, 2018, included in this DRHP and such consents have not been withdrawn as on the date of this DRHP.

Previous Public or Rights Issues in the last 5 years

Our Company has not made any public or rights issue in the last 5 years.

Commission or Brokerage on Previous Issues

There has been no public issue of the Equity Shares in the past. Thus, no sum has been paid or has been payable as commission or brokerage for subscribing to or procuring or agreeing to procure subscription for any of the Equity Shares of our Company since inception.

Details of capital issue made during last three years by the Company and other listed group companies/subsidiaries/associates under the same management

There have been no capital issues by our Company or any of our Group Company/Subsidiaries during last 3 years. There are no other listed companies under the same management at present or during the last three years. There are no other listed companies under the same management at present or during the last three years.

Promise vis-à-vis Performance

Our Company has not made any public issue in the past.

Performance vis-à-vis objects – Public/ rights issue of our Company and/ or listed Subsidiaries and Promoters of our Company

Our Company and Subsidiaries have not undertaken any previous public issues or right issues.

Partly Paid-up Shares

The Company does not have any partly paid-up Equity Shares as on the date of this DRHP.

The price information of past issues handled by the BRLM is as follows:

The price information of past issues handled by Pantomath Capital Advisors Private Limited is as follows:

DISCLOSURE OF PRICE INFORMATION OF PAST ISSUES HANDLED BY PANTOMATH CAPITAL ADVISORS PRIVATE LIMITED

Sr. No	Issue Name	Issue Size (Cr)	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.	Latteys Industries Limited	8.07	66.00	June 5, 2018	68.00	0.68% (1.67%)	-6.82% (10.26%)	Not Applicable
2.	Nakoda Group of Industries Limited	6.43	35.00	June 6, 2018	36.00	5.43% (1.12%)	19.71% (8.91%)	Not Applicable
3.	ShreeOswal Seeds and Chemicals Limited	11.90	26.00	June 20, 2018	27.00	4.42% (1.72%)	3.85% (5.62%)	Not Applicable
4.	Priti International Limited	5.25	75.00	June 21, 2018	81.00	31.33% (2.51%)	30.67% (5.01%)	Not Applicable
5.	Accuracy Shipping Limited	35.76	84.00	June 22, 2018	88.00	24.40% (1.74%)	2.98% (3.81%)	Not Applicable
6.	Ganga Forging Limited	5.00	21.00	July 11, 2018	21.10	0.00% (4.77%)	-4.76% (-5.48%)	Not Applicable
7.	Ushanti Colour Chem Limited	11.56	60.00	August 02, 2018	64.20	17.58% (3.88%)	1.67% (-9.30%)	Not Applicable
8.	Manorama Industries Limited	64.00	188.00	October 04, 2018	190.20	-2.26% (-0.45%)	Not Applicable	Not Applicable
9.	Innovative Ideals and Services (India) Limited	12.26	40.00	October 05, 2018	43.00	215.00% (1.85%)	Not Applicable	Not Applicable
10.	Vinny Overseas Limited	10.37	40.00	October 11, 2018	40.50	11.25% (3.43%)	Not Applicable	Not Applicable

Note – Shubhlaxmi Jewel Art Limited has registered its Prospectus with Registrar of Companies for Initial Public Offering
Sources: All share price data is from www.bseindia.com and www.nseindia.com

Note:-

1. The BSE Sensex and CNX Nifty are considered as the Benchmark Index.
2. Prices on BSE/NSE are considered for all of the above calculations.
3. In case the 30th/90th/180th day is a holiday, closing price on BSE/NSE of the previous trading day has been considered.
4. In case 30th/90th/180th days, scrips are not traded then closing price on BSE/NSE of the previous trading day has been considered.

SUMMARY STATEMENT OF DISCLOSURE

Financial year	Total no. of IPO	Total funds raised (₹ Cr)	Nos of IPOs trading at discount on 30th Calendar day from listing date			Nos of IPOs trading at premium on 30th Calendar day from listing date			Nos of IPOs trading at discount on 180th Calendar day from listing date			Nos of IPOs trading at premium 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%
16-17	*23\$	195.13	-	-	5	4	4	8	-	1	5	10	1	6
17-18	**30	610.90	-	-	4	10	7	9	-	2	6	12	3	7
18-19	***20\$\$#	358.93	-	-	4	2	2	11	1	2	3	1	-	1

*The scripts Ruby Cables Limited, Sysco Industries Limited, Lancer Containers Lines Limited, Yash Chemex Limited, Titaanium Ten Enterprise Limited, Commercial Syn Bags Limited, Shiva Granito Export Limited, Sprayking Agro Equipment Limited, Narayani Steels Limited, Nandani Creation Limited, DRA Consultant Limited, Gretex Industries Limited, Sakar Health Care Limited, Bindal Exports Limited, Mewar Hi-Tech Engineering Limited, Shashijit Infraprojects Limited, Agro Phos (India) Limited, Majestic Research Services and Solutions Limited, Maheshwari Logistics Limited, Madhav Copper Limited, Chemcrux Enterprises Limited, Manomay Tex India Limited, Oceanic Foods Limited and Euro India Fresh Foods Limited were listed on April 13, 2016, April 13, 2016, April 13, 2016, June 20, 2016, July 14, 2016, July 14, 2016, September 06, 2016, September 14, 2016, September 14, 2016, October 10, 2016, October 13, 2016, October 14, 2016, October 14, 2016, October 17, 2016, October 17, 2016, October 17, 2016, November 16, 2016 December 14, 2016, January 16, 2017, February 06, 2017, March 28, 2017, March 28, 2017, March 31, 2017 and March 31, 2017 respectively.

**The scripts Bohra Industries Limited, Creative Peripherals and Distribution Limited, Panache Digilife Limited, Zota Health Care Limited, Gautam Exim Limited, Bansal Multiflex Limited, Shrenik Limited, Jigar Cables Limited, Vaishali Pharma Limited, Lexus Granito (India) Limited, Worth Peripherals Limited, R M Drip and Sprinklers Systems Limited, Shree Tirupati Balajee FIBC Limited, Innovative Tyres and Tubes Limited, Poojawestern Metaliks Limited, Airo Lam Limited, Goldstar Power Limited, IRIS Business Services Limited, Tirupati Forge Limited, Beta Drugs Limited, One Point One Solutions Limited, Astron Paper & Board Mill Limited, Shree Ram Proteins Limited and Gujarat Hy – Spin Limited, Focus Suites Solutions & Services Limited, A and M Jumbo Bags Limited, Sintercom India Limited, Mohini Health & Hygiene Limited, South West Pinnacle Exploration Limited and Macpower CNC Machines Limited were listed on April 05, 2017, April 12, 2017, April 25, 2017, May 10, 2017 July 11, 2017, July 12, 2017, July 18, 2017, July 28, 2017, August 22, 2017, August 23, 2017, September 27, 2017, October 04, 2017, October 05, 2017, October 05, 2017, October 05, 2017, October 06, 2017, October 10, 2017, October 11, 2017, October 12, 2017, October 12, 2017, December 26, 2017, December 29, 2017, February 05, 2018, February 08, 2018, February 09, 2018, February 12, 2018, February 15, 2018, February 16, 2018, February 19, 2018 and March 22, 2018 respectively.

***The scripts of Benara Bearings and Pistons Limited, Soni Soya Products Limited, Vera Synthetic Limited, S.S. Infrastructure Development Consultants Limited, Mahickra Chemicals Limited, Akshar Spintex Limited, Sofitech Engineers Limited, Innovators Façade Systems Limited, Shree Vasu Logistics Limited, Affordable Robotic & Automation Limited, Latteys Industries Limited, Nakoda Group of Industries Limited, ShreeOswal Seeds and Chemicals Limited, Priti International Limited, Accuracy Shipping Limited, Ganga Forging Limited, Ushanti Colour Chem Limited, Manorama Industries Limited, Innovative Ideals and Services (India) Limited and Vinny Overseas Limited were listed on April 3, 2018, April 12, 2018, April 12, 2018, April 12, 2018, April 26, 2018, May 11, 2018, May 11, 2018, May 24, 2018, June 4, 2018, June 4, 2018, June 5, 2018, June 6, 2018, June 20, 2018, June 21, 2018, June 22, 2018, July 11, 2018, August 02, 2018, October 04, 2018, October 05, 2018 and October 11, 2018 respectively.

\$. As on 30th trading day the closing price of the scripts Ruby Cables Limited and Shashijit Infraprojects Limited were at par with the issue price. Hence, they are not considered for counting the number of IPOs trading at discount and premium.

\$\$ The scripts of Shree Vasu Logistics Limited, Affordable Robotic & Automation Limited, Latteys Industries Limited, Nakoda Group of Industries Limited, ShreeOswal Seeds and Chemicals Limited, Priti International Limited, Accuracy Shipping Limited, Ganga Forging Limited, Ushanti Colour Chem Limited, Manorama Industries Limited, Innovative Ideals and Services (India) Limited and Vinny Overseas Limited have not completed 180 Days, 180 Days, 180 Days, 180 Days, 180 Days, 180 Days, 180 Days, 180 Days, 180 Days and 180 Days respectively from the date of listing.

As on 30th trading day the closing price of the script Ganga Forging Limited was at par with the issue price. Hence it is not considered for counting the numbers of IPOs trading at discount and premium.

Note: *Majestic Research Services and Solutions Limited and Ambition Mica Limited are Further Public Offerings lead managed by Pantomath Capital Advisors Private Limited in the Financial Years 2016-17 and 2017-18 respectively and the same have not been included in the above mentioned Summary Statement of Disclosure as the disclosure is limited to IPOs only.*

Track record of past issues handled by the BRLM

For details regarding the track record of the Managers, as specified in Circular reference CIR/MIRSD/1/2012 dated January 10, 2012 issued by the SEBI, please refer to the websites of the BRLM, as set forth in the table below:

Sr. No.	Name of the Manager	Website
1.	Pantomath Capital Advisors Private Limited	www.pantomathgroup.com

Stock Market Data

This being an initial public offering of our Company, the Equity Shares of our Company are not listed on any stock exchange.

Mechanism for redressal of Investors' grievance

The agreement between the Registrar to the Offer, our Company and the Selling Shareholder dated [●] will provide for retention of records with the Registrar to the Offer for a period of at least 8 years from the last date of dispatch of letters of allotment, demat credit to enable the bidders to approach the Registrar to the Offer for redressal of their grievances.

All grievances relating to the Offer may be addressed to the Registrar to the Offer, giving full details such as name, address of the applicant, application number, number of Equity Shares applied for, amount paid on application, Depository Participant, and the bank branch or collection centre where the application was submitted.

All grievances relating to the ASBA process may be addressed to the Registrar to the Offer with a copy to the relevant SCSB and the Syndicate Members at the Specified Locations or the Registered Broker or the RTA or the DP with whom the Bid cum Application Form was submitted. In addition to the information indicated above, the ASBA Bidder should also specify the Designated Branch or the collection centre of the SCSB or the address of the centre of the Syndicate Member at the Specified Locations or the Registered Broker at the Broker Centre or address of the RTA or the address of the DP, as the case may be, where the Bid cum Application Form was submitted by the ASBA Bidder.

Our Company, the Selling Shareholder, the BRLM and the Registrar to the Offer accept no responsibility for errors, omissions, commission or any acts of any Designated Intermediary including any defaults in complying with its obligations under applicable SEBI ICDR Regulations

Further, with respect to the Bid cum Application Forms submitted with the Registered Brokers, the bidder shall also enclose the acknowledgment from the Registered Broker in addition to the documents/information mentioned hereinabove.

Disposal of Investors' Grievances and Redressal Mechanism

Our Company estimates that the average time required by our Company or the Registrar to the Offer or the SCSB in case of Bidders applying through ASBA process for the redressal of routine investor grievances shall be 7 (seven) 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.

We have appointed Ms. Mansi Keshwani as our Company Secretary and Compliance Officer and she may be contacted in case of any pre Offer/post Offer related problems at the following address:

Coldex Limited,

Piou Maniyari, Narela Road,
Kundli 131028, Sonipat,
Haryana.

Tel No: +91 9996246115 / 9996234115

Email: cs@coldex.in

Website: www.coldex.in

Our Company has not received any investor complaints during the three years preceding the filing of the DRHP with SEBI. Further, no investor complaints are pending as on the date of filing the DRHP with SEBI.

SECTION VIII – OFFER RELATED INFORMATION

TERMS OF THE OFFER

The Equity Shares being offered and transferred pursuant to the Offer shall be subject to the provisions of the Companies Act, SEBI ICDR Regulations, SCRA, SCRR, our Memorandum and Articles of Association, the terms of this Draft Red Herring Prospectus, the Red Herring Prospectus, the Prospectus, the abridged prospectus, any addendum/corrigendum thereto, Bid-cum-Application Form, the Revision Form, Anchor Investor Allocation Notice, the Confirmation of Allocation Note, the Allotment Advice, SEBI Listing Regulations and other terms and conditions as may be incorporated in the Allotment Advices and other documents/certificates that may be executed in respect of the Offer. The Equity Shares shall also be subject to laws as applicable, guidelines, notifications and regulations relating to the issue of capital and listing and trading of securities issued from time to time by SEBI, the Government of India, the Stock Exchanges, the RBI, the RoC and/or other authorities, as in force on the date of the Offer and to the extent applicable or such other conditions as may be prescribed by the SEBI, the RBI, the Government of India, the Stock Exchanges, the RoC and/or any other authorities while granting its approval for the Offer.

The Offer

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

Ranking of Equity Shares

The Equity Shares being issued and transferred pursuant to the Offer shall be subject to the provisions of the Companies Act, 2013, Companies Act, 1956 (to the extent applicable), our Memorandum and Articles of Association and shall rank *pari-passu* in all respects with the existing Equity Shares including in respect of the rights to receive dividend. The Allottees will be entitled to dividend, voting rights or any other corporate benefits, if any, declared by us after the date of Allotment in accordance with the provisions of the Companies Act, 2013 and the Articles of Association. For further details, please see the chapter titled “Main Provisions of Articles of Association” beginning on page 286 of the DRHP.

Face Value and Offer Price per Share

The face value of the Equity Shares is ₹ 10 each. The Floor Price of Equity Shares is ₹ [●] per Equity Share and the Cap Price is ₹ [●] per Equity Share. The Anchor Investor Offer Price is ₹ [●] per Equity Share. The Offer Price is [●] times the face value of the Equity Shares. At any given point of time there shall be only one denomination of the Equity Shares of our Company, subject to applicable laws.

The Price Band, Offer Price and the minimum Bid Lot size for the Offer will be decided by our Company and the Selling Shareholder in consultation with the BRLM on the basis of assessment of market demand for the Equity Shares offered by way of Book Building and advertised in [●] edition of [●] of the English national newspaper, [●] and [●] edition of the Hindi national newspaper, with wide circulation, (Hindi also being the regional language of Delhi, where our Registered office is located) and made available on the websites of the Stock Exchanges, at least 2 (two) Working Days prior to the Bid/Offer Opening Date. 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 websites of the Stock Exchanges.

Rights of the Equity Shareholders

Subject to applicable laws, rules, regulations and guidelines and the Articles of Association, our Shareholders shall have the following rights:

- Right to receive dividend, if declared;
- Right to attend general meetings and exercise voting rights, unless prohibited by law;
- Right to vote on a poll either in person or by proxy, in accordance with the provisions of the Companies Act;
- Right to receive offer for rights shares and be allotted bonus shares, if announced;
- Right to receive surplus on liquidation, subject to any statutory and preferential claim being satisfied;
- Right of free transferability, subject to applicable laws including any RBI rules and regulations; and

- Such other rights, as may be available to a shareholder of a listed Public Limited Company under the Companies Act, the terms of the listing agreements with the Stock Exchange(s), SEBI LODR Regulations and the Memorandum and Articles of Association of our Company.

For a detailed description of the main provisions of the Articles of Association of our Company relating to voting rights, dividend, forfeiture and lien and/or consolidation/splitting, please see the chapter titled “*Main Provisions of Articles of Association*” beginning on page 286 of this DRHP.

Market Lot and Trading Lot

In terms of Section 29 of the Companies Act, 2013, the Equity Shares shall be allotted only in dematerialised form. As per the existing SEBI ICDR Regulations, the trading in the Equity Shares shall only be in dematerialised form for all Bidders. In this context, 2 (two) agreements have been signed among our Company, the respective Depositories and the Registrar to the Offer:

- Agreement dated July 25, 2018 among NSDL, our Company and Link Intime India Private Limited; and
- Agreement dated July 17, 2018 among CDSL, our Company and Link Intime India Private Limited.

Since trading of our Equity Shares is in dematerialised form, the tradable lot is 1 (one) Equity Share. Allocation and Allotment through this Offer will be done only in electronic form in multiples of one subject to (i) a minimum Allotment of [●] Equity Shares.

Nomination Facility to Bidders

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, along 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, shall vest in relation to such securities, to the exclusion of all other persons, unless the nomination is varied or cancelled in the prescribed manner. A person, being a nominee, entitled to the Equity Shares by reason of the death of the original holder(s), shall, be entitled to the same advantages to which he or she would be entitled if he or she were the registered holder of the equity share(s). 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 his or her death during the minority. A nomination shall stand rescinded upon a sale/transfer/alienation of equity share(s) by the person nominating. A buyer will be entitled to make a fresh nomination in the manner prescribed. Fresh nomination can be made only on the prescribed form available on request at our Registered Office or to the Registrar. 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.

Any person who becomes a nominee by virtue of the provisions of Section 72 of the Companies Act, 2013, shall upon the production of such evidence as may be required by the Board, elect either:

- a) to register himself or herself as the holder of the Equity Shares; or
- b) 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 ninety days, our Board may thereafter withhold payment of all dividends, bonuses or other moneys 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 dematerialized mode there is no need to make a separate nomination with our Company. Nominations registered with respective depository participant of the applicant would prevail. If the Bidder wants to change the nomination, they are requested to inform their respective depository participant.

Period of subscription list

For details, please see the section titled “Terms of the Offer – Bidding Programme” on page 239 of the chapter titled “Terms of Offer” beginning on 237 page of this DRHP

Compliance with the SEBI ICDR Regulations

Our Company shall comply with all applicable disclosure and accounting norms as specified by SEBI from time to time.

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-owners with benefits of survivorship.

Jurisdiction

Exclusive jurisdiction for the purpose of this Offer is with the competent courts/authorities in Mumbai, Maharashtra, India.

The Equity Shares have not been and will not be registered under the U.S. Securities Act of 1933 (“Securities Act”) and may not be offered or sold within the United States (as defined in Regulation S under the Securities Act), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Accordingly, the Equity Shares are only being offered and sold outside the United States in offshore transactions in compliance with Regulation S under the Securities Act and the applicable laws of the jurisdiction where those offers and sales occur.

Bidding Programme*

FOR ALL BIDDERS	OFFER OPENS ON [●]
FOR QIBs**	OFFER CLOSES ON [●]
FOR RETAIL AND NON-INSTITUTIONAL BIDDERS	OFFER CLOSES ON [●]

**Our Company in consultation with the Selling Shareholder and BRLM may allocate up to 60% of the QIB Portion, i.e. [●] Equity Shares, to Anchor Investors on a discretionary basis, in accordance with the SEBI ICDR Regulations. Anchor Investors shall bid on the Anchor Investor Bidding Date.*

***Our Company and Selling Shareholder in consultation with the BRLM may consider closing the Bidding Period for QIBs one Working Day prior to the Bid Closing Date in accordance with the SEBI ICDR Regulations.*

An indicative timetable in respect of the Offer is set out below:

Event	Indicative Date
Bid Closing Date	[●]
Finalisation of Basis of Allotment with the Designated Stock Exchange	[●]
Initiation of refunds / Unblocking of ASBA Accounts	[●]
Credit of the Equity Shares to depository accounts of Allottees	[●]
Commencement of trading of the Equity Shares on the Stock Exchanges	[●]

The above timetable is indicative and does not constitute any obligation on our Company or the Selling Shareholder or the BRLM. While our Company shall ensure that all steps for the completion of the necessary formalities for the listing and the commencement of trading of the Equity Shares on the Stock Exchanges are taken within six Working Days of the Bid/Offer Closing Date or such other period as may be prescribed, the timetable may change due to various factors, such as extension of the Bidding Period by our Company and the Selling Shareholder, revision of the Price Band or any delays in receiving the final listing and trading approval from the Stock Exchanges. The commencement of trading of the Equity Shares will be entirely at the discretion of the Stock Exchanges and in accordance with the applicable laws. The Selling Shareholder confirms that it shall extend all reasonable co-operation required and requested by our Company and the BRLM for the completion of the necessary formalities for listing and commencement of trading of the Equity Shares on the Stock Exchanges within six Working Days from the Bid Closing Date, or such other period as may be prescribed under applicable law to the extent of itself and its Offered Shares.

Except in relation to the Bids received from the Anchor Investors, Bids and any revision in Bids shall be accepted only between 10.00 a.m. and 5.00 p.m. (Indian Standard Time) during the Bidding Period (except on the Bid Closing Date) at the Bidding Centres and the Designated SCSB Branches as mentioned on the Bid cum Application Form except that:

- (i) on the QIB Bid Closing Date, in case of Bids by QIBs under the Net QIB Portion, the Bids and the revisions in Bids shall be accepted only between 10.00 a.m. and 3.00 p.m. (Indian Standard Time) and uploaded until 4.00 p.m.;
- (ii) on the Bid Closing Date:
 - a. in case of Bids by Non-Institutional Bidders and Eligible Employees, the Bids and the revisions in Bids shall be accepted only between 10.00 a.m. and 3.00 p.m. (Indian Standard Time) and uploaded until 4.00 p.m.; and
 - b. in case of Bids by Retail Individual Bidders or Eligible Employees bidding under the Employee Reservation Portion], the Bids and the revisions in Bids shall be accepted only between 10.00 a.m. and 3.00 p.m. (Indian Standard Time) and uploaded until 5.00 p.m., which may be extended up to such time as deemed fit by the Stock Exchanges after taking into account the total number of applications received up to the closure of timings and reported by Book Running Lead Managers to the Stock Exchanges.

It is clarified that the Bids not uploaded on the online IPO system or in respect of which the full Bid Amount is not blocked by SCSBs would be rejected.

Due to limitation of the time available for uploading the Bids on the Bid Closing Date, the Bidders are advised to submit their Bids one day prior to the Bid Closing Date and, in any case, no later than 1.00 p.m. (Indian Standard Time) on the Bid Closing Date. Bidders are cautioned that, in the event a large number of Bids are received on the Bid Closing Date, as is typically experienced in public offerings in India, it may lead to some Bids not being uploaded due to lack of sufficient time to upload. Such Bids that cannot be uploaded will not be considered for allocation under this Offer. Bids will only be accepted on Working Days. Investors please note that as per letter no. List/smd/sm/2006 dated July 3, 2006 issued by BSE, bids and any revision in Bids shall not be accepted on Saturdays and holidays as declared by the Stock Exchanges. Bids by ASBA Bidders shall be uploaded by the SCSBs in the electronic system to be provided by the Stock Exchanges. The Company, the Selling Shareholder or any member of the Syndicate is not liable for any failure in uploading the Bids due to faults in any software / hardware system or otherwise.

In case of any discrepancy in the data entered in the electronic book vis-à-vis the data contained in the physical Bid cum Application Form, for a particular Bidder, the details as per the Bid file received from the Stock Exchanges may be taken as the final data for the purpose of Allotment. In case of discrepancy in the data entered in the electronic book vis-à-vis the data contained in the physical or electronic Bid cum Application Form, for a particular ASBA Bidder, the Registrar to the Offer shall ask for rectified data from the SCSB within the timelines under applicable law.

Our Company and the Selling Shareholder in consultation with the BRLM, reserves the right to revise the Price Band during the Bidding Period in accordance with the SEBI ICDR Regulations. In such an event, the Cap Price shall 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 immediately preceding sentence, the Floor Price can move up or down to the extent of 20% of the Floor Price, as advertised at least two Working Days before the Bid Opening Date.

In case of revision in the Price Band, the Bidding Period shall be extended for at least three additional Working Days after such revision, subject to the total Bidding Period not exceeding 10 Working Days. Any revision in the Price Band, and the revised Bidding Period, if applicable, shall be widely disseminated by notification to the Designated Intermediaries and the Stock Exchanges, by issuing a press release and also by indicating the change on the websites of the BRLM and the terminals of the other members of the Syndicate. However, in case of revision in the Price Band, the Bid Lot shall remain the same.

Minimum Subscription

The minimum subscription in this Offer shall be 90% of the Fresh Issue Portion. If our Company does not receive (i) the minimum subscription of 90% of the Fresh Issue ; and (ii) a subscription in the Offer equivalent to the minimum number of securities as specified under Rule 19(2)(b)(i) of the SCRR, on account of withdrawal of applications, or after technical rejections, or if the listing or trading permission is not obtained from the Stock Exchanges for the securities so offered under the Red Herring Prospectus, our Company shall forthwith refund the entire subscription amount received, no later than 15 days from the closure of the Offer in accordance with Regulation 45 of the SEBI ICDR Regulations. If there is a delay beyond 15 days after the Company becoming liable to repay the subscription amount, the Company and every director of the Company who are the officers in default, shall pay interest at the rate of 15 per cent. per annum for the delayed period. The Selling Shareholder shall, reimburse, in proportion to the Offered Shares, any interest incurred by

the Company on behalf of the Selling Shareholder for such delays in making refunds, provided that the Selling Shareholder shall not be responsible to pay such interest unless such delay has been caused solely and directly attributable to an act or omission of the Selling Shareholder. For further details relating to Offer related expenses, please see the chapter titled “Objects of the Offer” beginning on page 79 of this DRHP.

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) through the Equity Shares offered pursuant to the Offer for Sale; and
- (ii) subsequently through the balance part of the Fresh Issue.

Our Company will not receive any proceeds of the Offer for Sale by the Selling Shareholder. The Selling Shareholder will be entitled to the proceeds of the Offer for Sale after deducting its portion of the Offer related expenses. Except for the listing fees for the Offer and expenses on account of corporate advertisements and expenses relating to legal costs incurred by the Company (excluding expenses relating to the legal counsel to the Company in the Offer) which shall be borne exclusively by the Company and expenses relating to the legal counsel of the Selling Shareholder which will be borne solely by the Selling Shareholder, all costs, fees and expenses with respect to the Offer will be shared, between our Company and the Selling Shareholder respectively, in proportion of the proceeds received for the Fresh Issue and the Offer for Sale, as may be applicable, upon the successful completion of the Offer. Further, in the event that the Offer is withdrawn for any reason whatsoever, all Offer related expenses will be borne in the manner agreed between the Company and the Selling Shareholder. Further, for ease of operations, expenses of the Selling Shareholder attributable to the Offer for Sale may at the outset be borne by our Company and the Selling Shareholder shall reimburse our Company for expenses incurred by our Company on behalf of the Selling Shareholder, in relation to the Offer, upon successful completion of the Offer, in the manner prescribed under applicable law and in the manner agreed upon between the Company and the Selling Shareholder.

Further, in accordance with Regulation 49(1) of the SEBI ICDR Regulations, we shall ensure that the number of prospective Allottees to whom the Equity Shares will be allotted will be not less than 1,000.

If at least 75% of the Net Offer is not Allotted to the QIBs, the entire application money shall be refunded forthwith.

Arrangements for Disposal of Odd Lots

Since our Equity Shares will be traded in dematerialised form only, the market lot of our Equity Shares will be one, no arrangements for disposal of odd lots are required.

Restrictions, if any on Transfer and Transmission of Equity Shares

Except for (a) the lock-in of the pre-Offer capital of our Company and the Promoters’ minimum Contribution and the Anchor Investor lock-in as provided in “*Capital Structure*” on pages 76 and **Error! Bookmark not defined.**, respectively and (b) otherwise provided in our Articles of Association, as described in the chapter titled “*Main Provisions of the Articles of Association*” beginning on page 286, there are no restrictions on transfer and transmission of shares/ debentures and on their consolidation/ splitting.

Employee Discount

The Employee Discount, if any, will be offered to Eligible Employees at the time of making a Bid. Eligible Employees bidding at a price within the Price Band can make payment at the Bid Amount, at the time of making a Bid. Eligible Employees bidding at the Cut-Off Price have to ensure payment at the Cap Price at the time of making a Bid. Eligible Employees must mention the Bid Amount while filling the Bid cum Application Form. The maximum Bid Amount under the Employee Reservation Portion by an Eligible Employee shall not exceed ₹500,000 (net of Employee Discount). However, the initial Allotment to an Eligible Employee in the Employee Reservation Portion shall not exceed ₹200,000 (net of Employee Discount). Only in the event of an undersubscription in the Employee Reservation Portion post the initial allotment, such unsubscribed portion may be Allotted on a proportionate basis to Eligible Employees Bidding in the Employee Reservation Portion, for a value in excess of ₹200,000, subject to the total Allotment to an Eligible Employee not exceeding ₹500,000 (net of Employee Discount).

Allotment only in Dematerialized Form

Pursuant to Section 29 of the Companies Act, 2013, the Equity Shares being offered through the Red Herring Prospectus can be applied for and will be allotted in dematerialized form only. Bidders will not have the option of Allotment of the Equity Shares in physical form. Further, as per the SEBI ICDR Regulations, the trading of the Equity Shares shall only be in dematerialised form on the Stock Exchanges.

Withdrawal of the Offer

Our Company and the Selling Shareholder, in consultation with the BRLM, reserve the right not to proceed with the Offer any time after the Bid/Offer Opening Date but before the Allotment. In such an event, our Company would issue a public notice in the same newspapers, in which the pre-Offer advertisements were published, within two days of the Bid Closing Date, providing reasons for not proceeding with the Offer. Further, the Stock Exchanges shall be informed promptly in this regard by our Company. The BRLM, through the Registrar to the Offer, shall notify the SCSBs to unblock the Bank Accounts of the ASBA Bidders within one Working Day from the date of receipt of such notification. In the event of withdrawal of the Offer and subsequently, plans of an IPO by our Company and the Selling Shareholder, a fresh draft red herring prospectus will be submitted to SEBI.

Notwithstanding the foregoing, this Offer is also subject to obtaining the final listing and trading approvals of the Stock Exchanges, which our Company shall apply for after Allotment, and the final RoC approval of the Prospectus.

In the event of failure to make an application for listing by the Company within such period as may be specified by the SEBI from time to time, or non-receipt of the listing permission by the issuer from the stock exchange(s) or withdrawal of the Observation Letter issued by the SEBI, wherever applicable, the securities shall not be eligible for listing and the Company shall be liable to refund the subscription monies, if any, to the respective allottees immediately, along with penal interest for each day of delay at the rate of fifteen per cent. per annum from the date of allotment.

OFFER STRUCTURE

Initial public offering of up to 2,666,408 Equity Shares of face value ₹ 10/- each, for cash at a price of ₹[●] per Equity Share (including a share premium of ₹[●] per Equity Share), aggregating up to ₹[●] million consisting of a Fresh Issue to the public of up to 1,010,000 Equity Shares aggregating up to ₹[●] million and an Offer for Sale of up to 1,656,408 Equity Shares aggregating up to ₹[●] million, by the Selling Shareholder. The Offer comprises the Net Offer and the Employee Reservation Portion. The Employee Reservation comprises of up to [●] Equity Shares aggregating up to ₹[●] million. The Offer and the Net Offer constitutes [●] % and [●] % of the post-Offer paid up Equity Share capital of the Company, respectively. Our Company and the Selling Shareholder may, in consultation with the Book Running Lead Manager, offer a discount of ₹[●] on the Offer Price to Eligible Employees Bidding in the Employee Reservation Portion.

Particulars	QIBs	Non Institutional Bidders	Retail Individual Bidders	Eligible Employees
Number of Equity Shares available for allocation/ Allotment (*)	Upto [●] Equity Shares.	Not more than [●] Equity Shares or Net Offer less allocation to QIB Bidders and Retail Individual Bidders shall be available for allocation.	Not more than [●] Equity Shares or Net Offer less allocation to QIB Bidders and Non-Institutional Bidders shall be available for allocation.	Up to [●] Equity Shares aggregating up to ₹[●] million.
Percentage of Offer available for Allotment/ Allocation	At least 75% of the Net Offer shall be Allotted to QIB Bidders. However, 5% of the Net QIB Portion (excluding the Anchor Investor Portion) shall be available for allocation proportionately to Mutual Funds only. Mutual Funds participating in the 5% reservation in the Net QIB Portion will also be eligible for allocation in the remaining QIB Portion. The unsubscribed portion in the Mutual Fund reservation will be available to QIBs	Not more than 15% of the Net Offer	Not more than 10% of the Net Offer	[●] Equity Shares, constituting approximately [●] % of the Offer.
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; and (b) [●] Equity Shares shall be Allotted on a proportionate basis to all QIBs (other than Anchor Investors) including Mutual Funds receiving allocation as per (a) above.	Proportionate.	Allotment to each Retail Individual Bidder shall not be less than the minimum Bid Lot, subject to availability of Equity Shares in the Retail Portion and the remaining available Equity Shares, if any, shall be allocated proportionately. For further details, please see chapter titled "Offer Procedure" on page 247 of this DRHP	Proportionate unless the Employee Reservation Portion is undersubscribed, the value of allocation to an eligible Employee shall not exceed ₹200,000. In the event of undersubscription in the Employee Reservation Portion, the unsubscribed portion may be allocated, on a proportionate

Particulars	QIBs	Non Institutional Bidders	Retail Individual Bidders	Eligible Employees
	Our Company in consultation with the Selling Shareholder and BRLM may allocate up to 60% of the QIB Portion to Anchor Investors at the Anchor Investor Allocation Price on a discretionary basis, out of which at least one-third will be reserved for domestic Mutual Funds, subject to valid Bids being received from domestic Mutual Funds at or above the Anchor Investor Allocation Price.			basis, to Eligible Employees for value exceeding ₹200,000 up to ₹500,000 each.
Mode of Bidding	Through ASBA process only (except for Anchor Investors)	Through ASBA process only	Through ASBA process only	Through ASBA process only
Minimum Bid	Such number of Equity Shares so that the Bid Amount exceeds ₹ 200,000 and in multiples of [●] Equity Shares thereafter	Such number of Equity Shares so that the Bid Amount exceeds ₹200,000 and in multiples of [●] Equity Shares thereafter	[●] Equity Shares and in multiples of [●] Equity Shares thereafter	[●] Equity Shares and in multiples of [●] Equity Shares thereafter
Maximum Bid	Such number of Equity Shares not exceeding the size of the Offer, subject to applicable limits.	Such number of Equity Shares not exceeding the size of the Offer, subject to applicable limits.	Such number of Equity Shares whereby the Bid Amount does not exceed ₹200,000.	Such number of Equity Shares (in multiples of [●] Equity Shares) for which the Bid Amount does not exceed ₹500,000.##
Mode of Allotment	Compulsorily in dematerialised form.	Compulsorily in dematerialised form.	Compulsorily in dematerialised form.	Compulsorily in dematerialised form.
Bid Lot	[●] Equity Shares and in multiples of [●] Equity Shares thereafter	[●] Equity Shares and in multiples of [●] Equity Shares thereafter.	[●] Equity Shares and in multiples of [●] Equity Shares thereafter.	[●] Equity Shares and in multiples of [●] Equity Shares thereafter.
Allotment Lot	A minimum of [●] Equity Shares and thereafter in multiples of one Equity Share	A minimum of [●] Equity Shares and thereafter in multiples of one Equity Share subject to availability in the Non-Institutional Portion	A minimum of [●] Equity Shares and thereafter in multiples of one Equity Share subject to availability in the Retail Portion	A minimum of [●] Equity Shares and in multiples of one Equity Share thereafter, subject to availability in the Employee Reservation Portion
Trading Lot	One Equity Share.	One Equity Share.	One Equity Share.	One Equity Share.
Who can Apply**	Mutual Funds, Venture Capital Funds, AIFs, FVCIs, FPIs (other than Category III FPIs), public	Eligible NRIs, Resident Indian individuals, HUFs (in the name of the	Resident Indian individuals, HUFs in the name of the Karta) and Eligible NRIs.	Eligible Employees.

Particulars	QIBs	Non Institutional Bidders	Retail Individual Bidders	Eligible Employees
	financial institution as defined in section 2(72) of the Companies Act, 2013, a scheduled commercial bank, multilateral and bilateral development financial institution, state industrial development corporation, insurance company registered with the Insurance Regulatory and Development Authority of India, provident fund with minimum corpus of ₹250 million, pension fund with minimum corpus of ₹250 million, National Investment Fund set up by the Government of India, insurance funds set up and managed by army, navy or air force of the Union of India and insurance funds set up and managed by the Department of Posts, India.	Karta), companies, corporate bodies, scientific institutions, societies and trusts, subaccounts of FIIs registered with SEBI, which are foreign corporates or foreign individuals and Category III FPIs		
Terms of Payment	The entire Bid Amount shall be payable at the time of submission of Bid cum Application Form by for Anchor Investors. # In case of ASBA Bidders, the SCSB shall be authorised to block the Bid Amount in the ASBA Account of the ASBA Bidder mentioned in the Bid cum Application Form.			

**Subject to valid Bids being received at or above the Offer Price. The Offer is being made through the Book Building Process wherein at least 75% of the Net Offer shall be Allotted to QIB Bidders on a proportionate basis. Provided that, our Company in consultation with the Selling Shareholder and BRLM may, allocate up to 60% of the QIB Portion to Anchor Investors at the Anchor Investor Allocation Price, on a discretionary basis, out of which at least one-third will be reserved for domestic Mutual Funds, subject to valid Bids being received from domestic Mutual Funds at or above the Anchor Investor Allocation Price. In the event of under-subscription or non-allocation in the Anchor Investor Portion, the balance Equity Shares shall be added to the Net QIB Portion. Such number of Equity Shares representing 5% of the Net QIB Portion (other than the Anchor Investor Portion) shall be available for allocation on a proportionate basis to Mutual Funds only. The remainder shall be available for allocation on a proportionate basis to QIBs (other than Anchor Investors) including Mutual Funds, subject to valid Bids being received from them at or above the Offer Price. Mutual Funds participating in the 5% reservation in the Net QIB Portion will also be eligible for allocation in the remaining QIB Portion. The unsubscribed portion in the Mutual Fund reservation will be available to QIBs. Further, not more than 15% of the Net Offer shall be available for allocation on a proportionate basis to Non-Institutional Bidders and not more than 10% of the Net Offer shall be available for allocation to Retail Individual Bidders in accordance with the SEBI ICDR Regulations, subject to valid Bids being received at or above the Offer Price, such that, subject to availability of Equity Shares, each Retail Individual Bidder shall be Allotted not less than the minimum Bid Lot, and the remaining Equity Shares, if available, shall be allotted to all Retail Individual Bidders on a proportionate basis.*

Subject to valid Bids being received at or above the Offer Price, under-subscription, if any, in the Non-Institutional Portion and Retail Portion would be allowed to be met with spill-over from other categories or a combination of categories at the discretion of our Company in consultation with the Selling Shareholder and BRLM and the Designated Stock Exchange. However, under-subscription, if any, in the QIB Portion will not be allowed to be met with spill-over from other categories or a combination of categories. Balance Equity Shares arising out of under-subscription, if any, in the Employee Reservation Portion will be added to the Net Offer. In case of under-subscription in the Net Offer, spill-over to the extent of under-subscription shall be permitted to be met with spill over from the Employee Reservation Portion, subject to compliance with Rule 19(2)(b) of the SCRR.

*** In case a Bid cum Application Form is submitted in joint names, the investors should ensure that the depository account is also held in the same joint names and the names are in the same sequence in which they appear in the Bid cum Application Form. 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. The signature of only such 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.*

The QIB Portion includes Anchor Investor Portion, as per the SEBI ICDR Regulations. Anchor Investors shall pay the entire Bid Amount at the time of submission of the Anchor Investor Bid. Provided that any difference between the Anchor Investor Allocation Price and Anchor Investor Offer Price, shall be payable by the Anchor Investor Pay-in Date.

Eligible Employees Bidding in the Employee Reservation portion can Bid up to a Bid Amount of ₹500,000. However, a Bid by an Eligible Employee in the Employee Reservation Portion will be considered for allocation, in the first instance, for a Bid Amount of up to ₹200,000. In the event of under-subscription in the Employee Reservation Portion (post the initial Allocation of up to ₹200,000 per Eligible Employee), the unsubscribed portion will be available for allocation and Allotment, proportionately to all Eligible Employees who have Bid in excess of ₹200,000, subject to the maximum value of Allotment made to an Eligible Employee not exceeding ₹500,000 (which shall be less the Employee Discount, if applicable). The unsubscribed portion, if any, in the Employee Reservation Portion (after allocation to Eligible Employees with Bid Amounts over ₹200,000 upto a maximum of ₹500,000), shall be added to the Net Offer. Subject to valid Bids being received at or above the Offer Price, under-subscription(if any) in the Non-Institutional Portion or the Retail Portion would be allowed to be met with spill-over from other categories or a combination of categories at the discretion of our Company in consultation with the Selling Shareholder, BRLM and the Designated Stock Exchange, on a proportionate basis. However, under-subscription, if any, in the QIB Portion will not be allowed to be met with spill-over from other categories or a combination of categories.

OFFER PROCEDURE

All Bidders should review the General Information Document for Investing in Public Issues prepared and issued in accordance with the circular (CIR/CFD/DIL/12/2013) dated October 23, 2013 notified by SEBI and updated pursuant to the circular (CIR/CFD/POLICYCELL/11/2015) dated November 10, 2015 as amended and modified by the circular (SEBI/HO/CFD/DIL/CIR/P/2016/26) dated January 21, 2016, and SEBI Circular bearing number (SEBI/HO/CFD/DIL2/CIR/P/2018/22) dated February 15, 2018, notified by SEBI (“General Information Document”), which highlights the key rules, processes and procedures applicable to public issues in general in accordance with the provisions of the Companies Act, the Securities Contracts (Regulation) Act, 1956, the Securities Contracts (Regulation) Rules, 1957 and the SEBI ICDR Regulations. The General Information Document is also available on the websites of the Stock Exchanges and the BRLM. Please refer to the relevant portions of the General Information Document which are applicable to this Offer. All Designated Intermediaries in relation to the Offer should ensure compliance with the SEBI circular (CIR/CFD/POLICYCELL/11/2015) dated November 10, 2015, as amended and modified by the SEBI circular (SEBI/HO/CFD/DIL/CIR/P/2016/26) dated January 21, 2016, and SCSBs should ensure compliance with the SEBI Circular bearing number (SEBI/HO/CFD/DIL2/CIR/P/2018/22) dated February 15, 2018, in relation to clarifications on streamlining the process of public issue of equity shares and convertibles.

Our Company, the Selling Shareholder and the BRLM do not accept any responsibility for the completeness and accuracy of the information stated in this chapter and the General Information Document and are not liable for any amendment, modification or change in the applicable law which may occur after the date of the Draft Red Herring Prospectus. Bidders are advised to make their independent investigations and ensure that their Bids 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 the Red Herring Prospectus and the Prospectus.

Please note that all Bidders (other than Anchor Investors) applying in the Offer can participate in the Offer only through the ASBA process. Bidders should carefully read the provisions applicable before making their application through the ASBA process. Bidders are required to ensure that the ASBA Account has sufficient credit balance as an amount equivalent to the full Bid Amount can be blocked by the SCSB at the time of submitting the Bid

Book Building Procedure

This Offer is being made through the Book Building Process in accordance with Regulation 6(2) of the SEBI ICDR Regulation wherein at least 75% of the Net Offer shall be available for allocation on a proportionate basis to QIBs. Our Company in consultation with the Selling Shareholder and BRLM may allocate up to 60% of the QIB Portion to Anchor Investors at the Anchor Investor Allocation Price, on a discretionary basis, in accordance with SEBI ICDR Regulations out of which at least one-third will be available for allocation to domestic Mutual Funds, subject to valid Bids being received from domestic Mutual Funds at or above the Anchor Investor Allocation Price. In the event of under-subscription or non-allocation in the Anchor Investor Portion, the balance of Equity Shares shall be added to the Net QIB Portion. Further, 5% of the Net QIB Portion (other than the Anchor Investor Portion) shall be available for allocation on a proportionate basis to Mutual Funds only, and the remainder shall be available for allocation on a proportionate basis to all QIB Bidders (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 Net QIB Portion, the balance Equity Shares available for allocation in the Mutual Fund Portion will be added to the remaining Net QIB Portion for proportionate allocation to QIBs. Further, not more than 15% of the Net Offer will be available for allocation on a proportionate basis to Non-Institutional Bidders and not more than 10% of the Net Offer will be available for allocation to Retail Individual Bidders in accordance with the SEBI ICDR Regulations, subject to valid Bids being received at or above the Offer Price, such that, subject to availability of Equity Shares, each Retail Individual Bidder shall be Allotted not less than the minimum Bid Lot, and the remaining Equity Shares, if available, shall be allotted to all Retail Individual Bidders on a proportionate basis.

Subject to valid Bids being received at or above the Offer Price, in the event of under-subscription in the Retail Portion or the Non-Institutional Portion in the Offer, the unsubscribed portion would be allowed to be met with spill over from over subscription from other category at the discretion of our Company in consultation with the Selling Shareholder, BRLM and the Designated Stock Exchange. However, under-subscription, if any, in the QIB Portion will not be allowed to be met with spill-over from other categories or a combination of categories. Balance Equity Shares arising out of under-subscription, if any, in the Employee Reservation Portion will be added to the Net Offer. In case of under-subscription in the Net Offer, spill-over to the extent of under-subscription shall be permitted to be met with spill over from the Employee Reservation Portion, subject to compliance with Rule 19(2)(b) of the SCRR.

Investors should note that the Equity Shares will be Allotted to all successful Bidders only in dematerialised form. It is mandatory to furnish the details of Bidder's depository account along with Bid cum Application Form. The Bid cum Application Forms which do not have the details of the Bidders' depository account, including the DP ID Numbers and the beneficiary account number shall be treated as incomplete and rejected. Bid cum Application Forms which do not have the details of the Bidders' PAN, (other than Bids made on behalf of the Central and the State Governments, residents of the state of Sikkim and official appointed by the courts) shall be treated as incomplete and are liable to be rejected. Bidders will not have the option of being Allotted Equity Shares in physical form. The Equity Shares on Allotment shall be traded only in the dematerialised segment of the Stock Exchanges.

Bid cum Application Form

Retail Individual Bidders can submit their Bids by submitting Bid cum Application Forms, in physical form, to the members of the Syndicate, the sub-Syndicate, the Registered Brokers, Registrars to Offer and Depository Participants.

Bid cum Application Forms, will be available with the Syndicate/sub-Syndicate members, SCSBs and at our Registered Office and Corporate Offices. In addition, the Bid cum Application Forms will also be available for download on the websites of the Stock Exchanges, NSE (www.nseindia.com) and BSE (www.bseindia.com), at least one day prior to the Bid Opening Date. Physical Bid cum Application Forms for Anchor Investors shall be made available at the offices of the BRLM.

QIBs (other than Anchor Investors), Non-Institutional Bidders and Retail Individual Bidders shall mandatorily participate in the Offer only through the ASBA process. Anchor Investors are not permitted to participate in the Offer through the ASBA process

Bidders shall ensure that the Bids are made on Bid cum Application Forms bearing the stamp of a member of the Syndicate or the Registered Broker or the SCSBs or Registrars to Offer or Depository Participants, as the case may be, submitted at the Bidding centres only (except in case of electronic Bid cum Application Forms) and the Bid cum Application Forms not bearing such specified stamp are liable to be rejected.

ASBA Bidders can submit their Bids by submitting Bid cum Application Forms, either in physical or electronic mode, to the SCSB with whom the ASBA Account is maintained or in physical form to the Syndicate, the sub-Syndicate or the Registered Brokers or Registrar to Offer or Depository Participants. The physical Bid cum Application Forms will be available with the Designated Branches, members of the Syndicate / sub-Syndicate and at our Registered Office.

Upon acceptance of a Bid cum Application Form, it is the responsibility of the Registered Brokers, or Registrar to Offer and Depository Participants to comply with the obligations set out in the SEBI circulars nos. CIR/CFD/14/2012 dated October 4, 2012 and CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015, including in relation to uploading the Bids on the online system of the Stock Exchanges and forwarding the schedule along with the Bid cum Application Form to the relevant branch of the SCSB and they are liable for any failure in this regard.

The prescribed colour of the Bid cum Application Form for the various categories is as follows:

Category	Colour of Bid cum Application Form*
Resident Indians and Eligible NRIs applying on a non-repatriation basis**	White
Non-Residents including Eligible NRIs, FIIs, FPIs, or FVCIs, registered multilateral and bilateral development financial institutions applying on a repatriation basis**	Blue
Anchor Investors***	White
Eligible Employees Bidding in the Employee Reservation Portion	Pink

* Excluding electronic Bid cum Application Form.

** Bid cum Application forms will also be available on the website of the NSE (www.nseindia.com) and the BSE (www.bseindia.com). Same Bid cum Application Form applies to all ASBA Bids irrespective of whether they are submitted to the SCSBs, to the Registered Brokers, or to the Syndicate (in Specified Cities).

*** Bid cum Application Forms for Anchor Investors shall be available at the offices of the BRLM.

Designated Intermediaries (other than SCSBs) shall submit/deliver the ASBA Forms to the respective SCSB, where the Bidder has a bank account and shall not submit it to any non-SCSB bank or any Escrow Collection Bank.

Who can Bid?

Each Bidder should check whether it is eligible to apply under applicable law. Furthermore, certain categories of Bidders, such as NRIs, FPIs and FVCIs may not be allowed to Bid in the Offer or to hold Equity Shares, in excess of certain limits specified under applicable law.

Subject to the above, an illustrative list of Bidders is as follows:

- Indian nationals resident in India who are competent to contract under the Indian Contract Act, 1872, in single or joint names (not more than three);
- Hindu Undivided Families or HUFs, in the individual name of the *Karta*. The Bidder 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: XYZ Hindu Undivided Family applying through XYZ, where XYZ is the name of the *Karta*”. Bids by HUFs will be considered at par with Bids from individuals;
- Companies, corporate bodies and societies registered under applicable law in India and authorised to invest in equity shares;
- NRIs on a repatriation basis or on a non-repatriation basis subject to applicable law;
- Qualified Foreign Investors subject to applicable law;
- Indian Financial Institutions, regional rural banks, co-operative banks (subject to RBI regulations and the SEBI ICDR Regulations and other laws, as applicable);
- Trusts/ societies registered under the Societies Registration Act, 1860, or under any other law relating to trusts/ societies and who are authorised under the irrelative constitutions to hold and invest in equity shares
- Limited liability partnerships registered under the Limited Liability Partnership Act, 2008;
- Insurance companies registered with IRDAI;
- Mutual Funds registered with SEBI;
- FPIs other than Category III Foreign Portfolio Investor;
- Category III Foreign Portfolio Investors, which are foreign corporates or foreign individuals only under the Non-Institutional Investors category;
- Eligible Employees Bidding in the Employee Reservation Portion;
- Scientific and/ or industrial research organisations authorised in India to invest in the Equity Shares; and
- Any other person eligible to Bid in this Offer, under the laws, rules, regulations, guidelines and policies applicable to them.

The Equity Shares have not been and will not be registered under the U.S. Securities Act, 1933 (the “U.S. Securities Act”) or the securities laws of any state of the United States and 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 only outside 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.

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.

Participation by Promoter, Promoter Group and persons related to them, associates and affiliates of BRLM and Syndicate member(s)

The BRLM and the Syndicate member(s) shall not be entitled to purchase in this Offer in any manner except towards fulfilling their underwriting obligations. However, the associates and affiliates of the BRLM and the Syndicate member(s) may subscribe to or acquire Equity Shares in the Offer, either in the Net QIB Portion or Non-Institutional Portion as may be applicable to such Bidder, where the allocation is on a proportionate basis. Such Bidding and subscription may be on their own account or on behalf of their clients. All categories of investors, including associates and affiliates of BRLM and Syndicate member(s), shall be treated equally for the purpose of allocation to be made on a proportionate basis.

The BRLM or any associates of the BRLM (other than mutual funds sponsored by entities which are associate of the BRLM or insurance companies promoted by entities which are associate of the BRLM or Alternate Investment Funds (AIFs) sponsored by the entities which are associate of the BRLM or FPIs other than Category III sponsored by the entities which are associate of the BRLM) nor our Promoters and the Promoter Group or any person related to them cannot apply in the Offer under the Anchor Investor Portion.

It is clarified that a qualified institutional buyer who has any of the following rights shall be deemed to be a person related to the promoters or promoter group of the issuer:

- (I) rights under a shareholders' agreement or voting agreement entered into with promoters or promoter group of the issuer;
- (II) veto rights; or
- (III) right to appoint any nominee director on the board of the issuer.

Maximum and Minimum Bid Size

- (a) The Bidder may Bid for the desired number of Equity Shares at a specific price. Bids by Retail Individual Investors must be for such number of shares so as to ensure that the Bid Amount, payable by the Bidder does not exceed ₹ 200,000. In case the Bid Amount exceeds ₹ 200,000 due to revision of the Bid or any other reason, the Bid may be considered for allocation under the Non-Institutional Category, then such Bid may be rejected if it is at the Cut-off Price. Eligible Employees Bidding in the Employee Reservation portion can Bid up to a Bid Amount of ₹500,000. However, a Bid by an Eligible Employee in the Employee Reservation Portion will be considered for allocation, in the first instance, for a Bid Amount of up to ₹200,000. In the event of under-subscription in the Employee Reservation Portion (post the initial Allocation of up to ₹ 200,000 per Eligible Employee), the unsubscribed portion will be available for allocation and Allotment, proportionately to all Eligible Employees who have Bid in excess of ₹ 200,000, subject to the maximum value of Allotment made to an Eligible Employee not exceeding ₹ 500,000 (which shall be less the Employee Discount, if applicable).
- (b) For NRIs, a Bid Amount of upto ₹ 200,000 may be considered under the Retail Portion for the purposes of allocation and a Bid Amount exceeding ₹ 200,000 may be considered under the Non-Institutional Category for the purposes of allocation.
- (c) Bids by QIBs and Non-Institutional Bidders must be for such minimum number of shares such that the Bid Amount exceeds ₹ 200,000 and in multiples of such number of Equity Shares thereafter, as may be disclosed in the Bid cum Application Form and the RHP, or as advertised by the Company, as the case may be. Non-Institutional Bidders and QIBs are not allowed to Bid at 'Cut-off Price'.
- (d) Retail Individual Bidders may revise their bids till closure of the bidding period or withdraw their bids until finalization of allotment. QIBs and Non-Institutional Bidders cannot withdraw or lower their Bids (in terms of quantity of Equity Shares or the Bid Amount) at any stage after bidding and are required to pay the Bid Amount upon submission of the Bid.
- (e) In case the Bid Amount reduces to ₹ 200,000 or less due to a revision of the Price Band, Bids by the Non-Institutional Bidders who are eligible for allocation in the Retail Portion would be considered for allocation under the Retail Portion.
- (f) For Anchor Investors, if applicable, the Bid Amount shall be least ₹ 10 crores. 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 being done to other Anchor Investors. Bids by various schemes of a Mutual Fund shall be aggregated to determine the Bid Amount. A Bid cannot be submitted for more than 60%

of the QIB Portion under the Anchor Investor Portion. Anchor Investors cannot withdraw their Bids or lower the size of their Bids (in terms of quantity of Equity Shares or the Bid Amount) at any stage after the Anchor Investor Bid/ Offer Period and are required to pay the Bid Amount at the time of submission of the Bid. In case the Anchor Investor Allocation Price is lower than the Offer Price, the balance amount shall be payable within 2 (two) Working Days from 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.

- (g) A Bid cannot be submitted for more than the Offer size.
- (h) The maximum Bid by any Bidder including QIB Bidder should not exceed the investment limits prescribed for them under the applicable laws.

Please see to the chapter titled “*Offer Structure*” beginning on page 243 for details regarding maximum and minimum bid size and allotment lot for QIBs, Non-Institutional Bidders, Retail Individual Bidders and Eligible Employees.

Multiple Bids

- (a) Bidder should submit only 1 (one) Bid cum Application Form. Bidder shall have the option to make a maximum of Bids at 3 (three) different price levels in the Bid cum Application Form and such options are not considered as multiple Bids. Submission of a second Bid cum Application Form to either the same or to another member of the Syndicate, SCSB or Registered Broker and duplicate copies of Bid cum Application Forms bearing the same application number shall be treated as multiple Bids and are liable to be rejected.
- (b) Bidders are requested to note the following procedures may be followed by the Registrar to the Offer to detect multiple Bids:
 - i. All Bids may be checked for common PAN as per the records of the Depository. For Bidders other than Mutual Funds, Bids bearing the same PAN may be treated as multiple Bids by a Bidder and may be rejected.
 - ii. For Bids from Mutual Funds, submitted under the same PAN, as well as Bids on behalf of the PAN Exempted Bidders, the Bid cum Application Forms may be checked for common DP ID and Client ID. Such Bids which have the same DP ID and Client ID may be treated as multiple Bids and are liable to be rejected.
- (c) The following Bids may not be treated as multiple Bids:
 - i. Bids by Reserved Categories bidding in their respective Reservation Portion as well as bids made by them in the Net Issue portion in public category.
 - ii. Separate Bids by Mutual Funds in respect of more than 1 (one) scheme of the Mutual Fund provided that the Bids clearly indicate the scheme for which the Bid has been made.
 - iii. Bids by Mutual Funds submitted with the same PAN but with different beneficiary account numbers, Client IDs and DP IDs.
 - iv. Bids by Anchor Investors under the Anchor Investor Portion and the QIB Portion.

Bids by Mutual Funds

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. Further, a certified copy of their certificate of registration issued by SEBI must be attached to the Bid cum Application Form. Failing this, our Company in consultation with Selling Shareholder and BRLM reserve the right to reject any Bid without assigning any reason thereof.

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 the Bid has been made.

No mutual fund scheme shall invest more than 10% of its net asset value in the equity shares or equity related instruments of any single company provided that the limit of 10% shall not be applicable for investments in index funds or sector or industry specific funds. 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

Only Bids accompanied by payment in Indian Rupees or freely convertible foreign exchange will be considered for Allotment. Eligible NRIs intending to make payment through freely convertible foreign exchange and Bidding on a repatriation basis could make payments through the ASBA process only by blocking the funds for the amount payable on application in their NRE Account or FCNR Accounts, maintained with banks authorised by the RBI to deal in foreign exchange.

Eligible NRIs Bidding on a repatriation basis are advised to use the Bid cum Application Form meant for Non-Residents, accompanied by a bank certificate confirming that the payment has been made by blocking the relevant funds in their NRE or FCNR account, as the case may be. Payment for Bids by non-resident Bidder Bidding on a repatriation basis will not be accepted out of NRO accounts for the full Bid amount, at the time of submission of the Bid cum Application Form. 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).

Bids by FPIs

On January 7, 2014, SEBI notified the SEBI FPI Regulations pursuant to which the existing classes of portfolio investors namely 'foreign institutional investors' and 'qualified foreign investors' are subsumed under a new category namely 'foreign portfolio investors' or 'FPIs'. RBI on March 13, 2014 amended the FEMA Regulations and laid down conditions and requirements with respect to investment by FPIs in Indian companies.

In terms of the SEBI FPI Regulations, the issue of Equity Shares to a single FPI or an investor group (which means the same set of ultimate beneficial owner(s) investing through multiple entities) is not permitted to exceed 10% of our post-Offer Equity Share capital. Further, in terms of the FEMA Regulations, the total holding by each FPI shall be below 10% of the total paid-up Equity Share capital of our Company and the total holdings of all FPIs put together shall not exceed 24% of the paid-up Equity Share capital of our Company. The aggregate limit of 24% may be increased upto the sectoral cap by way of a resolution passed by the Board of Directors followed by a special resolution passed by the Shareholders of our Company and subject to prior intimation to the RBI.

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.

Subject to compliance with all applicable Indian laws, rules, regulations, guidelines and approvals in terms of Regulation 22 of the SEBI FPI Regulations, an FPI, other than Category III foreign portfolio and unregulated broad based funds, which are classified as Category II foreign portfolio investor by virtue of their investment manager being appropriately regulated, may issue 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 a FPI against securities held by it that are listed or proposed to be listed on any recognised stock exchange in India, as its underlying) directly or indirectly, only in the event (i) such offshore derivative instruments are issued only to persons who are regulated by an appropriate regulatory authority; and (ii) such offshore derivative instruments are issued after compliance with 'know your client' norms. An FPI is also required to ensure that no further issue or transfer of any offshore derivative instrument is made by or on behalf of it to any persons that are not regulated by an appropriate foreign regulatory authority. In case of Bids made by FPIs, a verified true copy of the certificate of registration issued by the designated depository participant under the FPI Regulations is required to be attached along with the Bid cum Application form, failing which our Company in consultation with Selling Shareholder and BRLM reserves the right to reject the Bid without assigning any reasons thereof.

Bids by Anchor Investors

Our Company in consultation with the Selling Shareholder and BRLM, may consider participation by Anchor Investors in the Offer for upto 60% of the QIB Portion in accordance with the SEBI ICDR Regulations. Only QIBs as defined in Regulation 2(1)(ss) of the SEBI ICDR Regulations and not otherwise excluded pursuant to Schedule XIII of the SEBI ICDR Regulations are eligible to invest. The QIB Portion will be reduced in proportion to allocation under the Anchor Investor Portion. In the event of under-subscription in the Anchor Investor Portion, the balance Equity Shares will be added to the Net QIB Portion. In accordance with the SEBI ICDR Regulations, the key terms for participation in the Anchor Investor Portion are provided below.

- i. Anchor Investor Bid cum Application Forms will be made available for the Anchor Investors at the offices of the BRLM.
- ii. The Bid must be for a minimum of such number of Equity Shares so that the Bid Amount is atleast ₹100 million. A Bid cannot be submitted for over 60% of the QIB Portion. 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 ₹10 million.
- iii. One-third of the Anchor Investor Portion will be reserved for allocation to domestic Mutual Funds.
- iv. Bidding for Anchor Investors will open one Working Day before the Bid/ Offer Opening Date and be completed on the same day.
- v. Our Company in consultation with the Selling Shareholder and the BRLM, will finalise allocation to the Anchor Investors on a discretionary basis, provided that the minimum and maximum number of Allottees in the Anchor Investor Portion will be, as mentioned below:
 - a. where allocation in the Anchor Investor Portion is upto ₹ 100 million, maximum of 2 (two) Anchor Investors;
 - b. where the allocation under the Anchor Investor Portion is more than ₹ 100 million but upto ₹ 2,500 million, minimum of 2 (two) and maximum of 15 (fifteen) Anchor Investors, subject to a minimum Allotment of ₹ 50 million per Anchor Investor; and
 - c. where the allocation under the Anchor Investor portion is more than ₹ 2,500 million: (i) minimum of 5 (five) and maximum of 15 (fifteen) Anchor Investors for allocation upto ₹ 2,500 million; and (ii) an additional 10 Anchor Investors for every additional allocation of ₹ 2,500 million or part thereof in the Anchor Investor Portion; subject to a minimum Allotment of ₹ 50 million per Anchor Investor.
- vi. A physical book is prepared by the Registrar to the Offer on the basis of the Bid cum Application Forms received from Anchor Investors. Based on the physical book and at the discretion of the Company in consultation with the Selling Shareholder and BRLM, selected Anchor Investors will be sent a CAN and if required, a revised CAN.
- vii. 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 BRLM before the Bid/ Offer Opening Date, through intimation to the Stock Exchange.
- viii. Anchor Investors cannot withdraw or lower the size of their Bids at any stage after submission of the Bid.
- ix. 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 Allocation Price will be payable by the Anchor Investors within 2 (two) Working Days from the Bid/Offer Closing Date. If the Offer Price is lower than the Anchor Investor Allocation Price, Allotment to successful Anchor Investors will be at the higher price, i.e., the Anchor Investor Offer Price.
- x. Equity Shares Allotted in the Anchor Investor Portion will be locked in for a period of 30 days from the date of Allotment.
- xi. The BRLM or any associates of the BRLM (other than mutual funds sponsored by entities which are associate of the BRLM or insurance companies promoted by entities which are associate of the BRLM or Alternate Investment Funds (AIFs) sponsored by the entities which are associate of the BRLM or FPIs other than Category III sponsored by the entities which are associate of the BRLM), our Promoters, Promoter Group or any person related to them will not participate in the Anchor Investor Portion. It is clarified that a qualified institutional buyer who has any of the following rights shall be deemed to be a person related to the promoters or promoter group of the issuer: (i) rights under a shareholders' agreement or voting agreement entered into with promoters or promoter group of the issuer; or (ii) veto rights; or (iii) right to appoint any nominee director on the board of the issuer. The parameters for selection of Anchor Investors will be clearly identified by the BRLM and made available as part of the records of the BRLM for inspection by SEBI.
- xii. Bids made by QIBs under both the Anchor Investor Portion and the QIB Portion shall not be considered multiple Bids.
- xiii. Anchor Investors are not permitted to Bid in the Offer through the ASBA process.

Bids by banking companies

In case of Bids made by banking companies registered with the RBI, certified copies of: (i) the certificate of registration issued by the 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 in consultation with Selling Shareholder and BRLM reserves the right to reject any Bid by a banking company without assigning any reason therefor.

The investment limit for banking companies in non-financial services companies as per the Banking Regulation Act, 1949, as amended (the “**Banking Regulation Act**”), and the Reserve Bank of India (Financial Services provided by Banks) Directions, 2016, 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 bank’s own 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 banks in terms of Section 6(1) of the Banking Regulation Act, or (ii) the additional acquisition is through restructuring of debt/corporate debt restructuring/strategic debt restructuring, or to protect the bank’s interest on loans/investments made to a company. The bank is required to submit a time-bound action plan for disposal of such shares within a specified period to the RBI. A banking company would require a prior approval of the RBI to make (i) investment in a subsidiary and a financial services company that is not a subsidiary (with certain exceptions prescribed), and (ii) investment in a non-financial services company in excess of 10% of such investee company’s paid-up share capital as stated in 5(a)(v)(c)(i) of the Reserve Bank of India (Financial Services provided by Banks) Directions, 2016.

Bids by Eligible Employees

The Bid must be for a minimum of [●] Equity Shares and in multiples of [●] Equity Shares thereafter. The maximum Bid Amount under the Employee Reservation Portion by an Eligible Employee shall not exceed ₹500,000 (net of Employee Discount). However, the initial Allotment to an Eligible Employee in the Employee Reservation Portion shall not exceed ₹200,000 (net of Employee Discount). Only in the event of an undersubscription in the Employee Reservation Portion post the initial allotment, such unsubscribed portion may be Allotted on a proportionate basis to Eligible Employees Bidding in the Employee Reservation Portion, for a value in excess of ₹200,000, subject to the total Allotment to an Eligible Employee not exceeding ₹500,000 (net of Employee Discount). The Allotment in the Employee Reservation Portion will be on a proportionate basis. Eligible Employees under the Employee Reservation Portion may Bid at Cut-off Price.

- i. Bids under Employee Reservation Portion by Eligible Employees shall be made only in the prescribed Bid cum Application Form or Revision Form.
- ii. The Bid must be for a minimum of [●] Equity Shares and in multiples of [●] Equity Shares thereafter. The maximum Bid Amount under the Employee Reservation Portion by an Eligible Employee shall not exceed ₹500,000 (net of Employee Discount). However, the initial Allotment to an Eligible Employee in the Employee Reservation Portion shall not exceed ₹200,000 (net of Employee Discount). Only in the event of an undersubscription in the Employee Reservation Portion post the initial allotment, such unsubscribed portion may be Allotted on a proportionate basis to Eligible Employees Bidding in the Employee Reservation Portion, for a value in excess of ₹200,000, subject to the total Allotment to an Eligible Employee not exceeding ₹500,000 (net of Employee Discount).
- iii. Eligible Employees should mention their employee number at the relevant place in the Bid cum Application Form.
- iv. The Bidder should be an Eligible Employee as defined above. In case of joint Bids, the first Bidder shall be an Eligible Employee.
- v. Only Eligible Employees would be eligible to apply in this Offer under the Employee Reservation Portion.
- vi. Eligible Employees will have to Bid like any other Bidder. Only those Bids, which are received at or above the Offer Price, would be considered for Allotment under this category.
- vii. Eligible Employees can apply at Cut-off Price.
- viii. Bid by Eligible Employees can be made also in the Net Offer and such Bids shall not be treated as multiple Bids.
- ix. If the aggregate demand in this category is less than or equal to [●] Equity Shares at or above the Offer Price, full allocation shall be made to the Eligible Employees to the extent of their demand.
- x. Under-subscription, if any, in the Employee Reservation Portion will be added back to the Net Offer.
- xi. If the aggregate demand in this category is greater than [●] Equity Shares at or above the Offer Price, the allocation shall be made on a proportionate basis.

Bids by SCSBs

SCSBs participating in the Offer are required to comply with the terms of the SEBI circulars dated September 13, 2012 and January 2, 2013. 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 ASBA applications.

Bids by SEBI registered Venture Capital Funds, Alternative Investment Funds and Foreign Venture Capital Investors

The SEBI VCF Regulations and the SEBI FVCI Regulations, as amended, inter alia prescribe the investment restrictions on VCFs and FVCIs, respectively, registered with SEBI. Further, the SEBI AIF Regulations prescribe, amongst others, the investment restrictions on AIFs.

Accordingly, the holding in any company by any individual VCF or FVCI registered with SEBI should not exceed 25.00% of the corpus of the VCF or FVCI. Further, VCFs and FVCIs can invest only upto 33.33% of the investible funds in various prescribed instruments, including in public offerings.

The category I and II AIFs cannot invest more than 25.00% of the corpus in one investee company. A category III AIF cannot invest more than 10.00% of the corpus in one investee company. A venture capital fund registered as a category I AIF, as defined in the SEBI AIF Regulations, cannot invest more than 1/3rd of its corpus by way of subscription to an initial public offering of a venture capital undertaking. Additionally, the VCFs which have not re-registered as an AIF under the SEBI AIF Regulations shall continue to be regulated by the VCF Regulations.

All Non-Resident Bidders including Eligible NRIs, FIIs and FVCIs should note that refunds, dividends and other distributions, if any, will be payable in Indian Rupees only and net of bank charges and / or commission. There is no reservation for Eligible NRIs, FIIs and FVCIs and all Bidders will be treated on the same basis with other categories for the purpose of allocation.

Further, according to the SEBI ICDR Regulations, the shareholding of VCFs, category I AIFs and FVCIs held in a company prior to making an initial public offering would be exempt from lock-in requirements only if the shares have been held by them for at least one year prior to the time of filing the Red Herring Prospectus with SEBI. However, such equity shares shall be locked in for a period of at least one year from the date of purchase by the VCF, category I AIF or FVCI, as the case may.

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 in consultation with Selling Shareholder and BRLM reserve the right to reject any Bid without assigning any reason thereof.

Bids by Insurance Companies

In case of Bids made by Insurance Companies, a certified copy of certificate of registration issued by IRDA must be attached to the Bid cum Application Form. Failing this, our Company in consultation with Selling Shareholder and BRLM reserve the right to reject any Bid without assigning any reason thereof.

The exposure norms for insurers, prescribed under the Insurance Regulatory and Development Authority (Investment) Regulations, 2016 (the “**IRDAI Investment Regulations**”) are broadly set forth below:

1. equity shares of a company: the lower of 10%* of the outstanding Equity Shares (face value) or 10% of the respective fund in case of life insurer or 10% of investment assets in case of general insurer or reinsurer;
2. the entire group of the investee company: not more than 15% of the respective fund in case of a life insurer or 15% of investment assets in case of a general insurer or reinsurer or 15% of the investment assets in all companies belonging to the group, whichever is lower; and
3. the industry sector in which the investee company belong to: not more than 15% of the fund of a life insurer or a general insurer or a reinsurer or 15% of the investment asset, whichever is lower.

The maximum exposure limit, in the case of an investment in equity shares, cannot exceed the lower of an amount of 10.00% of the investment assets of a life insurer or general insurer and the amount calculated under points (i), (ii) and (iii) above, as the case may be.

**The above limit of 10.00% shall stand substituted as 15.00% of outstanding equity shares (face value) for insurance companies with investment assets of ₹2,500,000 million or more and 12.00% of outstanding equity shares (face value) for insurers with investment assets of ₹500,000.00 million or more but less than ₹2,500,000.00 million.*

Insurance companies participating in this Offer, shall comply with all applicable regulations, guidelines and circulars issued by IRDA from time to time.

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 in consultation with Selling Shareholder and BRLM reserve the right to reject any Bid, without assigning any reason thereof.

Bids under Power of Attorney

In case of Bids made pursuant to a power of attorney or by limited companies, corporate bodies, registered societies, Mutual Funds, Eligible FPIs, insurance companies Systemically Important Non-Banking Financial Companies, 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 and pension funds with a minimum corpus of ₹ 250 million (in each case, subject to applicable law and in accordance with their respective constitutional documents), 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, as applicable must be lodged along with the Bid cum Application Form. Failing this, our Company in consultation with the Selling Shareholder and BRLM reserve the right to accept or reject any such Bid without assigning any reasons therefor.

The above information is given for the benefit of the Bidders. Our Company, the Selling Shareholder and the BRLM are not liable for any amendments or modification or changes in applicable laws or regulations, which may occur after the date of this Draft Red Herring Prospectus. 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 or as specified in this Draft Red Herring Prospectus.

Terms of Payment

The entire Bid Amount shall be payable at the time of submission of Bid cum Application Form by for Anchor Investors. The QIB Portion includes Anchor Investor Portion, as per the SEBI ICDR Regulations. Any difference between the Anchor Investor Allocation Price and Anchor Investor Offer Price, shall be payable by the Anchor Investor Pay-in Date.

In case of ASBA Bidders, the SCSB shall be authorized to block the full Bid Amount in the ASBA Account of the ASBA Bidder mentioned in the Bid cum Application Form.

Payment into Escrow Account for Anchor Investors

Our Company in consultation with the Selling Shareholder and BRLM, 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). Anchor Investors are requested to note the following:

For Anchor Investors, the payment instruments for payment into the Escrow Account should be drawn in favour of:

- i. In case of resident Anchor Investors: “[●] **Public Offer – Escrow –Anchor Investor –R**”
- ii. In case of Non-Resident Anchor Investors: “[●] **Public Offer – Escrow –Anchor Investor –NR**”

Electronic Registration of Bids

- (a) Designated Intermediaries 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 online 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.
- (c) Only Bids that are uploaded on the Stock Exchanges Platform are considered for allocation/ Allotment. The Designated Intermediaries are given upto 1 (one) day after 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 for validation of the electronic bid details with the Depository's records.

Build-up of the Book

- (a) Bids received from various Bidders through Designated Intermediaries may be electronically uploaded on the Bidding Platform of the Stock Exchanges' on a regular basis. The book gets built up at various price levels. This information may be available with the BRLM at the end of the Bid/ Offer Period.
- (b) Based on the aggregate demand and price for Bids registered on the Stock Exchanges Platform, a graphical representation of consolidated demand and price as available on the websites of the Stock Exchanges may be made available at the bidding centres during the Bid/ Offer Period. QIBs and Non-Institutional Bidders can neither withdraw or lower the size of Bid (in terms of quantity of the Equity Shares or the Bid Amount) at any stage and Retail Individual Bidders can withdraw or revise their bids till Bid/Offer Closing Date.

Revision of Bids

- (a) During the Bid/ Offer Period, any Bidder (other than QIBs and Non-Institutional Bidders, who can only revise their bid upwards) who has registered his or her interest in the Equity Shares at a particular price level is free to revise his or her Bid within the Price Band using the Revision Form, which is a part of the Bid cum Application Form.
- (b) Retail Individual Bidders may revise their bids till closure of the bidding period or withdraw their bids until finalization of allotment.
- (c) Revisions can be made in both the desired number of Equity Shares and the Bid Amount by using the Revision Form.
- (d) The Bidder can make this revision any number of times during the Bid/ Offer Period. However, for any revision(s) in the Bid, the Bidders will have to use the services of the same Designated Intermediary through which such Bidder had placed the original Bid. Bidders are advised to retain copies of the blank Revision Form and the Bid(s) must be made only in such Revision Form or copies thereof.

Withdrawal of the Bids

- (a) Retail Individual Bidders can withdraw their Bids until finalization of Basis of Allotment. In case a Retail Individual Bidders wishes to withdraw the Bid during the Bid/ Offer Period, the same can be done by submitting a request for the same to the Designated Intermediary, who shall do the requisite, including unblocking of the funds by the SCSB in the ASBA Account.
- (b) In case a Retail Individual Bidder wishes to withdraw the Bid after the Bid/ Offer Period, the same can be done by submitting a withdrawal request to the Registrar to the Offer until finalization of Basis of Allotment. The Registrar to the Offer shall give instruction to the SCSB for unblocking the ASBA Account on the Designated Date. QIBs and Non-Institutional Bidders can neither withdraw nor lower the size of their Bids at any stage.

Allocation and Price Discovery

Please see the chapter titled “Offer Structure” beginning on page 243 for details with respect to Equity Shares for allocation to QIBs, Non-Institutional Bidders, Retail Individual Bidders and Eligible Employees.

Illustration of Book Building Process and the Price Discovery Process

(Bidders should note that the following is solely for the purpose of illustration and is not specific to the Offer and does not illustrate bidding by Anchor Investors)

Bidders can bid at any price within the Price Band. For instance, assuming a price band of ₹ 20 to ₹ 24 per share, an issue size of 3,000 equity shares and receipt of five bids from bidders, details of which are shown in the table below. A graphical representation of the consolidated demand and price would be made available at the bidding centres during the bidding period. The illustrative book as shown below indicates the demand for the equity shares of the issuer company at various prices and is collated from bids received from various bidders.

Bid Quantity	Bid Price (In ₹)	Cumulative Quantity	Subscription
500	24	500	16.67%
1,000	23	1,500	50.00%
1,500	22	3,000	100.00%
2,000	21	5,000	166.67%
2,500	20	7,500	250.00%

The price discovery is a function of demand at various prices. The highest price at which the issuer is able to Offer the desired number of shares is the price at which the book cuts off, i.e. ₹ 22 in the above example. The Issuer and the Selling Shareholder, in consultation with the BRLM, will finalise the Offer price at or below such cut-off, i.e. at or below ₹ 22. All bids at or above the Offer price and cut-off price bids are valid bids and are considered for allocation in the respective categories. This table is for illustration only and an investor can bid at an interval of every one rupee in the above example.

Signing of the Underwriting Agreement and the RoC Filing

- Our Company, the Selling Shareholder and the Syndicate intend to enter into an Underwriting Agreement after the finalisation of the Offer Price.
- After signing the Underwriting Agreement, an updated Red Herring Prospectus will be filed with the RoC in accordance with the applicable law, which then would be termed as the ‘Prospectus’. The Prospectus will contain details of the Offer Price, the Anchor Investor Offer Price, Offer size, and underwriting arrangements and will be complete in all material respects.

Filing of Offer Document

A copy of the DRHP has been filed with the Securities Exchange Board of India at Corporation Finance Department, SEBI Northern Regional Office, 5th Floor, Bank of Baroda Building, 16 Sansad Marg, New Delhi - 110 001. The BRLM have also made an online filing of this DRHP through SEBI intermediary portal at <https://siportal.sebi.gov.in> in terms of the circular No. SEBI/HO/CFD/DIL1/CIR/P/2018/011 dated January 19, 2018 issued by SEBI.

A copy of the Red Herring Prospectus, along with the documents required to be filed under Section 32 of the Companies Act, 2013, will be delivered for registration to the RoC and a copy of the Prospectus to be filed under Section 26 of the Companies Act would be delivered for registration with RoC at the office of the Registrar of Companies, A) 4th Floor, IFCI Tower, 61, Nehru Place, New Delhi - 110019.

Pre-Offer Advertisement

Subject to Section 30 of the Companies Act, 2013, our Company shall, after registering the Red Herring Prospectus with the RoC, publish a pre-Offer advertisement, in the form prescribed by the SEBI ICDR Regulations in [●] editions of [●] and [●] editions of [●] (which are widely circulated English and Hindi newspapers, Hindi also being the regional language of Delhi, where our Registered 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.

Issuance of Confirmation Allocation Note and Allotment in the Offer

Issuance of Allotment Advice:

- (a) Upon approval of the Basis of Allotment by the Designated Stock Exchange, the Registrar shall upload the same on its website. On the basis of the approved Basis of Allotment, the Company shall pass necessary corporate action to facilitate the Allotment and credit of Equity Shares. Bidders are advised to instruct their Depository Participant to accept the Equity Shares that may be allotted to them pursuant to the Offer. Pursuant to confirmation of such corporate actions, the Registrar will dispatch Allotment Advice to the Bidders who have been allotted Equity Shares in the Offer.
- (b) The dispatch of Allotment Advice shall be deemed a valid, binding and irrevocable contract.

Issuance of Confirmation Allocation Note ("CAN") to Anchor Investors

- (a) A physical book is prepared by the Registrar on the basis of the Bid cum Application Forms received from Anchor Investors. Based on the physical book and at the discretion of the Company in consultation with the Selling Shareholder and BRLM, selected Anchor Investors will be sent a CAN and if required, a revised CAN.
- (b) In the event that the Offer Price is higher than the Anchor Investor Allocation Price: Anchor Investors will be sent a revised CAN within 1 (one) day of the Pricing Date indicating the number of Equity Shares allocated to such Anchor Investor and the pay-in date for payment of the balance amount. Anchor Investors are then required to pay any additional amounts, being the difference between the Offer Price and the Anchor Investor Allocation Price, as indicated in the revised CAN within the pay-in date referred to in the revised CAN. Thereafter, the Allotment Advice will be issued to such Anchor Investors.
- (c) In the event the Offer Price is lower than the Anchor Investor Allocation Price: Anchor Investors who have been Allotted Equity Shares will directly receive Allotment Advice.

Designated Date

On the Designated Date, the Escrow Collection Bank shall transfer the funds represented by allocation of Equity Shares to Anchor Investors (other than ASBA funds with the SCSBs) from the Escrow Account, as per the terms of the Escrow Agreement, into the Public Offer Account with the Banker to the Offer. The balance amount after transfer to the Public Offer Account shall be transferred to the Refund Account. Payments of refund to the Bidders shall also be made from the Refund Account as per the terms of the Escrow Agreement and the RHP. On the Designated Date, the Registrar to the Offer shall instruct the SCSBs to transfer funds represented by allocation of Equity Shares from ASBA Accounts into the Public Offer Account.

General Instructions

Do's:

1. Check if you are eligible to apply as per the terms of the Red Herring Prospectus and under applicable law, rules, regulations, guidelines and approvals;
2. Ensure that you have Bid within the Price Band;
3. Read all the instructions carefully and complete the Bid cum Application Form in the prescribed form;
4. Ensure that the details about the PAN, DP ID and Client ID are correct and the Bidders depository account is active, as Allotment of the Equity Shares will be in the dematerialised form only;
5. Ensure that the Bids are submitted at the bidding centres only on forms bearing the stamp of the Syndicate or Registered Broker or RTAs or DPs or SCSB (except in case of electronic forms). Ensure that your Bid is submitted either to a member of the Syndicate (in the Specified Locations), a Designated Branch of the SCSB where the ASBA Bidder or the person whose bank account will be utilised by the ASBA Bidder for bidding has a bank account, or to a Registered Broker at the Broker Centres or to RTAs or DPs at bidding centres and not to our Company.
6. Ensure that the Bid cum Application Form is signed by the account holder in case the Bidder is not the account holder. Ensure that you have mentioned the correct bank account number in the Bid cum Application Form;
7. QIBs (other than Anchor Investors), the Non-Institutional Bidders and the Retail Bidders should submit their Bids through the ASBA process only.

8. With respect to Bids by SCSBs, ensure that you have a separate account in your own name with any other SCSB having clear demarcated funds for applying under the ASBA process and that such separate account (with any other SCSB) is used as the ASBA Account with respect to your Bid;
9. Ensure that you request for and receive a TRS for all your Bid options;
10. 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 the respective member of the Syndicate (in the Specified Locations), the SCSBs or the Non-Syndicate Registered Broker (at the Broker Centres) or RTAs/DPs at the bidding centers;
11. Instruct your respective banks to not release the funds blocked in the ASBA Account under the ASBA process;
12. Submit revised Bids to the same member of the Syndicate, SCSB or Non-Syndicate Registered Broker, or RTAs or DPs as applicable, through whom the original Bid was placed and obtain a revised TRS;
13. 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, and (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, 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;
14. Ensure that the Demographic Details (as defined herein below) are updated, true and correct in all respects;
15. 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.
16. Ensure that the signature of the First Bidder in case of joint Bids, is included in the Bid cum Application Forms.
17. Ensure that the Bids are submitted at the Bidding centres only on the forms bearing the stamp of the Syndicate member (except in case of electronic form) or with respect to ASBA Bidders Ensure that your Bid is submitted either to a member of the Syndicate (at the Specified Locations), a designated Branch of the SCSB (where the ASBA Bidder or the person whose bank account will be utilised by the ASBA Bidder for Bidding has a bank account), RTAs or DPs.
18. 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;
19. Ensure that the category and sub-category is indicated;
20. Ensure that in case of Bids under power of attorney or by limited companies, corporate, trust etc., relevant documents are submitted;
21. Ensure that Bids submitted by any person outside India should be in compliance with applicable foreign and Indian laws;
22. Ensure that the DP ID, the Client ID and the PAN mentioned in the Bid cum Application Form and entered into the online IPO system of the stock exchanges by the Syndicate, the SCSBs or the Non-Syndicate Registered Brokers or RTAs or DPs, as the case may be, match with the DP ID, Client ID and PAN available in the Depository database;
23. Ensure that you use the Bid cum Application Form bearing the stamp of the Syndicate (in the Specified Locations) and/ or relevant SCSB and/ or the Designated Branch and/ or the Non-Syndicate Registered Broker at the Broker Centres or RTAs/DPs bidding centres (except in case of electronic forms);
24. Ensure that the Bid cum Application Forms are delivered by the Bidders within the time prescribed as per the Bid cum Application Form and the Red Herring Prospectus;
25. ASBA Bidders Bidding through a member of the Syndicate should ensure that the Bid cum Application Form is submitted to a member of the Syndicate only in the Specified Locations and that the SCSB where the ASBA Account, as specified in the Bid cum Application Form, is maintained has named at least one branch at that location for the Syndicate to deposit Bid cum Application Forms (a list of such branches is available on the website of SEBI

<http://www.sebi.gov.in>. ASBA Bidders Bidding through a Registered Broker/RTAs/DPs should ensure that the SCSB where the ASBA Account, as specified in the Bid cum Application Form, is maintained has named at least one branch at that location for the Registered Brokers/RTAs/DPs to deposit Bid cum Application Forms;

26. Ensure that you have mentioned the correct ASBA Account number in the Bid cum Application Form;
27. Ensure that you have correctly signed the authorization/ 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; and
28. Ensure that you receive an acknowledgement from the Designated Branch of the SCSB or from the member of the Syndicate in the Specified Locations or from the Registered Broker at the Broker Centres, or from RTAs and DPs at the bidding centers as the case may be, for the submission of your Bid cum Application Form.
29. The Bid cum Application Form is liable to be rejected if the above instructions, as applicable, are not complied with.

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 the Syndicate, the SCSBs or the Registered Brokers, or the RTAs or the DPs as applicable;
4. Do not Bid for a Bid Amount exceeding ₹ 200,000.00 (for Bids by Retail Individual Bidders);
5. Do not pay the Bid Amount in cash, by money order or by postal order, cheques or demand drafts or by stock invest;
6. Do not send Bid cum Application Forms by post; instead submit the same to the Syndicate, the SCSBs or the Non-Syndicate Registered Brokers or the RTAs or the DPs only;
7. Do not submit the Bid cum Application Forms to our Company, the Selling Shareholder or the Registrar to the Offer;
8. Do not Bid on a Bid cum Application Form that does not have the stamp of the Syndicate, the Registered Brokers or RTAs or DPs or the SCSBs;
9. Anchor Investors should not Bid through the ASBA process;
10. Do not Bid at Cut-off Price (for Bids by QIBs and Non-Institutional Investors);
11. Do not Bid for a Bid Amount exceeding ₹ 500,000 (for Bids by Eligible Employees Bidding under the Employee Reservation Portion);
12. 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;
13. Do not submit the GIR number instead of the PAN;
14. Do not submit the Bids without the full Bid Amount
15. Do not submit the Bids without instructions to block funds equivalent to the Bid Amount in the ASBA Account;
16. Do not submit incorrect details of the DP ID, Client ID and PAN or provide details for a beneficiary account which is suspended or for which details cannot be verified by the Registrar to the Offer;
17. 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;
18. If you are a QIB, do not submit your Bid after 3.00 pm on the Bid/ Offer Closing Date for QIBs;
19. If you are a Non-Institutional Investor, Retail Individual Investor or Eligible Employee do not submit your Bid after 3.00 pm on the Bid/ Offer Closing Date;
20. 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);
21. 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;

22. Do not submit more than 5 (five) Bid cum Application Forms per ASBA Account;
23. Do not submit ASBA Bids to a member of the Syndicate at a location other than the Specified Locations or to the brokers other than the Registered Brokers at a location other than the Broker Centres or to the RTAs and DPs at a location other than the bidding centers of such RTAs or DPs;
24. Do not submit ASBA Bids to a member of the Syndicate in the Specified Locations 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 Specified Location, for the Syndicate to deposit Bid cum Application Forms (a list of such branches is available on the website of SEBI at [http:// www.sebi.gov.in](http://www.sebi.gov.in));
25. Do not submit ASBA Bids to a Registered Broker /RTAs/DPs unless the SCSB where the ASBA Account is maintained, as specified in the Bid cum Application Form, has named at least one branch in that location for the Registered Broker/RTAs/DPs to deposit the Bid cum Application Forms (a list of such branches is available on the website of SEBI at [http:// www.sebi.gov.in](http://www.sebi.gov.in)); and
26. The Bid cum Application Form is liable to be rejected if the above instructions, as applicable, are not complied with.

INSTRUCTIONS FOR COMPLETING THE BID CUM APPLICATION FORM

Bidders may note that forms not filled completely or correctly as per instructions provided in this DRHP, General Information Document, which shall be made available separately on the website of Stock Exchange and the Bid cum Application Form are liable to be rejected.

Instructions to fill each field of the Bid cum Application Form can be found on the reverse side of the Bid cum Application Form. Specific instructions for filling various fields of the Resident Bid cum Application Form and Non-Resident Bid cum Application Form and samples are provided below.

The samples of the Bid cum Application Form for resident Bidders and the Bid cum Application Form for non-resident Bidders are reproduced below:

Application Form – For Residents

<p>COMMON BID CUM APPLICATION FORM</p>	<p>COLDEX LIMITED - INITIAL PUBLIC OFFER - R Registered Office: 404, 4th Floor, Vishal Tower, District Centre, Janakpuri, West Delhi - 110058, New Delhi, India. Tel No: + 91-11- 25532119; Fax No: + 91-11-25532119; E-mail: cs@coldex.in; Website: www.coldex.in; CIN NO: U63090DL1999PLC271369</p>	<p>FOR RESIDENT INDIANS INCLUDING RESIDENT QIBs AND ELIGIBLE NRI, APPLYING ON A NON-REPATRIATION BASIS</p>																								
<p>ColdEX To, The Board of Directors COLDEX LIMITED</p>																										
<p>BOOK BUILT OFFER ISIN - INE</p>		<p>Bid Cum Application Form No. _____</p>																								
<p>SYNDICATE MEMBER'S STAMP & CODE</p>	<p>BROKER'S / SCSB / CDP / RTA STAMP & CODE</p>	<p>1. NAME & CONTACT DETAILS OF SOLE/FIRST BIDDER Mr./Ms./M/s. _____ Age _____ Address _____ Email _____ Tel. No (with STD code) / Mobile _____</p>																								
<p>SUB-BROKER'S / SUB-AGENT'S STAMP & CODE</p>	<p>ESCROW BANK / SCSB BRANCH STAMP & CODE</p>	<p>2. PAN OF SOLE/FIRST BIDDER _____</p>																								
<p>BANK BRANCH SERIAL NO.</p>	<p>SCSB SERIAL NO.</p>																									
<p>3. BIDDER'S DEPOSITORY ACCOUNT DETAILS <input type="checkbox"/> NSDL <input type="checkbox"/> CDSL For NSDL enter 8 Digit DP ID followed by 8 Digit Client ID / For CDSL enter 16 Digit Client ID.</p>																										
<p>4. BID OPTIONS (Only Retail individual Bidders can BID at "Cut-Off")</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2">Bid Options</th> <th rowspan="2">No. of Equity Shares Bid (In Figures) (Bids must be in multiples of [●] equity shares)</th> <th colspan="3">Price per Equity Share (₹) / "Cut-Off"</th> </tr> <tr> <th>Bid Price</th> <th>Retail Discount</th> <th>Net Price</th> </tr> </thead> <tbody> <tr> <td>Option 1</td> <td>8 7 6 5 4 3 2 1</td> <td>3 2 1</td> <td>3 2 1</td> <td>3 2 1</td> </tr> <tr> <td>(OR) Option 2</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>(OR) Option 3</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		Bid Options	No. of Equity Shares Bid (In Figures) (Bids must be in multiples of [●] equity shares)	Price per Equity Share (₹) / "Cut-Off"			Bid Price	Retail Discount	Net Price	Option 1	8 7 6 5 4 3 2 1	3 2 1	3 2 1	3 2 1	(OR) Option 2					(OR) Option 3					<p>5. CATEGORY <input type="checkbox"/> Retail Individual Bidder <input type="checkbox"/> Non Institutional Bidder <input type="checkbox"/> QIB</p>	
Bid Options	No. of Equity Shares Bid (In Figures) (Bids must be in multiples of [●] equity shares)			Price per Equity Share (₹) / "Cut-Off"																						
		Bid Price	Retail Discount	Net Price																						
Option 1	8 7 6 5 4 3 2 1	3 2 1	3 2 1	3 2 1																						
(OR) Option 2																										
(OR) Option 3																										
<p>6. INVESTOR STATUS <input type="checkbox"/> Individual(s) - IND <input type="checkbox"/> Hindu Undivided Family* - HUF <input type="checkbox"/> Non-Resident Indians (Non-Repatriation basis) - NRI <input type="checkbox"/> Bodies Corporate - CO <input type="checkbox"/> Banks & Financial Institutions - FI <input type="checkbox"/> Mutual Funds - MF <input type="checkbox"/> National Investment Funds - NIF <input type="checkbox"/> Insurance Funds - IF <input type="checkbox"/> Insurance Companies - IC <input type="checkbox"/> Venture Capital Funds - VCF <input type="checkbox"/> Alternate Investment Funds - AIF <input type="checkbox"/> Others (Please Specify) - OTH <small>*HUF Should apply only through Karta (Application by HUF would be treated on par with individual)</small></p>																										
<p>7. PAYMENT DETAILS PAYMENT OPTION : Full Payment <input type="checkbox"/> Amount Blocked (₹ in Figures) _____ (₹ in words) _____ ASBA Bank A/c No. _____ Bank Name & Branch _____</p>																										
<p>I/WE (ON BEHALF OF JOINT APPLICANTS, IF ANY) HEREBY CONFIRM THAT I/WE HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS BID CUM APPLICATION FORM AND THE ATTACHED ABRIDGED PROSPECTUS AND THE GENERAL INFORMATION DOCUMENT FOR INVESTING IN PUBLIC OFFERS ("GID") AND HEREBY AGREE AND CONFIRM THE 'BIDDERS UNDERTAKING' AS GIVEN OVERLEAF. I/WE (ON BEHALF OF JOINT APPLICANTS, IF ANY) HEREBY CONFIRM THAT I/WE HAVE READ THE INSTRUCTIONS FOR FILLING UP THE BID CUM APPLICATION FORM GIVEN OVERLEAF.</p>																										
<p>8A. SIGNATURE OF SOLE / FIRST BIDDER _____ Date: _____, 2018</p>	<p>8 B. SIGNATURE OF ASBA BANK ACCOUNT HOLDER(S) (AS PER BANK RECORDS) I/We authorize the SCSB to do all acts as are necessary to make the Application in the Offer. 1) _____ 2) _____ 3) _____</p>	<p>SYNDICATE MEMBER/BROKER / SCSB / CDP / RTA STAMP (Acknowledging upload of Bid in Stock Exchange system) _____ _____ _____</p>																								
<p>TEAR HERE</p>																										
<p>ColdEX COLDEX LIMITED - INITIAL PUBLIC OFFER - R Acknowledgement Slip for Syndicate Member/Registered Broker/SCSB/CDP/RTA</p>		<p>Bid Cum Application Form No. _____</p>																								
<p>DPID/CLID _____</p>		<p>PAN of Sole / First Bidder _____</p>																								
<p>Amount Blocked (₹ in figures) _____ ASBA A/c. No. _____ Bank & Branch _____ Received from Mr./Ms./M/s. _____ Telephone / Mobile _____ Email _____</p>		<p>Stamp & Signature of SCSB Branch _____ _____ _____</p>																								
<p>TEAR HERE</p>																										
<p>COLDEX LIMITED - INITIAL PUBLIC OFFER - R</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>Option 1</th> <th>Option 2</th> <th>Option 3</th> </tr> </thead> <tbody> <tr> <td>No. of Equity Shares</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Bid Price</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Amount Blocked (₹)</td> <td></td> <td></td> <td></td> </tr> <tr> <td>ASBA Bank A/c No.:</td> <td colspan="3"></td> </tr> <tr> <td>Bank & Branch:</td> <td colspan="3"></td> </tr> </tbody> </table>		Option 1	Option 2	Option 3	No. of Equity Shares				Bid Price				Amount Blocked (₹)				ASBA Bank A/c No.:				Bank & Branch:				<p>Stamp & Signature of Syndicate Member / Registered Broker / SCSB / CDP / RTA _____ _____ _____</p> <p>Name of Sole / First Bidder _____ _____ _____</p> <p>Acknowledgment Slip for Bidder _____ _____ _____</p> <p>Bid Cum Application Form No. _____</p>
	Option 1	Option 2	Option 3																							
No. of Equity Shares																										
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ASBA Bank A/c No.:																										
Bank & Branch:																										

Application Form – For Non-Residents

COMMON BID CUM APPLICATION FORM	COLDEX LIMITED - INITIAL PUBLIC OFFER - NR Registered Office: 404, 4th Floor, Vishal Tower, District Centre, Janakpuri, West Delhi -110058, New Delhi, India. Tel No: +91-11-25532119; Fax No: +91-11-25532119; E-mail: cs@coldex.in; Website: www.coldex.in; CIN NO: U63090DL1999PLC271369	FOR NON-RESIDENTS, INCLUDING ELIGIBLE NRIs, FIIs FPIs OR FVCIs, ETC APPLYING ON A REPATRIATION BASIS
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To,
The Board of Directors
COLDEX LIMITED

BOOK BUILT OFFER
ISIN - INE

**Bid Cum
Application
Form No.**

SYNDICATE MEMBER'S STAMP & CODE	BROKER'S / SCSB / CDP / RTA STAMP & CODE	1. NAME & CONTACT DETAILS OF SOLE/FIRST BIDDER
		Mr / Ms / M/s.
		Age
SUB-BROKER'S / SUB-AGENT'S STAMP & CODE	ESCROW BANK / SCSB BRANCH STAMP & CODE	Address
		Email
BANK BRANCH SERIAL NO.	SCSB SERIAL NO.	Tel. No (with STD code) / Mobile
		2. PAN OF SOLE/FIRST BIDDER
		

3. BIDDER'S DEPOSITORY ACCOUNT DETAILS	6. INVESTOR STATUS
<input type="checkbox"/> NSDL <input type="checkbox"/> CDSL For NSDL enter 8 Digit DP ID followed by 8 Digit Client ID / For CDSL enter 16 Digit Client ID.	<input type="checkbox"/> NRI Non-Resident Indian(s) (Repatriation basis) <input type="checkbox"/> FII FI or Sub Account not a Corporate/ Foreign Individual <input type="checkbox"/> FIISA FI Sub Account Corporate/Individual <input type="checkbox"/> FVCI Foreign Venture Capital Investor <input type="checkbox"/> FPI Foreign Portfolio Investor <input type="checkbox"/> OTH Others (Please Specify)

4. BID OPTIONS (Only Retail individual Bidders can BID at "Cut-Off")	5. CATEGORY																																																																																																						
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7. PAYMENT DETAILS	PAYMENT OPTION : Full Payment <input type="checkbox"/>
Amount Blocked (₹ in Figures) 	(₹ in words)
ASBA Bank A/c No. 	
Bank Name & Branch 	

I/WE (ON BEHALF OF JOINT APPLICANTS, IF ANY) HEREBY CONFIRM THAT I/WE HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS BID CUM APPLICATION FORM AND THE ATTACHED ABRIDGED PROSPECTUS AND THE GENERAL INFORMATION DOCUMENT FOR INVESTING IN PUBLIC OFFERS ("GID") AND HEREBY AGREE AND CONFIRM THE "BIDDERS UNDERTAKING" AS GIVEN OVERLEAF I/WE (ON BEHALF OF JOINT APPLICANTS, IF ANY) HEREBY CONFIRM THAT I/WE HAVE READ THE INSTRUCTIONS FOR FILLING UP THE BID CUM APPLICATION FORM GIVEN OVERLEAF

8A. SIGNATURE OF SOLE / FIRST BIDDER	8 B. SIGNATURE OF ASBA BANK ACCOUNT HOLDER(S) (AS PER BANK RECORDS)	SYNDICATE MEMBER/BROKER / SCSB / CDP / RTA STAMP (Acknowledging upload of Bid in Stock Exchange system)
Date: _____, 2018	I/We authorize the SCSB to do all acts as are necessary to make the Application in the Offer 1) _____ 2) _____ 3) _____	

TEAR HERE

	COLDEX LIMITED - INITIAL PUBLIC OFFER - NR	Acknowledgement Slip for Syndicate Member/Registered Broker/SCSB/CDP/RTA	Bid Cum Application Form No. <div style="border: 1px solid black; width: 150px; height: 20px; margin-top: 5px;"></div>
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DPID / CLID 	PAN of Sole / First Bidder
Amount Blocked (₹ in figures) 	ASBA A/c No.
Bank & Branch 	Stamp & Signature of SCSB Branch <div style="border: 1px solid black; width: 100px; height: 100px; margin: 10px auto;"></div>
Received from Mr./Ms./M/s. 	
Telephone / Mobile Email 	

TEAR HERE

COLDEX LIMITED - INITIAL PUBLIC OFFER - NR	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th></th> <th>Option 1</th> <th>Option 2</th> <th>Option 3</th> </tr> <tr> <td>No. of Equity Shares</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Bid Price</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Amount Blocked (₹)</td> <td></td> <td></td> <td></td> </tr> <tr> <td>ASBA Bank A/c No.:</td> <td colspan="3"></td> </tr> <tr> <td>Bank & Branch:</td> <td colspan="3"></td> </tr> </table>		Option 1	Option 2	Option 3	No. of Equity Shares				Bid Price				Amount Blocked (₹)				ASBA Bank A/c No.:				Bank & Branch:				Stamp & Signature of Syndicate Member/ Registered Broker / SCSB / CDP / RTA	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="height: 40px; vertical-align: bottom;"> Name of Sole / First Bidder </td> </tr> <tr> <td style="text-align: center;"> Acknowledgment Slip for Bidder </td> </tr> <tr> <td style="height: 40px; vertical-align: bottom;"> Bid Cum Application Form No. <div style="border: 1px solid black; width: 150px; height: 20px; margin-top: 5px;"></div> </td> </tr> </table>	Name of Sole / First Bidder 	Acknowledgment Slip for Bidder	Bid Cum Application Form No. <div style="border: 1px solid black; width: 150px; height: 20px; margin-top: 5px;"></div>
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A. FIELD NUMBER 1: NAME AND CONTACT DETAILS OF THE SOLE/ FIRST BIDDER

- (a) Bidders should ensure that the name provided in this field is exactly the same as the name in which the Depository Account is held.
- (b) **Mandatory Fields:** Bidders should note that the name and address fields are compulsory and e-mail and/ or telephone number/ mobile number fields are optional. Bidders should note that the contact details mentioned in the Bid-cum Application Form may be used to dispatch communications(including letters notifying the unblocking of the bank accounts of ASBA Bidders) in case the communication sent to the address available with the Depositories are returned undelivered or are not available. The contact details provided in the Bid cum Application Form may be used by the Company, the members of the Syndicate, the Registered Broker and the Registrar to the Offer only for correspondence(s) related to an Offer and for no other purposes.
- (c) **Joint Bids:** In the case of Joint Bids, the Bids should be made in the name of the Bidder whose name appears first in the Depository account. The name so entered should be the same as it appears in the Depository records. The signature of only such 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. All payments may be made out in favour of the Bidder whose name appears in the Bid cum Application Form or the Revision Form and all communications may be addressed to such Bidder and may be dispatched to his or her address as per the Demographic Details received from the Depositories.
- (d) **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:

- 1. makes or abets making of an application in a fictitious name to a company for acquiring, or subscribing for, its securities; or*
- 2. 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*
- 3. 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.*
- 4. 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 upto 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 upto three times of such amount.”*

- (e) **Nomination Facility to Bidder:** Nomination facility is available in accordance with the provisions of Section 72 of the Companies Act, 2013. In case of allotment of the Equity Shares in dematerialized form, there is no need to make a separate nomination as the nomination registered with the Depository may prevail. For changing nominations, the Bidders should inform their respective DP.

B. FIELD NUMBER 2: PAN NUMBER OF SOLE/ FIRST BIDDER

- (a) PAN (of the sole/ First Bidder) provided in the Bid cum Application Form should be exactly the same as the PAN of the person(s) in whose name the relevant beneficiary account is held as per the Depositories’ records.
- (b) PAN is the sole identification number for participants transacting in the securities market irrespective of the amount of transaction except for Bids on behalf of the Central or State Government, Bids by officials appointed by the courts and Bids/ Applications by Bidders residing in Sikkim (“**PAN Exempted Bidders**”). Consequently, all Bidders, other than the PAN Exempted Bidders, are required to disclose their PAN in the Bid cum Application Form, irrespective of the Bid. A Bid cum Application Form without PAN, except in case of Exempted Bidders, is liable to be rejected. Bids by the Bidders whose PAN is not available as per the Demographic Details available in their Depository records, are liable to be rejected.
- (c) The exemption for the PAN Exempted Bidders 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.

- (d) Bid cum Application Forms which provide the General Index Register Number instead of PAN may be rejected.
- (e) Bids by Bidders whose demat accounts have been ‘suspended for credit’ are liable to be rejected pursuant to the circular issued by SEBI on July 29, 2010, bearing number CIR/ MRD/ DP/ 22/ 2010. Such accounts are classified as “**Inactive demat accounts**” and demographic details are not provided by depositories.

C. FIELD NUMBER 3: BIDDERS DEPOSITORY ACCOUNT DETAILS

- (a) Bidders should ensure that DP ID and the Client ID are correctly filled in the Bid cum Application Form. The DP ID and Client ID provided in the Bid cum Application Form should match with the DP ID and Client ID available in the Depository database, otherwise, the Bid cum Application Form is liable to be rejected.
- (b) Bidders should ensure that the beneficiary account provided in the Bid cum Application Form is active.
- (c) Bidders should note that on the basis of DP ID and Client ID as provided in the Bid cum Application Form/ Application Form, the Bidder may be deemed to have authorized the Depositories to provide to the Registrar to the Offer, any requested Demographic Details of the Bidder as available on the records of the depositories. These Demographic Details may be used, among other things, for giving refunds and allocation advice or unblocking of ASBA Account or for other correspondence(s) related to an Issue.
- (d) Bidders are, advised to update any changes to their Demographic Details as available in the records of the Depository Participant to ensure accuracy of records. Any delay resulting from failure to update the Demographic Details would be at the Bidders’ sole risk.

D. FIELD NUMBER 4: BID OPTIONS

- (a) Price or Floor Price or Price Band, minimum Bid Lot and Discount (if applicable) may be disclosed in the RHP by the Company. The Company is required to announce the Floor Price or Price Band, minimum Bid Lot and Discount (if applicable) by way of an advertisement in at least 1 (one) English, 1 (one) Hindi and 1 (one) regional newspaper, with wide circulation, at least 2 (two) Working Days before Bid/ Offer Opening Date in case of an IPO.
- (b) The Bidders may Bid at or above Floor Price or within the Price Band for IPO undertaken through the Book Building Process.
- (c) **Cut-Off Price:** Retail Individual Bidders or Eligible Employees can Bid at the Cut-off Price indicating their agreement to Bid for and purchase the Equity Shares at the Offer Price as determined at the end of the Book Building Process. Bidding at the Cut-off Price is prohibited for QIBs and Non-Institutional Bidders and such Bids from QIBs and Non-Institutional Bidders may be rejected.
- (d) **Minimum Application Value and Bid Lot:** The Company and the Selling Shareholder in consultation with the BRLM may decide the minimum number of Equity Shares for each Bid to ensure that the minimum application value is within the range of ₹10,000 to ₹15,000. The minimum Bid Lot is accordingly determined by a company on basis of such minimum application value.
- (e) **Allotment:** The allotment of specified securities to each Retail Individual Bidder shall not be less than the minimum Bid Lot, subject to availability of shares in the Retail Category, and the remaining available shares, if any, shall be allotted on a proportionate basis. For details of the Bid Lot, bidders may refer to the RHP or the advertisement regarding the Price Band published by the Company.

- **Maximum and Minimum Bid Size**

- (a) The Bidder may Bid for the desired number of Equity Shares at a specific price. Bids by Retail Individual Bidders and Employees must be for such number of shares so as to ensure that the Bid Amount less Discount (as applicable), payable by the Bidder does not exceed ₹ 200,000. In case the Bid Amount exceeds ₹ 200,000 due to revision of the Bid or any other reason, the Bid may be considered for allocation under the Non-Institutional Category, with it not being eligible for Discount then such Bid may be rejected if it is at the Cut-off Price.

- (b) For NRIs, a Bid Amount of upto ₹ 200,000 may be considered under the Retail Portion for the purposes of allocation and a Bid Amount exceeding ₹ 200,000 may be considered under the Non-Institutional Category for the purposes of allocation.
- (c) Bids by QIBs and Non-Institutional Bidders must be for such minimum number of shares such that the Bid Amount exceeds ₹ 200,000 and in multiples of such number of Equity Shares thereafter, as may be disclosed in the Bid cum Application Form and the RHP, or as advertised by the Company, as the case may be. Non-Institutional Bidders and QIBs are not allowed to Bid at 'Cut-off Price'.
- (d) Retail Individual Bidders may revise their bids till closure of the bidding period or withdraw their bids until finalization of allotment. QIBs and Non-Institutional Bidders cannot withdraw or lower their Bids (in terms of quantity of Equity Shares or the Bid Amount) at any stage after bidding and are required to pay the Bid Amount upon submission of the Bid.
- (e) In case the Bid Amount reduces to ₹ 200,000 or less due to a revision of the Price Band, Bids by the Non-Institutional Bidders who are eligible for allocation in the Retail Portion would be considered for allocation under the Retail Portion.
- (f) For Anchor Investors, if applicable, the Bid Amount shall be least ₹ 10 crores. 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 being done to other Anchor Investors. Bids by various schemes of a Mutual Fund shall be aggregated to determine the Bid Amount. A Bid cannot be submitted for more than 60% of the QIB Portion under the Anchor Investor Portion. Anchor Investors cannot withdraw their Bids or lower the size of their Bids (in terms of quantity of Equity Shares or the Bid Amount) at any stage after the Anchor Investor Bid/ Offer Period and are required to pay the Bid Amount at the time of submission of the Bid. In case the Anchor Investor Issue Price is lower than the Issue Price, the balance amount shall be payable as per the pay-in-date mentioned in the revised CAN. In case the Issue Price is lower than the Anchor Investor Issue Price, the amount in excess of the Issue Price paid by the Anchor Investors shall not be refunded to them.
- (g) A Bid cannot be submitted for more than the Offer size.
- (h) The maximum Bid by any Bidder including QIB Bidder should not exceed the investment limits prescribed for them under the applicable laws.
- (i) The price and quantity options submitted by the Bidder in the Bid cum Application Form may be treated as optional bids from the Bidder and may not be cumulated. After determination of the Offer Price, the number of Equity Shares Bid for by a Bidder at or above the Offer Price may be considered for allotment and the rest of the Bid(s), irrespective of the Bid Amount may automatically become invalid.

- **Multiple Bids**

- (a) Bidder should submit only 1 (one) Bid cum Application Form. Bidder shall have the option to make a maximum of Bids at 3 (three) different price levels in the Bid cum Application Form and such options are not considered as multiple Bids.

Submission of a second Bid cum Application Form to either the same or to another member of the Syndicate, SCSB or Registered Broker and duplicate copies of Bid cum Application Forms bearing the same application number shall be treated as multiple Bids and are liable to be rejected.

- (b) Bidders are requested to note the following procedures may be followed by the Registrar to the Offer to detect multiple Bids:
 - iii. All Bids may be checked for common PAN as per the records of the Depository. For Bidders other than Mutual Funds, Bids bearing the same PAN may be treated as multiple Bids by a Bidder and may be rejected.
 - iv. For Bids from Mutual Funds, submitted under the same PAN, as well as Bids on behalf of the PAN Exempted Bidders, the Bid cum Application Forms may be checked for common DP ID and Client ID. Such Bids which have the same DP ID and Client ID may be treated as multiple Bids and are liable to be rejected.

- (c) The following Bids may not be treated as multiple Bids:
 - v. Bids by Reserved Categories bidding in their respective Reservation Portion as well as bids made by them in the Net Offer portion in public category.
 - vi. Separate Bids by Mutual Funds in respect of more than 1 (one) scheme of the Mutual Fund provided that the Bids clearly indicate the scheme for which the Bid has been made.
 - vii. Bids by Mutual Funds submitted with the same PAN but with different beneficiary account numbers, Client IDs and DP IDs.
 - viii. Bids by Anchor Investors under the Anchor Investor Portion and the QIB Portion.

E. FIELD NUMBER 5: CATEGORY OF BIDDERS

- (a) The categories of Bidders identified as per the SEBI ICDR Regulations for the purpose of Bidding, allocation and allotment in the Issue are Retail Individual Bidders, Non-Institutional Bidders and QIBs.
- (b) Upto 60% of the QIB Portion can be allocated by the Company, on a discretionary basis subject to the criteria of minimum and maximum number of anchor investors based on allocation size, to the Anchor Investors, in accordance with SEBI ICDR Regulations, with one-third of the Anchor Investor Portion reserved for domestic Mutual Funds subject to valid Bids being received at or above the Offer Price. For details regarding allocation to Anchor Investors, bidders may refer to the RHP.
- (c) A Company can make reservation for certain categories of Bidders as permitted under the SEBI ICDR Regulations. For details of any reservations made in the Offer, Bidders may refer to the RHP.
- (d) The SEBI ICDR Regulations, specify the allocation or allotment that may be made to various categories of Bidders in the Issue depending upon compliance with the eligibility conditions. Details pertaining to allocation are disclosed on reverse side of the Revision Form. For Offer specific details in relation to allocation Bidder may refer to the RHP.

F. FIELD NUMBER 6: INVESTOR STATUS

- (a) Each Bidder should check whether it is eligible to apply under applicable law and ensure that any prospective allotment to it in the Offer is in compliance with the investment restrictions under applicable law.
- (b) Certain categories of Bidders, such as NRIs, FPIs, QFIs and FVCIs may not be allowed to Bid in the Offer or hold Equity Shares exceeding certain limits specified under applicable law. Bidders are requested to refer to the RHP for more details.
- (c) Bidders should check whether they are eligible to apply on non-repatriation basis or repatriation basis and should accordingly provide the investor status. Details regarding investor status are different in the Resident Bid cum Application Form and Non-Resident Bid cum Application Form.
- (d) Bidders should ensure that their investor status is updated in the Depository records.

G. FIELD NUMBER 7: PAYMENT DETAILS

- (a) All Bidders are required to make payment of the full Bid Amount (net of any Discount, as applicable) along-with the Bid cum Application Form. If the Discount is applicable in the Offer, the Retail Individual Bidders should indicate the full Bid Amount in the Bid cum Application Form and the payment shall be made for Bid Amount net of Discount. Only in cases where the RHP indicates that part payment may be made, such an option can be exercised by the Bidder. In case of Bidders specifying more than 1 (one) Bid Option in the Bid cum Application Form, the total Bid Amount may be calculated for the highest of 3 (three) options at net price, i.e. Bid price less Discount offered, if any.
- (b) Bidders who Bid at Cut-off price shall deposit the Bid Amount based on the Cap Price.
- (c) Bidders can participate in the Issue only through the ASBA mechanism.

- (d) Bid Amount cannot be paid in cash, through money order or through postal order.
- ***Payment instructions for ASBA Bidders***
- (a) ASBA Bidders may submit the Bid cum Application Form either
- i. in physical mode to the Designated Branch of an SCSB where the Bidders have ASBA Account, or
 - ii. in electronic mode through the internet banking facility offered by an SCSB authorizing blocking of funds that are available in the ASBA account specified in the Bid cum Application Form, or
 - iii. in physical mode to a member of the Syndicate at the Specified Locations, or Registered Brokers of the Stock Exchange or RTAs or DPs.
- (b) ASBA Bidders may specify the Bank Account number in the Bid cum Application Form. The Bid cum Application Form submitted by an ASBA Bidder and which is accompanied by cash, demand draft, money order, postal order or any mode of payment other than blocked amounts in the ASBA Account maintained with an SCSB, may not be accepted.
- (c) Bidders should ensure that the Bid cum Application Form is also signed by the ASBA Account holder(s) if the Bidder is not the ASBA Account holder;
- (d) Bidders shall note that for the purpose of blocking funds under ASBA facility clearly demarcated funds shall be available in the account.
- (e) From 1 (one) ASBA Account, a maximum of 5 (five) Bids cum Application Forms can be submitted.
- (f) ASBA Bidders bidding through a member of the Syndicate should ensure that the Bid cum Application Form is submitted to a member of the Syndicate only at the Specified locations. ASBA Bidders should also note that Bid cum Application Forms submitted to a member of the Syndicate at the Specified locations may not be accepted by the Member of the Syndicate if the SCSB where the ASBA Account, as specified in the Bid cum Application Form, is maintained has not named at least 1 (one) branch at that location for the members of the Syndicate to deposit Bid cum Application Forms (a list of such branches is available on the website of SEBI at <http://www.sebi.gov.in>).
- (g) ASBA Bidders bidding through a Registered Broker/**RTAs/DPs** should note that Bid cum Application Forms submitted to the Registered Brokers/ **RTAs/DPs** may not be accepted by the Registered Broker/ **RTAs/DPs**, if the SCSB where the ASBA Account, as specified in the Bid cum Application Form, is maintained has not named at least 1 (one) branch at that location for the Registered Brokers. **RTAs/DPs** to deposit Bid cum Application Forms.
- (h) ASBA Bidders bidding directly through the SCSBs should ensure that the Bid cum Application Form is submitted to a Designated Branch of a SCSB where the ASBA Account is maintained.
- (i) Upon receipt of the Bid cum Application Form, the Designated Branch of the SCSB may verify if sufficient funds equal to the Bid Amount are available in the ASBA Account, as mentioned in the Bid cum Application Form.
- (j) If sufficient funds are available in the ASBA Account, the SCSB may block an amount equivalent to the Bid Amount mentioned in the Bid cum Application Form and for application directly submitted to SCSB by investor, may enter each Bid option into the electronic bidding system as a separate Bid.
- (k) If sufficient funds are not available in the ASBA Account, the Designated Branch of the SCSB may not upload such Bids on the Stock Exchange platform and such bids are liable to be rejected.
- (l) Upon submission of a completed Bid cum Application Form each ASBA Bidder may be deemed to have agreed to block the entire Bid Amount and authorized the Designated Branch of the SCSB to block the Bid Amount specified in the Bid cum Application Form in the ASBA Account maintained with the SCSBs.

- (m) The Bid Amount may remain blocked in the aforesaid ASBA Account until finalisation of the Basis of allotment and consequent transfer of the Bid Amount against the Allotted Equity Shares to the Public Offer Account, or until withdrawal or failure of the Issue, or until withdrawal or rejection of the Bid, as the case may be.
- (n) SCSBs bidding in the Issue must apply through an Account maintained with any other SCSB; else their Bids are liable to be rejected.

- ***Unblocking of ASBA Account***

- (a) Once the Basis of Allotment is approved by the Designated Stock Exchange, the Registrar to the Offer may provide the following details to the controlling branches of each SCSB, along with instructions to unblock the relevant bank accounts and for successful applications transfer the requisite money to the Public Offer Account designated for this purpose, within the specified timelines: (i) the number of Equity Shares to be Allotted against each Bid, (ii) the amount to be transferred from the relevant bank account to the Public Offer Account, for each Bid, (iii) the date by which funds referred to in (ii) above may be transferred to the Public Offer Account, and (iv) details of rejected ASBA Bids, if any, along with reasons for rejection and details of withdrawn or unsuccessful Bids, if any, to enable the SCSBs to unblock the respective bank accounts.
- (b) On the basis of instructions from the Registrar to the Offer, the SCSBs may transfer the requisite amount against each successful ASBA Bidder to the Public Offer Account and may unblock the excess amount, if any, in the ASBA Account.
- (c) In the event of withdrawal or rejection of the Bid cum Application Form and for unsuccessful Bids, the Registrar to the Offer may give instructions to the SCSB to unblock the Bid Amount in the relevant ASBA Account within 6 (six) Working Days of the Bid/ Offer Closing Date.

- ***Additional Payment Instructions for NRIs***

The Non-Resident Indians who intend to make payment through Non-Resident Ordinary (NRO) accounts shall use the form meant for Resident Indians (non-repatriation basis). In the case of Bids by NRIs applying on a repatriation basis, payment shall not be accepted out of NRO Account.

- ***Discount (if applicable)***

- (a) The Discount is stated in absolute rupee terms.
- (b) Bidders applying under Retail Individual Category and Eligible Employees are only eligible for discount. For Discounts offered in the Offer, Bidders may refer to the RHP.
- (c) The Bidders entitled to the applicable Discount in the Offer may make payment for an amount i.e. the Bid Amount less Discount (if applicable).
- (d) Bidder may note that in case the net payment (post Discount) is more than 2 (two) lakh Rupees, the bidding system automatically considers such applications for allocation under Non-Institutional Category. These applications are neither eligible for Discount nor fall under Retail Individual Category.

H. FIELD NUMBER 8: SIGNATURES AND OTHER AUTHORISATIONS

- (a) Only the First Bidder is required to sign the Bid cum Application Form. Bidders should ensure that signatures are in one of the languages specified in the Eighth Schedule to the Constitution of India.
- (b) If the ASBA Account is held by a person or persons other than the ASBA Bidder, then the Signature of the ASBA Account holder(s) is also required.
- (c) The signature has to be correctly affixed in the authorization/ undertaking box in the Bid cum Application Form, or an authorisation has to be provided 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.

- (d) Bidders must note that Bid cum Application Form without signature of Bidder and / or ASBA Account holder is liable to be rejected.

I. ACKNOWLEDGEMENT AND FUTURE COMMUNICATION

- (a) Bidders should ensure that they receive the acknowledgment duly signed and stamped by a member of the Syndicate, Registered Broker, RTAs or SCSB, as applicable, for submission of the Bid cum Application Form.
- (b) All communications in connection with Bids made in the Offer should be addressed as under:
 - (i) In case of queries related to Allotment, non-receipt of Allotment Advice, credit of allotted equity shares, refund orders, the Bidders should contact the Registrar to the Offer.
 - (ii) In case of ASBA Bids submitted to the Designated Branches of the SCSBs, the Bidders should contact the relevant Designated Branch of the SCSB.
 - (iii) In case of queries relating to uploading of Syndicate ASBA Bids, the Bidders should contact the relevant Syndicate member(s).
 - (iv) In case of queries/RTA/DP relating to uploading of Bids by a Registered Broker, the Bidders should contact the relevant Registered Broker RTA/DP.
 - (v) Bidder may contact the Company Secretary and Compliance Officer or BRLM in case of any other complaints in relation to the Offer.
- (c) The following details (as applicable) should be quoted while making any queries -
 - (i) full name of the sole or First Bidder, Bid cum Application Form number, Bidders' DP ID, Client ID, PAN, number of Equity Shares applied for, amount paid on application.
 - (ii) name and address of the member of the Syndicate, Registered Broker RTA/DP or the Designated Branch, as the case may be, where the Bid was submitted or
 - (iii) In case of ASBA Bids, ASBA Account number in which the amount equivalent to the Bid Amount was blocked.
 - (iv) For further details, Bidder may refer to the RHP and the Bid cum Application Form.

J. INSTRUCTIONS FOR FILING THE REVISION FORM

- (a) During the Bid/ Offer Period, any Bidder (other than QIBs and Non-Institutional Bidders, who can only revise their bid upwards) who has registered his or her interest in the Equity Shares at a particular price level is free to revise his or her Bid within the Price Band using the Revision Form, which is a part of the Bid cum Application Form.
- (b) Retail Individual Bidders may revise their bids till closure of the bidding period or withdraw their bids until finalization of allotment.
- (c) Revisions can be made in both the desired number of Equity Shares and the Bid Amount by using the Revision Form.
- (d) The Bidder can make this revision any number of times during the Bid/ Offer Period. However, for any revision(s) in the Bid, the Bidders will have to use the services of the same member of the Syndicate, the Registered Broker or the SCSB through which such Bidder had placed the original Bid. Bidders are advised to retain copies of the blank Revision Form and the Bid(s) must be made only in such Revision Form or copies thereof.

Revision Form

Instructions to fill each field of the Revision Form can be found on the reverse side of the Revision Form. Other than instructions already highlighted above, point wise instructions regarding filling up various fields of the Revision Form are provided below:

Application Revision Form – For Residents

COMMON BID REVISION FORM	COLDEX LIMITED - INITIAL PUBLIC OFFER - R Registered Office: 404, 4th Floor, Vishal Tower, District Centre, Janakpuri, West Delhi - 110058, New Delhi, India, Tel No: + 91-11-25532119; Fax No: + 91-11-25532119; E-mail: cs@coldex.in ; Website: www.coldex.in ; CIN NO: U63090DL1999PLC271369	FOR RESIDENT INDIANS INCLUDING RESIDENT QIBs AND ELIGIBLE NRI, APPLYING ON A NON-REPATRIATION BASIS
To, The Board of Directors COLDEX LIMITED		BOOK BUILT OFFER ISIN - INE
ColdEX <small>Pioneering hot cold chain technology</small>		Bid Cum Application Form No.
SYNDICATE MEMBER'S STAMP & CODE	REGISTERED BROKER / SCBS / CDP / RTA STAMP & CODE	1. NAME & CONTACT DETAILS OF SOLE/FIRST BIDDER Mr./Ms./M/s. _____ Address _____ Email _____ Tel. No (with STD code) / Mobile _____
SUB-BROKER'S/SUB-AGENT'S STAMP & CODE	ESCROW BANK / SCBS BRANCH STAMP & CODE	2. PAN OF SOLE / FIRST BIDDER _____
BANK BRANCH SERIAL NO.	SCBS SERIAL NO.	3. BIDDERS DEPOSITORY ACCOUNT DETAILS ■ NSDL ■ CDSL For NSDL enter 8 Digit DP ID followed by 8 Digit Client ID / For CDSL enter 16 Digit Client ID
PLEASE CHANGE MY BID		
4. FROM (AS PER LAST BID OR REVISION)		
Bid Options:	No. of Equity Shares Bid (In Figures) (Bids must be in multiples of [●] equity shares)	Price per Equity Share (₹) / "Cut-off" (In Figures)
	8 7 6 5 4 3 2 1	Bid Price Retail Discount, if any Net Price "Cut-off" (Please ✓ tick)
Option 1	[] [] [] [] [] [] [] []	[] [] [] [] [] [] [] []
(OR) Option 2	[] [] [] [] [] [] [] []	[] [] [] [] [] [] [] []
(OR) Option 3	[] [] [] [] [] [] [] []	[] [] [] [] [] [] [] []
5. TO (REVISED BID) (Only Retail individual Bidders can BID at "Cut-Off")		
Bid Options:	No. of Equity Shares Bid (In Figures) (Bids must be in multiples of [●] equity shares)	Price per Equity Share (₹) / "Cut-off" (In Figures)
	8 7 6 5 4 3 2 1	Bid Price Retail Discount, if any Net Price "Cut-off" (Please ✓ tick)
Option 1	[] [] [] [] [] [] [] []	[] [] [] [] [] [] [] []
(OR) Option 2	[] [] [] [] [] [] [] []	[] [] [] [] [] [] [] []
(OR) Option 3	[] [] [] [] [] [] [] []	[] [] [] [] [] [] [] []
6. PAYMENT DETAILS		
PAYMENT OPTION : Full Payment ■		
Additional Amount Blocked (₹ in Figures) _____ (₹ in words) _____		
ASBANK A/c No. _____		
Bank Name & Branch _____		
I/WE (ON BEHALF OF JOINT APPLICANTS, IF ANY) HEREBY CONFIRM THAT I/WE HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS BID CUM APPLICATION FORM AND THE ATTACHED ABRIDGED PROSPECTUS AND THE GENERAL INFORMATION DOCUMENT FOR INVESTING IN PUBLIC OFFERS ("GID") AND HEREBY AGREE AND CONFIRM THE BIDDERS UNDERTAKING AS GIVEN OVERLEAF. I/WE (ON BEHALF OF JOINT APPLICANTS, IF ANY) HEREBY CONFIRM THAT I/WE HAVE READ THE INSTRUCTIONS FOR FILLING UP THE BID CUM APPLICATION FORM GIVEN OVERLEAF.		
7A. SIGNATURE OF SOLE / FIRST BIDDER Date: _____, 2018	7B. SIGNATURE OF ASBA BANK ACCOUNT HOLDER(S) (AS PER BANK RECORDS) I/We authorize the SCBS to do all acts as are necessary to make the Application in the Offer 1) _____ 2) _____ 3) _____	SYNDICATE MEMBER/BROKER / SCBS / CDP / RTA STAMP (Acknowledging upload of Bid in Stock Exchange system)
TEAR HERE		
ColdEX <small>Pioneering hot cold chain technology</small>		COLDEX LIMITED - BID REVISION FORM - INITIAL PUBLIC OFFER - R Acknowledgement Slip for Syndicate Member/Registered Broker/SCBS/CDP/RTA
Bid Cum Application Form No.		PAN of Sole / First Bidder
Additional Amount Blocked (₹ in figures)		ASBA A/c No.
Bank & Branch		Stamp & Signature of SCBS Branch
Received from Mr./Ms.		Stamp & Signature of Syndicate Member/Registered Broker/SCBS/CDP/RTA
Telephone / Mobile		Email
TEAR HERE		
COLDEX LIMITED - BID REVISION FORM - INITIAL PUBLIC OFFER - R	Option 1 Option 2 Option 3	Name of Sole / First Bidder
No. of Equity Shares	Bid Price	Stamp & Signature of Syndicate Member/Registered Broker/SCBS/CDP/RTA
Additional Amount Blocked (₹)	ASBA Bank A/c No.:	Acknowledgment Slip for Bidder
Bank & Branch:	Bid Cum Application Form No.	Stamp & Signature of Syndicate Member/Registered Broker/SCBS/CDP/RTA

Application Revision Form – For Non-Residents

COMMON BID REVISION FORM	COLDEX LIMITED - INITIAL PUBLIC OFFER - NR	FOR NON-RESIDENTS, INCLUDING ELIGIBLE NRIs, FIIs, FPIs OR FVCI, ETC APPLYING ON A REPATRIATION BASIS
	Registered Office: 404, 4th Floor, Vishal Tower, District Centre, Janakpuri, West Delhi -110058, New Delhi, India. Tel No: + 91-11- 25532119; Fax No: + 91-11-25532119; E-mail: cs@coldex.in; Website: www.coldex.in; CIN NO: U63090DL1999PLC271369	

ColdEX Pioneering best cold chain technology	To, The Board of Directors COLDEX LIMITED	BOOK BUILT OFFER ISIN - INE	Bid Cum Application Form No.
	SYNDICATE MEMBER'S STAMP & CODE	REGISTERED BROKER / SCSB / CDP / RTA STAMP & CODE	1. NAME & CONTACT DETAILS OF SOLE/FIRST BIDDER Mr/Ms/M/s. _____ Address _____ Email _____ Tel. No (with STD code) / Mobile _____
SUB-BROKER'S/SUB-AGENT'S STAMP & CODE	ESCROW BANK / SCSB BRANCH STAMP & CODE	2. PAN OF SOLE / FIRST BIDDER _____	
BANK BRANCH SERIAL NO.	SCSB SERIAL NO.	3. BIDDERS DEPOSITORY ACCOUNT DETAILS ■ NSDL ■ CDSL For NSDL enter 8 Digit DP ID followed by 8 Digit Client ID / For CDSL enter 16 Digit Client ID.	

PLEASE CHANGE MY BID													
4. FROM (AS PER LAST BID OR REVISION)													
Bid Options	No. of Equity Shares Bid (In Figures) (Bids must be in multiples of 10 equity shares)									Price per Equity Share (₹) / "Cut-off" (In Figures)			"Cut-off" (Please ✓ tick)
	8	7	6	5	4	3	2	1	Bid Price	Retail Discount, if any	Net Price		
Option 1													
(OR) Option 2													
(OR) Option 3													

5. TO (REVISED BID) (Only Retail individual Bidders can BID at "Cut-Off")													
Bid Options	No. of Equity Shares Bid (In Figures) (Bids must be in multiples of 10 equity shares)									Price per Equity Share (₹) / "Cut-off" (In Figures)			"Cut-off" (Please ✓ tick)
	8	7	6	5	4	3	2	1	Bid Price	Retail Discount, if any	Net Price		
Option 1													
(OR) Option 2													
(OR) Option 3													

6. PAYMENT DETAILS												
Additional Amount Blocked (₹ in Figures) _____ (₹ in words) _____												
ASBANK A/c No. _____												
Bank Name & Branch _____												

I/WE (ON BEHALF OF JOINT APPLICANTS, IF ANY) HEREBY CONFIRM THAT I/WE HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS BID CUM APPLICATION FORM AND THE ATTACHED ABRIDGED PROSPECTUS AND THE GENERAL INFORMATION DOCUMENT FOR INVESTING IN PUBLIC OFFERS ("GID") AND HEREBY AGREE AND CONFIRM THE "BIDDERS UNDERTAKING" AS GIVEN OVERLEAF. I/WE (ON BEHALF OF JOINT APPLICANTS, IF ANY) HEREBY CONFIRM THAT I/WE HAVE READ THE INSTRUCTIONS FOR FILLING UP THE BID CUM APPLICATION FORM GIVEN OVERLEAF.

7 A. SIGNATURE OF SOLE / FIRST BIDDER	7 B. SIGNATURE OF ASBA BANK ACCOUNT HOLDER(S) (AS PER BANK RECORDS) 1) _____ 2) _____ 3) _____	SYNDICATE MEMBER/BROKER / SCSB / CDP / RTA STAMP (Acknowledging upload of Bid in Stock Exchange system)
Date: _____, 2018		

ColdEX Pioneering best cold chain technology	COLDEX LIMITED - BID REVISION FORM - INITIAL PUBLIC OFFER - NR	Acknowledgment Slip for Syndicate Member/Registered Broker/SCSB/CDP/RTA	Bid Cum Application Form No.
PAN of Sole / First Bidder			
Additional Amount Blocked (₹ in figures)		ASBA A/c No.	
Bank & Branch		Stamp & Signature of SCSB Branch	
Received from Mr./Ms.			
Telephone / Mobile		Email	

COLDEX LIMITED - BID REVISION FORM - INITIAL PUBLIC OFFER - NR				
	Option 1	Option 2	Option 3	Stamp & Signature of Syndicate Member / Registered Broker / SCSB / CDP / RTA
No. of Equity Shares				
Bid Price				
Additional Amount Blocked (₹)				
ASBA Bank A/c No.: _____				
Bank & Branch: _____				
Name of Sole / First Bidder				
Acknowledgment Slip for Bidder				
Bid Cum Application Form No.				

K. FIELDS 1, 2 AND 3: NAME AND CONTACT DETAILS OF SOLE/ FIRST BIDDER, PAN OF SOLE/ FIRST BIDDER & DEPOSITORY ACCOUNT DETAILS OF THE BIDDER

Bidders should refer to instructions contained in paragraphs A, B and C.

L. FIELD 4 & 5: BID OPTIONS REVISION 'FROM' AND 'TO'

- (a) Apart from mentioning the revised options in the Revision Form, the Bidder must also mention the details of all the bid options given in his or her Bid cum Application Form or earlier Revision Form. For example, if a Bidder has Bid for 3 (three) options in the Bid cum Application Form and such Bidder is changing only one of the options in the Revision Form, the Bidder must still fill the details of the other 2 (two) options that are not being revised, in the Revision Form. The members of the Syndicate, the Registered Brokers RTAs, DPs and the Designated Branches of the SCSBs may not accept incomplete or inaccurate Revision Forms.
- (b) In case of revision, Bid options should be provided by Bidders in the same order as provided in the Bid cum Application Form.
- (c) In case of revision of Bids by Retail Individual Bidders, Eligible Employees, such Bidders should ensure that the Bid Amount, subsequent to revision, does not exceed ₹ 200,000. In case the Bid Amount exceeds ₹ 200,000 due to revision of the Bid or for any other reason, the Bid may be considered, subject to eligibility, for allocation under the Non-Institutional Category, not being eligible for Discount (if applicable) and such Bid may be rejected if it is at the Cut-off Price. The Cut-off Price option is given only to the Retail Individual Bidders and Eligible Employees indicating their agreement to Bid for and purchase the Equity Shares at the Offer Price as determined at the end of the Book Building Process.
- (d) In case the total amount (i.e., original Bid Amount plus additional payment) exceeds ₹ 200,000, the Bid will be considered for allocation under the Non-Institutional Portion in terms of the RHP. If, however, the Retail Individual Bidders, does not either revise the Bid or make additional payment and the Offer Price is higher than the cap of the Price Band prior to revision, the number of Equity Shares Bid for shall be adjusted downwards for the purpose of allocation, such that no additional payment would be required from the Retail Individual Bidders and the Retail Individual Bidders is deemed to have approved such revised Bid at Cut-off Price.
- (e) In case of a downward revision in the Price Band, Retail Individual Bidders who have bid at the Cut-off Price could either revise their Bid or the excess amount paid at the time of bidding may be unblocked

M. FIELD 6: PAYMENT DETAILS

- (a) All Bidders are required to make payment of the full Bid Amount (less Discount (if applicable) along with the Bid Revision Form. In case of Bidders specifying more than one Bid Option in the Bid cum Application Form, the total Bid Amount may be calculated for the highest of three options at net price, i.e. Bid price less discount offered, if any.
- (b) In case of Bids submitted by ASBA Bidder, Bidder may Offer instructions to block the revised amount based on cap of the revised Price Band (adjusted for the Discount (if applicable) in the ASBA Account, to the same member of the Syndicate/Registered Broker/RTA/DP or the same Designated Branch (as the case may be) through whom such Bidder had placed the original Bid to enable the relevant SCSB to block the additional Bid Amount, if any.
- (c) In case of Bids, other than ASBA Bids, Bidder, may make additional payment based on the cap of the revised Price Band (such that the total amount i.e., original Bid Amount plus additional payment does not exceed ₹ 200,000 if the Bidder wants to continue to Bid at the Cut-off Price), with the members of the Syndicate /Registered Broker/RTAs/DPs to whom the original Bid was submitted.
- (d) In case the total amount (i.e., original Bid Amount less discount (if applicable) plus additional payment) exceeds ₹ 200,000, the Bid may be considered for allocation under the Non-Institutional Category in terms of the RHP. If, however, the Bidder does not either revise the Bid or make additional payment and the Offer Price is higher than the cap of the Price Band prior to revision, the number of Equity Shares Bid for may be adjusted downwards for the purpose of allotment, such that no additional payment is required from the Bidder and the Bidder is deemed to have approved such revised Bid at the Cut-off Price.

- (e) In case of a downward revision in the Price Band, Retail Individual Bidders and Eligible Employees, who have bid at the Cut-off Price, could either revise their Bid or the excess amount paid at the time of bidding may be unblocked.

N. FIELDS 7: SIGNATURES AND ACKNOWLEDGEMENTS

Bidders may refer to instructions contained at Paragraphs H and I for this purpose.

Bidders are requested to note the additional instructions provided below.

1. Thumb impressions and signatures other than in the languages specified in the Eighth Schedule in the Constitution of India must be attested by a Magistrate or a Notary Public or a Special Executive Magistrate under official seal. Bids must be in single name or in joint names (not more than three, and in the same order as their Depository Participant details).
2. Bids through ASBA must be made in single name or in joint names (not more than three, and in the same order as their details appear with the Depository Participant), and completed in full, in BLOCK LETTERS in ENGLISH and in accordance with the instructions contained in the Red Herring Prospectus and in the Bid cum Application Form.
3. Bids on a repatriation basis shall be in the names of individuals, or in the name of Eligible NRIs, FIIs, FPIs, QFIs, but not in the names of minors, OCBs, firms or partnerships, foreign nationals (excluding NRIs) or their nominees. Bids by Eligible NRIs and QFIs for a Bid Amount of upto ₹ 200,000 would be considered under the Retail Portion for the purposes of allocation and Bids for a Bid Amount of more than ₹ 200,000 would be considered under Non-Institutional Portion for the purposes of allocation.

Submission of Bid-cum-Application Form

Bidders may submit completed Bid cum Application form / Revision Form in the following manner:-

Mode of Application	Submission of Bid cum Application Form
ASBA Application	<p>(i) To members of the Syndicate in the Specified Locations or Registered Brokers at the Broker Centres;</p> <p>(ii) To the Designated branches of the SCSBs where the ASBA Account is maintained:</p> <ol style="list-style-type: none"> 1. Depository Participant; 2. Stock Brokers registered with a recognised stock exchange; 3. Registrar to the Offer and share transfer agent.

- (a) Bidders should not submit the Bid Cum Application Forms/ Revision Form directly to the escrow collection bank. Bid cum Application Form/ Revision Form submitted to the escrow collection banks are liable for rejection.
- (b) Bidders should submit the Revision Form to the same member of the Syndicate, the Registered Broker RTAs or DPs or the SCSB through which such Bidder had placed the original Bid.
- (c) Upon submission of the Bid cum Application Form, the Bidder will be deemed to have authorized the Company to make the necessary changes in the RHP and the Bid cum Application Form as would be required for filing Prospectus with the Registrar of Companies (RoC) and as would be required by the RoC after such filing, without prior or subsequent notice of such changes to the relevant Bidder.
- (d) Upon determination of the Issue Price and filing of the Prospectus with the RoC, the Bid cum Application Form will be considered as the application form.

Grounds for Technical Rejections

Bidders are requested to note that Bids may be rejected on the following additional technical grounds.

1. Bid submitted without instruction to the SCSB to block the entire Bid Amount;

2. Bids submitted by Retail Individual Bidders which do not contain details of the Bid Amount and the bank account details in the Bid cum Application Form;
3. Bids submitted on a plain paper;
4. Bids by HUFs not mentioned correctly as given in the sub-section titled “*Who can Bid?*” on page 249;
5. ASBA Bids submitted directly to the SCSBs does not bear the stamp of the SCSB and/or the Designated Branch and/or the Book Running Lead Manager or Registered Brokers or RTAs or DPs, as the case may be;
6. Signature of First/sole Bidder missing;
7. The Bid cum Application Form not being signed by the account holders, if the account holder is different from the Bidder;
8. Bids by persons for whom PAN details have not been verified and whose beneficiary accounts are ‘suspended for credit’ in terms of SEBI circular (reference number: CIR/MRD/DP/22 /2010) dated July 29, 2010;
9. GIR number furnished instead of PAN;
10. Bids by Retail Individual Bidders and Eligible Employees with Bid Amount for a value of more than ₹ 200,000.00 and ₹500,000 respectively;
11. Bids by persons who are not eligible to acquire Equity Shares in terms of all applicable laws, rules, regulations, guidelines and approvals;
12. Bids accompanied by stock invest/money order/postal order/cash;
13. Bids by U.S. Persons, as defined under Regulation S of the U.S. Securities Act, outside the United States; and
14. Bids uploaded by QIBs after 4.00 pm on the QIB Bid Closing Date and by Non-Institutional Bidders uploaded after 4.00 p.m. on the Bid Closing Date, and Bids by Retail Individual Bidders and Eligible Employees uploaded after 5.00 p.m. on the Bid Closing Date, unless extended by the Stock Exchanges.
15. Bid by persons not competent to contract under the Indian Contract Act, 1872, as amended, (other than minors having valid Depository Account as per Demographic Details provided by Depositories);
16. Bids by OCBs;
17. In case of partnership firms, Bids for Equity Shares made in the name of the firm. However, a limited liability partnership can apply in its own name;
18. In case of Bids under power of attorney or by limited companies, corporate, trust etc., relevant documents are not being submitted along with the Bid cum application form/ Application Form;
19. Bids by persons prohibited from buying, selling or dealing in the shares directly or indirectly by SEBI or any other regulatory authority;
20. Bids by any person outside India if not in compliance with applicable foreign and Indian laws;
21. DP ID and Client ID not mentioned in the Bid cum Application Form;
22. In case no corresponding record is available with the Depositories that matches the DP ID, the Client ID and the PAN;
23. Bids for lower number of Equity Shares than the minimum specified for that category of investors;
24. Bids at a price less than the Floor Price & Bids at a price more than the Cap Price;
25. Bids at Cut-off Price by Non-Institutional Bidders and QIBs;
26. The amounts mentioned in the Bid cum Application Form does not tally with the amount payable for the value of the Equity Shares Bid for;
27. Bids for amounts greater than the maximum permissible amounts prescribed by the regulations;
28. Submission of more than 5 (five) Bid cum Application Forms as per ASBA Account;
29. Bids for number of Equity Shares which are not in multiples Equity Shares which are not in multiples as specified in the RHP;
30. Multiple Bids as defined in this GID and the RHP;

31. Bid cum Application Forms are not delivered by the Bidders within the time prescribed as per the Bid cum Application Forms, Bid/ Offer Opening Date advertisement and as per the instructions in the RHP and the Bid cum Application Forms;
32. Inadequate funds in the bank account to block the Bid Amount specified in the Bid cum Application Form at the time of blocking such Bid Amount in the bank account;
33. Where no confirmation is received from SCSB for blocking of funds;
34. Bids by Bidders (other than Anchor Investors) not submitted through ASBA process;
35. Bids submitted to the BRLM at locations other than the Specified Cities and Bid cum Application Forms, to the Registrar to the Offer;
36. Bids not uploaded on the terminals of the Stock Exchanges;
37. Bids by SCSBs wherein a separate account in its own name held with any other SCSB is not mentioned as the ASBA Account in the Bid cum Application Form.

Equity Shares in Dematerialized Format

In terms of Section 29 of the Companies Act, 2013, the Equity Shares shall be allotted only in dematerialised form. As per the existing SEBI ICDR Regulations, the trading in the Equity Shares shall only be in dematerialised form for all Bidders. In this context, 2 (two) agreements have been signed among our Company, the respective Depositories and the Registrar to the Offer:

- Agreement dated July 25, 2018 among NSDL, our Company and Link Intime India Private Limited; and
- Agreement dated July 17, 2018 among CDSL, our Company and Link Intime India Private Limited.

Disposal of Applications

With respect to Anchor Investors, our Company shall ensure dispatch of Allotment Advice, refund orders (except for Bidders who receive refunds through electronic transfer of funds) and give benefit to the beneficiary account of Depository Participants of the Bidders and submit the documents pertaining to the Allocation to the Stock Exchange(s) on the Anchor Investor Bidding Date.

In case of Bidders who receive refunds through NECS, NEFT, direct credit or RTGS, the refund instructions will be given to the clearing system within 6 Working Days from the Bid/Offer Closing Date.

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”.

Section 447 of Companies Act, 2013 deals with ‘Fraud’ and prescribed a punishment of “imprisonment for a term which shall not be less than 6 (six) months but which may extend to 10 (ten) years and shall also be liable to fine which shall not be less than the amount involved in the fraud, but which may extend to 3 (three) times the amount involved in the fraud”.

Completion of Formalities for Listing and Commencement of Trading

The Company shall ensure that all steps for the completion of the necessary formalities for listing and commencement of trading at the Stock Exchanges are taken within 6 (six) Working Days of the Bid/ Offer Closing Date. The Registrar to the Offer may give instructions for credit to Equity Shares the beneficiary account with DPs, and dispatch the Allotment Advice within 6 (six) Working Days of the Bid/ Offer Closing Date..

Allotment Procedure and Basis of Allotment

The allotment of Equity Shares to Bidders other than Retail Individual Bidders and Anchor Investors may be on proportionate basis. No Retail Individual Bidder will be allotted less than the minimum Bid Lot subject to availability of shares in Retail Individual Investor Category and the remaining available shares, if any will be allotted on a proportionate basis. The Company is required to receive a minimum subscription of 90% of the Fresh Issue. Our Company shall not make any allotment in excess of the Equity Shares offered through the Offer except in case of over-subscription for the purpose of rounding off to make allotment, in consultation with the Designated Stock Exchange. However, in case of over-subscription, 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.

1. Allotment to Retail Individual Bidders

Bids received from the Retail Individual Bidders at or above the Offer Price may be grouped together to determine the total demand under this category. If the aggregate demand in this category is less than or equal to the Retail Portion at or above the Offer Price, full Allotment may be made to the Retail Individual Bidders to the extent of the valid Bids. If the aggregate demand in this category is greater than the allocation to in the Retail Portion at or above the Offer Price, then the maximum number of Retail Individual Bidders who can be Allotted the minimum Bid Lot will be computed by dividing the total number of Equity Shares available for Allotment to Retail Individual Bidders by the minimum Bid Lot ("Maximum RII Allottees"). The Allotment to the Retail Individual Bidders will then be made in the following manner:

- a) In the event the number of Retail Individual Bidders who have submitted valid Bids in the Offer is equal to or less than Maximum RII Allottees, (i) all such Retail Individual Bidders shall be Allotted the minimum Bid Lot; and (ii) the balance available Equity Shares, if any, remaining in the Retail Portion shall be Allotted on a proportionate basis to the Retail Individual Bidders who have received Allotment as per (i) above for the balance demand of the Equity Shares Bid by them (i.e. who have Bid for more than the minimum Bid Lot).
- b) In the event the number of Retail Individual Bidders who have submitted valid Bids in the Offer is more than Maximum RII Allottees, the Retail Individual Bidders (in that category) who will then be allotted minimum Bid Lot shall be determined on the basis of draw of lots.

2. Allotment to Non-Institutional Bidders

Bids received from Non-Institutional Bidders at or above the Offer Price may be grouped together to determine the total demand under this category. The allotment to all successful Non-Institutional Bidders may be made at or above the Offer Price. If the aggregate demand in this category is less than or equal to the Non-Institutional Category at or above the Offer Price, full allotment may be made to Non-Institutional Bidders to the extent of their demand. In case the aggregate demand in this category is greater than the Non-Institutional Category at or above the Offer Price, allotment may be made on a proportionate basis upto a minimum of the Non-Institutional Category.

3. Allotment To QIBs

Bids received from QIBs bidding in the QIB Portion (net of Anchor Portion) at or above the Offer Price may be grouped together to determine the total demand under this category. The QIB Portion may be available for allotment to QIBs who have Bid at a price that is equal to or greater than the Offer Price. Allotment may be undertaken in the following manner:

- (a) In the first instance allocation to Mutual Funds for upto 5% of the QIB Portion may be determined as follows: (i) In the event that Bids by Mutual Fund exceeds 5% of the QIB Portion, allocation to Mutual Funds may be done on a proportionate basis for upto 5% of the QIB Portion; (ii) In the event that the aggregate demand from Mutual Funds is less than 5% of the QIB Portion then all Mutual Funds may get full allotment to the extent of valid Bids received above the Offer Price; and (iii) Equity Shares remaining unsubscribed, if any and not allocated to Mutual Funds may be available for allotment to all QIBs as set out at paragraph (b) below;
- (b) In the second instance, allotment to all QIBs may be determined as follows: (i) In the event of oversubscription in the QIB Portion, all QIBs who have submitted Bids above the Offer Price may be Allotted Equity Shares on a

proportionate basis for upto 95% of the QIB Portion; (ii) Mutual Funds, who have received allocation as per (a) above, for less than the number of Equity Shares Bid for by them, are eligible to receive Equity Shares on a proportionate basis along with other QIBs; and (iii) Under-subscription below 5% of the QIB Portion, if any, from Mutual Funds, may be included for allocation to the remaining QIBs on a proportionate basis.

4. Allotment to Anchor Investor

- (d) Allocation of Equity Shares to Anchor Investors at the Anchor Investor Offer Price will be at the discretion of the Company in consultation with Selling Shareholder and BRLM subject to compliance with the following requirements:
- (i) not more than 60% of the QIB Portion will be allocated to Anchor Investors;
 - (ii) Funds, subject to valid Bids being received from domestic Mutual Funds at or above the price at which allocation is being done to other Anchor Investors; and
 - (iii) Allocation to the Anchor Investors shall be on a discretionary basis, and subject to:
 - where allocation in the Anchor Investor Portion is upto ₹ 10 crores, maximum of 2 (two) Anchor Investors;
 - where the allocation under the Anchor Investor Portion is more than ₹ 10 crores but upto ₹ 250 crores, minimum of 2 (two) and maximum of 15 (fifteen) Anchor Investors, subject to a minimum Allotment of ₹ 5 crores per Anchor Investor; and
 - where the allocation under the Anchor Investor portion is more than ₹ 250 crores: (i) minimum of 5 (five) and maximum of 15 (fifteen) Anchor Investors for allocation upto ₹ 250 crores; and (ii) an additional 10 Anchor Investors for every additional allocation of ₹ 250 crores or part thereof in the Anchor Investor Portion; subject to a minimum Allotment of ₹ 5 crores per Anchor Investor.
- (e) A physical book is prepared by the Registrar on the basis of the Bid cum Application Forms received from Anchor Investors. Based on the physical book and at the discretion of the Company in consultation with the Selling Shareholder and BRLM, selected Anchor Investors will be sent a CAN and if required, a revised CAN.
- (f) In the event that the Offer Price is higher than the Anchor Investor Allocation Price: Anchor Investors will be sent a revised CAN within 1 (one) day of the Pricing Date indicating the number of Equity Shares allocated to such Anchor Investor and the pay-in date for payment of the balance amount. Anchor Investors are then required to pay any additional amounts, being the difference between the Offer Price and the Anchor Investor Allocation Price, as indicated in the revised CAN within the pay-in date referred to in the revised CAN. Thereafter, the Allotment Advice will be issued to such Anchor Investors
- (g) In the event the Offer Price is lower than the Anchor Investor Offer Price: Anchor Investors who have been Allotted Equity Shares will directly receive Allotment Advice.

Basis of Allotment for QIBS (other than Anchor Investors), Non-Institutional Bidders And Reserved Category in case of Over-Subscribed Offer

In the event of the Offer being over-subscribed, the Company may finalise the Basis of Allotment in consultation with Selling Shareholder, BRLM Designated Stock Exchange in accordance with the SEBI ICDR Regulations.

The allocation may be made in marketable lots, on a proportionate basis as explained below:

- (a) Bidders may be categorized according to the number of Equity Shares applied for;
- (b) The total number of Equity Shares to be Allotted to each category as a whole may be arrived at on a proportionate basis, which is the total number of Equity Shares applied for in that category (number of Bidders in the category multiplied by the number of Equity Shares applied for) multiplied by the inverse of the over-subscription ratio;
- (c) The number of Equity Shares to be Allotted to the successful Bidders may be arrived at on a proportionate basis, which is total number of Equity Shares applied for by each Bidder in that category multiplied by the inverse of the over-subscription ratio;

- (d) In all Bids where the proportionate allotment is less than the minimum bid lot decided per Bidder, the allotment may be made as follows: the successful Bidders out of the total Bidders for a category may be determined by a draw of lots in a manner such that the total number of Equity Shares Allotted in that category is equal to the number of Equity Shares calculated in accordance with (b) above; and each successful Bidder may be Allotted a minimum of such Equity Shares equal to the minimum Bid Lot finalised by the Company;
- (e) If the proportionate allotment to a Bidder is a number that is more than the minimum Bid lot but is not a multiple of one (which is the marketable lot), the decimal may be rounded off to the higher whole number if that decimal is 0.5 or higher. If that number is lower than 0.5 it may be rounded off to the lower whole number. Allotment to all bidders in such categories may be arrived at after such rounding off; and
- (f) If the Equity Shares allocated on a proportionate basis to any category are more than the Equity Shares Allotted to the Bidders in that category, the remaining Equity Shares available for allotment may be first adjusted against any other category, where the Allotted Equity Shares are not sufficient for proportionate allotment to the successful Bidders in that category. The balance Equity Shares, if any, remaining after such adjustment may be added to the category comprising Bidders applying for minimum number of Equity Shares.

Grounds for Refunds

a) Non-Receipt of Listing Permission

The Company shall make an application to the Stock Exchange(s) for permission to deal in/ list and for an official quotation of the Equity Shares. All the Stock Exchanges from where such permission is sought are disclosed in the DRHP. The Designated Stock Exchange may be as disclosed in the RHP/ Prospectus with which the Basis of Allotment may be finalised.

If the permissions to deal in and for an official quotation of the Equity Shares are not granted by any of the Stock Exchange(s), the Company may forthwith repay, without interest, all moneys received from the Bidders in pursuance of the RHP. If such money is not repaid within the prescribed time after the Company becomes liable to repay it, then the Company and every director of the Company who is an officer in default may, on and from such expiry of such period, be liable to repay the money, with interest at such rate, as disclosed in the RHP/ Prospectus.

b) Non-Receipt of Minimum Subscription

If the Company does not receive a minimum subscription of 90% of the Fresh Issue (excluding any offer for sale of specified securities), including devolvement to the Underwriters, the Company may forthwith, take steps to unblock the entire subscription amount received within six Working Days of the Bid/Offer Closing Date and repay, without interest, all moneys received from Anchor Investors. In case the Offer is in the nature of Offer for Sale only, then minimum subscription may not be applicable. 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) through the Equity Shares offered pursuant to the Offer for Sale; and
- (ii) subsequently through the balance part of the Fresh Issue

If there is a delay beyond the prescribed time after the Company becomes liable to pay or unblock the amount received from Bidders, then the Company shall be liable to repay the money, with interest as disclosed in RHP.

c) Minimum Number of Allottees

The Company may ensure that the number of prospective Allottees to whom Equity Shares may be allotted may not be less than 1,000 failing which the entire application monies may be refunded forthwith.

Mode of Refunds

- (a) **In case of ASBA Bids:** Within 6 (six) Working Days of the Bid/Offer Closing Date, the Registrar to the Offer may give instructions to SCSBs for unblocking the amount in ASBA Account on unsuccessful Bid, for any excess amount blocked on Bidding, for any ASBA Bids withdrawn, rejected or unsuccessful or in the event of withdrawal or failure of the Offer

- (b) In the case of Bids from Eligible NRIs and FPIs, refunds, if any, may generally be payable in Indian Rupees only and net of bank charges and/ or commission. If so desired, such payments in Indian Rupees may be converted into U.S. Dollars or any other freely convertible currency as may be permitted by the RBI at the rate of exchange prevailing at the time of remittance and may be dispatched by registered post. The Company and the Selling Shareholder may not be responsible for loss, if any, incurred by the Bidder on account of conversion of foreign currency.
- (c) In case of Anchor Investors: Within six Working Days of the Bid/Offer Closing Date, the Registrar to the Offer may dispatch the refund orders for all amounts payable to unsuccessful Anchor Investors. In case of Anchor Investors, the Registrar to the Offer may obtain from the depositories, the Bidders' bank account details, including the MICR code, on the basis of the DP ID, Client ID and PAN provided by the Anchor Investors in their Anchor Investor Application Forms for refunds. Accordingly, Anchor Investors are advised to immediately update their details as appearing on the records of their depositories. Failure to do so may result in delays in dispatch of refund orders or refunds through electronic transfer of funds, as applicable, and any such delay may be at the Anchor Investors' sole risk and neither the Issuer, the Registrar to the Offer, the Escrow Collection Banks, or the Syndicate, may be liable to compensate the Anchor Investors for any losses caused to them due to any such delay, or liable to pay any interest for such delay.

Mode of making refunds for Bidders other than ASBA Bidders (Anchor Investors)

The payment of refund, if any, may be done through various modes as mentioned below:

- (i) **NECS** - Payment of refund may be done through NECS for Bidders having an account at any of the centres specified by the RBI. This mode of payment of refunds may be subject to availability of complete bank account details including the nine-digit MICR code of the Bidder as obtained from the Depository;
- (ii) **NEFT** - Payment of refund may be undertaken through NEFT wherever the branch of the Bidders' bank is NEFT enabled and has been assigned the Indian Financial System Code ("IFSC"), which can be linked to the MICR of that particular branch. The IFSC Code may be obtained from the website of RBI as at a date prior to the date of payment of refund, duly mapped with MICR numbers. Wherever the Bidders have registered their nine-digit MICR number and their bank account number while opening and operating the demat account, the same may be duly mapped with the IFSC Code of that particular bank branch and the payment of refund may be made to the Bidders through this method. In the event NEFT is not operationally feasible, the payment of refunds may be made through any one of the other modes as discussed in this section;
- (iii) **Direct Credit** - Bidders having their bank account with the Refund Banker may be eligible to receive refunds, if any, through direct credit to such bank account;
- (iv) **RTGS** - Bidders having a bank account at any of the centres notified by SEBI where clearing houses are managed by the RBI, may have the option to receive refunds, if any, through RTGS. The IFSC code shall be obtained from the demographic details. Anchor Investors should note that on the basis of PAN of the bidder, DP ID and beneficiary account number provided by them in the Bid cum Application Form, the Registrar to the Offer will obtain from the Depository the demographic details including address, Bidders account details, IFSC code, MICR code and occupation (hereinafter referred to as "Demographic Details"). The bank account details for would be used giving refunds. Hence, Bidders are advised to immediately update their bank account details as appearing on the records of the Depository Participant. Please note that failure to do so could result in delays in despatch/ credit of refunds to Bidders at their sole risk and neither the BRLM or the Registrar to the Offer or the Escrow Collection Banks nor the Company shall have any responsibility and undertake any liability for the same; and
- (v) Please note that refunds, on account of our Company not receiving the minimum subscription of 90% of the Offer, shall be credited only to the bank account from which the Bid Amount was remitted to the Escrow Bank.

For details of levy of charges, if any, for any of the above methods, Bank charges, if any, for cashing such cheques, pay orders or demand drafts at other centres etc Bidders may refer to RHP.

Interest in Case of Delay in Allotment or Refund

Company shall ensure that all steps for the completion of the necessary formalities for the listing and the commencement of trading of the Equity Shares on the Stock Exchanges are taken within six Working Days of the Bid/Offer Closing Date or such other period as may be prescribed.

The Company may pay interest at the rate of 15% per annum where the refund or portion thereof is made in electronic manner, the refund instructions have not been given to the clearing system in the disclosed manner and/or demat credits are not made to Bidders or instructions for unblocking of funds in the ASBA Account are not dispatched within the six Working days of the Bid/Offer Closing Date. The Company may pay interest at 15% per annum for any delay beyond 15 days from the Bid/Offer Closing Date, if Allotment is not made.

Undertakings by our Company

Our Company undertakes the following that:

- i. if our Company does not proceed with the Offer after the Bid/Offer Closing Date, the reason thereof shall be given as a public notice to be issued by our Company within 2 (two) days of the Bid/Offer Closing Date. The public notice shall be issued in the same newspapers where the pre-Offer advertisements were published. The stock exchanges on which the Equity Shares are proposed to be listed shall also be informed promptly;
- ii. if our Company withdraws the Offer, in consultation with the BRLM at any stage including after the closure of bidding, our Company shall be required to file a fresh offer document with the RoC/SEBI, in the event our Company subsequently decides to proceed with the Offer;
- iii. the complaints received in respect of the Offer shall be attended to by our Company expeditiously and satisfactorily;
- iv. all steps will be taken for completion of the necessary formalities for listing and commencement of trading at the Stock Exchanges where the Equity Shares are proposed to be listed are taken within the period prescribed by the Board;;
- v. the funds required for making refunds/unblocking to unsuccessful Bidders 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 Bidder within the specified period of the closure of the Offer giving details of the bank where refund shall be credited along with the amount and expected date of electronic credit of refund.
- vii. no further issue of the Equity Shares shall be made till the Equity Shares offered through the Red Herring Prospectus are listed or until the Bid monies are refunded on account of non-listing, under-subscription, etc.;
- viii. adequate arrangements shall be made to collect all Bid cum Application Forms under the ASBA process and to consider the them similar to Non-ASBA Bids while finalising the Basis of Allotment;
- ix. it shall not have recourse to the Fresh Issue Proceeds until the final approval for listing and trading of the Equity Shares from the Stock Exchanges where listing is sought have been received.

Undertakings by the Selling Shareholder

The Selling Shareholder, undertakes and specifically confirms the following in respect of itself and the Offered Shares:

- i. it is the legal and beneficial holder and has full title to the Offered Shares;
- ii. the Offered Shares are eligible for being offered in the Offer for Sale in terms of Regulation 8 of the SEBI ICDR Regulations;
- iii. the Offered Shares are fully paid up;
- iv. the Offered Shares are free and clear of any encumbrance and it shall provide such reasonable cooperation to the Company and the Share Escrow Agent for transfer of such Offered Shares to the Bidders within the time specified under applicable law;
- v. it shall not have recourse to the proceeds of the Offer for Sale which shall be held in escrow in its favour, until the final listing and trading approvals have been received by the Company from the Stock Exchanges, in accordance with applicable law;

Utilisation of Offer Proceeds

The Board of Directors certify that:

- all monies received out of the Offer 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;
- details of all monies utilised out of the Offer shall be disclosed, and continue to be disclosed till the time any part of the Fresh Offer proceeds remains unutilised, under an appropriate head in the balance sheet of our Company indicating the purpose for which such monies have been utilised;
- details of all unutilised monies out of the Offer, 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;

RESTRICTIONS ON FOREIGN OWNERSHIP OF INDIAN SECURITIES

Foreign investment in Indian securities is regulated through the FEMA and various regulations made thereunder. The Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India (“**DIPP**”) makes policy announcements on FDI through press notes and press releases which are notified by the RBI as amendments to the FEMA. The DIPP also issues the Consolidated Foreign Direct Investment Policy (“**FDI Policy**”) from time to time. The regulatory framework pertaining to foreign investment, over a period of time, thus, consists of acts, regulations, master circulars, press notes, press releases, and clarifications among other amendments.

India’s current FDI Policy issued by the DIPP with effect from August 28, 2017, consolidates and supersedes all previous press notes, press releases and clarifications on FDI issued by the DIPP till August 27, 2017. All the press notes, press releases, clarifications on FDI issued by DIPP till August 27, 2017 stand rescinded as on August 28, 2017. In terms of the FDI Policy, Foreign investment is permitted (except in the prohibited sectors) in Indian companies either through the automatic route or the Government route, depending upon the sector in which foreign investment is sought to be made. In terms of the FDI Policy, the work of granting government approval for foreign investment under the FDI Policy and FEMA Regulations has now been entrusted to the concerned Administrative Ministries/Departments.

FDI for the items or activities that cannot be brought in under the automatic route may be brought in through the approval route. Foreign investment is allowed up to 100% under automatic route in our Company subject to certain conditions. For further details please see the chapter titled “*Key Industry Regulations and Policies*” beginning on page 130 of this DRHP.

RBI has also issued Master Direction- Foreign Investment in India dated January 4, 2018. In terms of the Master Direction, an Indian company may issue fresh shares to persons resident outside India (who are eligible to make investments in India, for which eligibility criteria are as prescribed). Such fresh issue of shares shall be subject to inter-alia, the pricing guidelines prescribed under the Master Directions.

The RBI, in exercise of its power under the FEMA, has also notified the Foreign Exchange Management (Transfer or Issue of Security by a Person Resident outside India) Regulations, 2017 to prohibit, restrict or regulate, transfer by or issue security to a person resident outside India. Foreign investment limit is allowed up to 100% under automatic route in our Company, subject to appropriate approvals of the shareholders in general meeting. Eligible NRIs and OCIs investing on repatriation basis are subject to individual investment limit of 5% subject to the aggregate paid-up value of the shares purchased by all NRIs and OCIs put together on repatriation basis not exceeding 10% and such transaction must be conducted on a recognized stock exchange, in accordance with applicable conditions. Further, SEBI registered FPIs have been permitted to purchase shares of an Indian company through the Offer, subject to total FPI investment being within the individual FPI/sub account investment limit of 10% subject to the total sectoral cap of all FPIs/sub accounts put together being 24% of the paid-up capital of the Indian Company. The aggregate limit of 10% in case of NRIs and OCIs together may be raised to 24 % if a special resolution to that effect is passed by the Shareholders of the Indian company concerned. The aggregate limit of 24% in case of FPIs may be increased up to the sectoral cap/statutory ceiling, as applicable, by the Indian company concerned by passing of a special resolution to that effect by its Shareholders. Currently, vide the Shareholders’ Resolution dated August 21, 2018 the investment by FPIs and FIIs in our Company have been increased from 24% to 100% of the paid-up equity share capital, and the investment by NRIs on repatriation basis in our Company have been increased from 10% to 24% of the paid-up equity share capital. Eligible NRIs and OCIs investing on non-repatriation basis can purchase equity shares without any limit on a stock exchange or outside it.

The transfer of shares between an Indian resident and a Non-resident does not require prior approval of RBI, subject to fulfillment of certain conditions as specified by DIPP / RBI, from time to time. Such conditions include (i) the activities of the investee company are under the automatic route under the foreign direct investment (“FDI”) Policy and transfer does not attract the provisions of the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011; (ii) the non-resident shareholding is within the sectoral limits under the FDI Policy; and (iii) the pricing is in accordance with the guidelines prescribed by the SEBI/RBI. Investors are advised to refer to the exact text of the relevant statutory provisions of law before investing and / or subsequent purchase or sale transaction in the Equity Shares of our Company.

As per the existing policy of the Government of India, OCBs cannot participate in this Offer.

The Equity Shares have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “U.S. Securities Act”), or the securities laws of any state of the United States and may not be offered or sold within the United States, except pursuant to 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 only outside 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. 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 Applications 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 and the BRLM are not liable for any amendments or modification or changes in applicable laws or regulations, which may occur after the date of this DRHP. Bidders are advised to make their independent investigations and ensure that the Applications are not in violation of laws or regulations applicable to them.

SECTION IX – MAIN PROVISIONS OF THE ARTICLES OF ASSOCIATION

ARTICLES OF ASSOCIATION

OF

COLDEX LIMITED

Part A

The following regulations comprised in these Articles of Association were adopted pursuant to members' resolution passed at the Extra Ordinary General Meeting held on, 19th June, 2018 in substitution for and to the entire exclusion of, the regulations contained in the existing Articles of Association of the Company.

The Articles of Association of the Company comprise two parts, Part A and Part B. However, upon the commencement of listing of the equity shares of the Company on any recognised stock exchange in India pursuant to an initial public offering of the equity shares of the Company, Part B 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 A shall automatically come in effect and be in force, without any further corporate or other action by the Company or its shareholders. Until such time, in the event of any inconsistency between Part A and Part B of the Articles of Association, the provisions of Part B shall prevail over Part A.

Table 'F' Not to Apply

1. (a) The regulations contained in the Table marked "F" in Schedule I of 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.

Company to Be Governed by These Articles

- (b) The regulations for the management of the Company and for the observance of the members thereto and their representatives, shall, subject to any exercise of the statutory powers of the Company with reference to the repeal or alteration of or addition to its regulations by Special Resolution as prescribed or permitted by Section 14 of the Act, be such as are contained in these Articles.

INTERPRETATION

Headings Not Authoritative

2. (A)(a) The headings used in these Articles shall not affect the construction hereof.

Interpretation Clause

- (b) In the Interpretation of these Articles, the following expressions shall have the following meanings, unless repugnant to the subject or context:

"The Company" or "This Company" or "Company"

- (c) "The Company" or "This Company" means Coldex Limited, Public Company incorporated under the Companies Act, 1956.

"The Act" or "The said Act" or "The Companies Act"

- (d) "The Act" or "The said Act" means the Companies Act, 2013 (Act 18 of 2013) the rules, notifications, clarifications, circulars and orders issued thereunder and subsequent amendments thereto or any statutory modifications or re-enactments thereto or any statutory modifications or re-enactments thereof for the time being in force.

"Affiliate"

- (e) "Affiliate" means, in relation to any Person, any entity Controlled, directly or indirectly, by that Person, or any entity that Controls, directly or indirectly, that Person, or any entity under common Control with that Person;

“Applicable Law”

- (f) “Applicable Law” means all applicable laws, bye-laws, statutes, rules, regulations, orders, ordinances, notifications, protocols, treaties, codes, guidelines, policies, notices, directions, writs, orders, decisions, injunctions, judgments, awards, decrees or other requirements or official directive of any court of competent authority or of any competent Governmental Authority, including any International Trade Governmental Authority, the Securities and Exchange Board of India, or Person acting under the authority of any competent Governmental Authority of the Republic of India, including any International Trade Governmental Authority, rules of any stock exchanges and Indian GAAP or any other generally accepted accounting principles.

“Alter” And “Alteration”

- (g) “Alter” and “Alteration” shall include the making of additions and omissions;

“Annual General Meeting”

- (h) “Annual General Meeting” means a general meeting of the members held in accordance with the provisions of Section 96 of the Act and adjourned holding thereof;

“Articles”

- (i) “Articles” mean the Articles of Association of the Company as originally framed or as altered from time to time;

“Auditors”

- (j) “Auditors” means and includes those persons appointed as such for the time being by the Company;

“Beneficial Owner”

- (k) “Beneficial Owner” shall mean the beneficial owner as defined in Clause (a) of sub-section (l) of Section 2 of the Depositories Act, 1996;

“Board” or “Board of Directors”

- (l) “Board” or “Board of Directors” mean a meeting of the Directors duly called and constituted, or as the case may be, the Directors assembled at a Board either in person or through electronic mode, or the requisite number of Directors assembled at a Board either in person or through electronic mode, or the requisite number of Directors entitled to pass a circular resolution in accordance with these Articles, or the Directors of the Company collectively;

“Body Corporate” or “Corporation”

- (m) “Body Corporate” or “Corporation” includes a Company incorporated outside India but does not include:
- (i) a co-operative society registered under any law relating to co-operative societies; and
 - (ii) any other body corporate (not being a Company as defined in the Act) which the Central Government may, by notification in the Official Gazette, specify in this behalf;

“Capital”

- (n) “Capital” means the Share Capital for the time being raised or authorized to be raised, for the purpose of the Company;

“Controlling”, “Controlled by” or “Control”

- (o) “Controlling”, “Controlled by” or “Control” with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person whether through the ownership of voting securities, by agreement or otherwise, or the power to elect more than one-half of the directors, partners or other individuals exercising similar authority with respect to such Person;

“Debentures”

- (p) “Debentures” include debenture-stock, bonds and other instruments of the Company evidencing debt,

whether constituting a charge on the assets of the Company or not;

“Depository”

- (q) “Depository” shall mean a depository as defined in Clause (e) of the Sub-section (l) of Section of the Depository Act, 1996;

“Directors”

- (r) “Directors” means the Directors for the time being of the Company or, as the case may be, the Directors assembled at a meeting of the Board either in person or through electronic mode or acting by Circular Resolution under the Articles;

“Dividend”

- (s) “Dividend” includes any interim dividend;

“Document”

- (t) “Document” includes summons, notice, requisition order, declaration form and registers, whether issued, sent or kept in pursuance of this or any other law for the time being in force or otherwise, maintained on paper or in electronic form;

“Equity Shares”

- (u) “Equity Shares” mean the equity shares of the Company, having a face value of Rs. 10 (Rupees Ten) each;

“Extraordinary General Meeting”

- (v) “Extraordinary General Meeting” means general meeting of the members other than Annual General Meeting duly called and constituted and any adjourned holding thereof;

“Financial Year”

- (w) “Financial Year” shall mean a period of Twelve Months commencing from 1st April of any Calendar Year and ending on 31st March of the Next Calendar Year;

“Financial Statements”

- (x) “Financial Statements” shall mean, the financial statements of the Company prepared in accordance with Applicable Law and shall include without limitation, the balance sheet as at the end of the financial year and profit and loss account for the financial year, the cash flow statement for the financial year, the notes to the financial statements, directors report, the auditor’s report and all disclosures as prescribed in Schedule II of the Act, a statement of changes in equity; and any explanatory note annexed to, or forming part of any of these documents;

“Gender”

- (y) Words importing the masculine gender also include, where the context requires or admits, the feminine gender;

“INR or Rs”

- (z) “INR or Rs” means the Indian Rupees;

“Independent Director”

- (aa) “Independent Director” shall mean an independent director as defined in Section 2 (47) of the Companies Act read with Regulation 16 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.
- (ab) “Listing Regulations” shall mean the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.

“Key Managerial Personnel”

- (ac) “Key Managerial Personnel” means the Chief Executive Officer or the Managing Director; the Company Secretary; Whole-Time director; Chief Financial Officer, such other officer, not more than one level below the directors who is in whole-time employment, designated as key managerial personnel by the Board; and such other officer as may be notified from time to time in the Rules.

“Managing Director”

- (ad) “Managing Director” means a Director who by virtue of an agreement with the Company or of a resolution passed by the Company in general meeting or by its Board of directors or by virtue of its Memorandum or Articles of Association is entrusted with substantial powers of management;

“Meeting” or “General Meeting”

- (ae) “Meeting” or “General Meeting” means a meeting of Members;

“Member”

- (af) “Member” means (i) the subscriber to the memorandum of the Company who shall be deemed to have agreed to become member of the Company, and on its registration, shall be entered as member in its register of members; (ii) every other person who agrees in writing to become a member of the company and whose name is entered in the register of members of the company; (iii) every person holding shares of the company and whose name is entered as a beneficial owner in the records of a depository;

“Memorandum”

- (ag) “Memorandum” means the Memorandum of Association of the Company as originally framed or as altered from time to time;

“Month”

- (ah) “Month” means a calendar month;

“National Holiday”

- (ai) “National Holiday” means and includes a day declared as national holiday by the Central Government;

“Office”

- (aj) “Office” means the Registered Office for the time being of the Company;

“Ordinary Resolutions”

- (ak) A resolution shall be an ordinary resolution when at a general meeting of which the notice required under the Act has been duly given, the votes cast (whether on a show of hands or on a poll, as the case may be in favor of the resolution (including the casting vote, if any, of the Chairman) by members who, being entitled so to do, vote in person, or where proxies are allowed, by proxy, exceed the votes, if any, cast against the resolution by members so entitled and voting;

“Paid-Up Share Capital “or “Share Capital Paid-Up”

- (al) “Paid-Up Share Capital “or “Share Capital Paid-Up” means such aggregate amount of money credited as paid-up as is equivalent to the amount received as paid-up in respect of shares issued and also includes any amount credited as paid-up in respect of shares of the Company, but does not include any other amount received in respect of such shares, by whatever name called;

“Person”

- (am) “Person” includes any individual, partnership, corporation, company, Governmental Authority, unincorporated organization, association, trust or other entity (whether or not having a separate legal entity);

“Plural Number”

- (an) Words importing the plural number also include, where the context requires or admits, the singular number, and vice-versa;

“Proxy”

- (ao) “Proxy” include attorney duly constituted under the power of attorney;

“Register of Members”

- (ap) “Register of Members” means the Register of Members to be kept, pursuant to the Act maintained on paper or in electronic form;

“Registrar”

- (aq) “Registrar” means the Registrar of Companies of the State in which the Registered Office of the Company is for the time being situated;

“Regulations” or “The Company’s Regulations”

- (ar) “Regulations” or the Company’s Regulations means the regulations for the time being for the management of the Company;

“Seal”

- (as) “Seal” means the Common Seal of the Company for the time being;

- (at) **“SEBI”**

“SEBI” shall mean the Securities and Exchange Board of India, constituted under the Securities and Exchange Board of India Act, 1992.

“Secretary”

- (au) “Secretary” means a Company Secretary within the meaning of Section 2(1) (c) of the Companies Secretaries Act, 1980, and includes any individual possessing the prescribed qualifications and appointed as Secretary of the Company to perform the duties which may be performed by the Secretary under the “Act” and other ministerial or administrative duties;

“Section” or “Sections”

- (av) “Section” or “Sections” means a Section of the Act for the time being in force;

- (aw) **“Share”**

“Share” means share in the Share Capital of the Company, and includes stock except where a distinction between stock and share is expressed or implied;

“Special Resolution”

- (ax) A Resolution shall be a Special Resolution when –
- (i) the intention to propose the resolution as a special resolution has been duly specific in the notice calling the general meeting or other intimation given to the members of the resolution;
 - (ii) the notice required under the Act has been duly given of the general meeting; and
 - (iii) the vote cast in favor of the resolution (whether on a show of hands, or no a poll, as the case may be) by members who, being entitled so to do vote in person, or where proxies are allowed by proxy, are not less than three times the numbers of the votes, if any, cast against the resolution by members so entitled and voting.

“These Presents”

- (ay) “These Presents” means the Memorandum of Association and the Articles of Association as originally framed or as altered from time to time;

“Variation” and “Vary”

- (az) “Variation” shall include abrogation and “Vary” shall include abrogate;

“Written” and “In Writing”

- (ba) “Written” and “In Writing” include printing, lithography and any other mode or modes of representing or reproducing words in a visible form or partly one and partly the other;

“Year” and “Financial Year”

- (bb) “Year” means a calendar year and “Financial Year” shall have the meaning assigned thereto by Section 2(41) of the Act;

“Expression in the Act to bear the same meaning in Articles”

- (B) Save as aforesaid, any words or expressions defined in the Act shall, where the subject or context bids, bear the same meaning in these Articles.

Copies of Memorandum and Articles to be Furnished by the Company

3. Pursuant to Section 17 of the Act, Company shall, on being so required by a member, send to him within 7 (seven) days of the requirement and subject to the payment of a fee of Rs. 100/- or such other fee as may be specified in the applicable Rules, a copy of each of the following documents, as in force for the time being:
- (i) The Memorandum;
 - (ii) The Articles, if any;
 - (iii) Every other agreement and every resolution referred to in Section 117(1), of the Act, if and in so far as they have not been embodied in the Memorandum or Articles.

Company’s Funds may not be Applied in Purchase of or Lent for Shares of the Company

4. (a) The Company shall not have the power to buy its own shares, unless the consequent reduction of capital is effected and sanctioned in pursuance Section 66 of the Companies Act at the time of application.
- (b) The Company shall not give, whether directly or indirectly and whether by means of a loan, guarantee the provision of security or otherwise, any financial assistance for the purpose of or in connection with a purchase or subscription made or to be made by any person of or for any shares in the Company or in its holding Company.

Provided that nothing in this clause shall be taken to prohibit:

- (i) the provision by the Company, in accordance with any scheme approved by the Company through special resolution for the time being in force, of money for the purchase of, or subscription for fully paid shares in the Company or its holding company, being a purchase or subscription by trustees of, or for shares to be held by or for the benefit of employees of the Company, including any Director holding a salaried office or employment in the Company; or
 - (ii) the making by the Company of loans, within the limit laid down in Sub-Section (3)(c) of Section 67 of the Act, to persons (other than Directors or Key Managerial Personnel) bonafide in the employment of the Company, with a view to enabling those persons to purchase or subscribe for fully paid shares in the Company or its holding Company to be held by themselves by way of beneficial ownership.
- (c) No loan made to any person in pursuance of clause (b) of the foregoing proviso shall exceed in amount, his salary or wages at that time for a period of six months.
- (d) Nothing in this Article shall affect the right of the Company to redeem any shares issued under this Act or under any previous Company Law.

5. Notwithstanding anything contained in the Articles, but subject to the provisions of Sections 68, 69 and 70 and other applicable provisions, if any, of the Act as amended from time to time and subject to such regulations, conditions, approvals or consents as may be laid down for the purpose, the Company shall have the power to buy-back its own securities, whether or not there is any consequent reduction of capital. If and to the extent permitted by law, the Company shall have the power to re-issue the securities so bought back.

Share Capital and Variation of Rights

6.
 - (a) The Authorised Share Capital of the Company shall be such amount and be divided into such shares as may from time to time, be provided in clause V of the Memorandum each with power to consolidate, increase, reduce, subdivide the capital for the time being and to divide the shares in the capital for the time being into several classes and to attach thereto respectively such preferential, cumulative, convertible, preference, guaranteed, qualified or special rights, privileges or conditions as may be determined by or in accordance with the Articles of Association of the Company and to vary, alter, modify, amalgamate or abrogate any such rights, privileges or conditions in such a manner as may for the time being be provided for by the Articles of Association of the Company or by the law in force for the time being.
 - (b) Subject to the rights of the holders of any other shares entitled by the terms of issue to preferential repayment over the equity shares in the event of winding up of the Company, the holders of the equity shares shall be entitled to be repaid the amounts of capital paid up or credited as paid up on such equity shares and all surplus assets thereafter shall belong to the holders of the equity shares in proportion to the amount paid up or credited as paid-up on such equity shares respectively at the commencement of the winding up.
 - (c) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of Section 48 of the Act, and whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.

Increase of Capital

7. The Company may from time to time in general meeting increase its share capital by the issue of new shares of such amounts as it thinks expedient.

On what Conditions the New Shares may be Issued

- (a). Subject to the provisions of Section 43 to 47, 55 and 62 of the Act, the new shares shall be issued upon such terms and conditions and with such rights and privileges annexed thereto by the general meeting creating the same as shall be directed and if no direction be given then as the Directors shall determine and in particular such shares may be issued subject to the provisions of the said Sections with a preferential or qualified right to dividends and in distribution of assets of the Company and, subject to the provisions of Companies Act, with special right of voting and, subject to provisions of Section 55 of the Act, any preference shares may be issued on the terms that they are or at the option of the Company are liable to be redeemed.

Further Issue of Capital

- (b) Where at any time it is proposed to increase the subscribed capital of the Company by allotment of further shares, whether out of unissued share capital or out of the increased share capital.
 - (i) such further shares shall be offered to the person who at the date of offer, are holders of the equity shares of the Company, in proportion as nearly as circumstances admit, to the capital paid up on those shares at that date.
 - (ii) the offer aforesaid shall be made by a notice specifying the number of shares offered and limiting a time not being less than 15 days and not exceeding 30 days from the date of the offer within which the offer, if not accepted, will be deemed to have been declined.
 - (iii) The offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favor of any other person and the notice shall contain a statement of this right.
 - (iv) After the expiry of the time specified in notice aforesaid or on receipt of earlier intimation from the person to whom such notice is given that he declines to accept the shares offered, the Board may dispose of them in such manner as they think most beneficial to the Company and members.
 - (v) Notwithstanding anything contained in the preceding sub-clause, the Company may:
 - (a) by a special resolution offer further shares to any person or persons, and such person or persons may or may not include the person/s who at the date of the offer, are the holders of the equity shares of the Company or to employees of the Company under the Scheme of employees' stock option; or

- (b) Notwithstanding anything contained in sub-clause (a) above, but subject, however, to section 62(3) of the Act, the Company may increase its subscribed capital on exercise of an option attached to the debentures issued or loans raised by the Company to convert such debentures or loans into shares, or to subscribe for shares in the Company.

Directors may Allot Shares otherwise than for cash

- (c) 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 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 in cash, and if so issued, shall be deemed to be fully paid up or partly paid up shares as the case may be.

Same as Original Capital

- (d) Except so far as otherwise provided by the conditions of issue or by these presents any capital raised by the creation of new shares shall be considered as part of the original capital and shall be subject to the provisions herein contained with reference to the payment of calls, installments, transfers, transmission, forfeiture, lien, surrender voting and otherwise.

Power to Issue Redeemable Preference Shares

- 8. (a) Subject to the provisions of Section 55 of the Act, the Company may issue preference shares which are or at the option of the Company are to be liable to be redeemed:

Provided that :

- (i) No such shares shall be redeemed except out of the profits of the Company which would otherwise be available for dividend or out of the proceeds of a fresh issue of shares made for the purpose of redemption;
 - (ii) no such shares shall be redeemed unless they are fully paid;
 - (iii) the premium, if any, payable on redemption shall have been provided for out of the profits of the company or out of the Company's securities premium account before the shares are redeemed;
 - (iv) where any such shares are redeemed otherwise than out of the proceeds of a fresh issue, there shall, out of profits which would otherwise have been available for dividend, be transferred to a reserve fund, to be called "the Capital Redemption Reserve Account", a sum equal to the nominal amount of the shares redeemed; and the provisions of the Act relating to the reduction of the share capital of the Company shall, except as provided in Section 55 of the Act, apply as if the capital redemption reserve account were paid up share capital of the Company.
- (b) Subject to the provisions of Section 55 of the Act and subject to the provisions on which any shares may have been issued, the redemption of preference shares may be effected on such terms and in such manner as may be provided in these Articles or by the terms and conditions of their issue and subject thereto in such manner as the Directors may think fit.
 - (c) The redemption of preference shares under these provisions by the Company shall not be taken as reducing the amount of its authorized share capital.
 - (d) Where in pursuance of this Article, the Company has redeemed or is about to redeem any preference shares, it shall have power to issue shares up to the nominal amount of the shares redeemed or to be redeemed as if those shares had never been issued; and accordingly, the share capital of the Company shall not, for the purpose of calculating the fees payable under Section 403 of the Act, be deemed to be increased by the issue of shares in pursuance of this clause.

Provided that where new shares are issued before the redemption of the old shares, the new shares shall not so far as relate to stamp duty be deemed to have been issued in pursuance of this clause unless the old shares are redeemed within one month after the issue of the new shares.

- (e) The Capital Redemption Reserve Account may, notwithstanding anything in this Article, be applied by the Company, in paying up unissued shares of the Company to be issued to members of the

Company as fully paid bonus shares.

9. **Provision in Case of Redemption of Preference Shares**

The Company shall be at liberty at any time, either at one time or from time to time as the Company shall think fit, by giving not less than six months' previous notice in writing to the holders of the preference shares to redeem at par the whole or part of the preference shares for the time being outstanding by payment of the nominal amount thereof with dividend calculated up to the date or dates notified for payment (and for this purpose the dividend shall be deemed to accrue and due from day to day) and in case of redemption of part of the preference shares the following provisions shall take effect :

- (a) The shares to be redeemed shall be determined by drawing of lots which the company shall cause to be made at its registered office or at such other place as the Directors may decide, in the presence of one Director at least; and
- (b) Forthwith after every such drawing, the Company shall notify to the shareholder whose shares have been drawn for redemption its intention to redeem such shares by payment at the registered office of the Company or at such other place as the directors may decide at the time and on the date to be named against surrender of the Certificates in respect of the Shares to be redeemed and at the time and date so notified each such shareholder shall be bound to surrender and thereupon the Company shall pay the amount payable to such shareholders in respect of such redemption. The Shares to be redeemed shall cease to carry dividend from the date named for payment as aforesaid. Where any such certificate comprises any shares, which have not been drawn for redemption, the Company shall issue to the holder thereof a fresh certificate therefore.
- (c) Subject to the provisions of the Articles, the Company shall be entitled to create and issue further Preference Shares ranking in all or any respects *pari passu* with the preference shares then outstanding. PROVIDED in the event of its creating and/or issuing further preference shares ranking *pari passu* with the Preference Shares then outstanding the Company would do so only with the consent of the holders of not less than three-fourths of the preference shares then outstanding.
- (d) The Redeemable Preference Shares shall not confer upon the holders thereof the right to vote either in person or by proxy at any general meeting of the Company save to the extent and in the manner provided by Section 47 of the Act.
- (e) The rights, privileges and conditions for the time being attached to the Redeemable Preference Shares may be varied, modified or abrogated in accordance with the provisions of these Articles and of the Act.

Convertible Preference Shares

10. Subject to the provisions of the Act and the guidelines issued by the Central Government from time to time under the Provisions of the Act, the Company may issue Convertible Preference Shares (CPS) in such manner as the Board of Directors of the Company may decide and specifically provide for:

- (i) the Quantum of issue;
- (ii) the terms of the issue with particular reference to the conversion of CPS into the equity shares of the company;
- (iii) the rate of cumulative preferential dividend payable on CPS, the voting rights to be attached to CPS and any other terms and conditions which may be attached to the issue of CPS as permissible in law

Reduction of Capital

11. The Company may from time to time by special resolution, subject to confirmation by the Court or Tribunal as applicable and subject to the provision of Sections 52, 55 and 66 of the Act at the relevant time reduce its share capital and any Capital Redemption Reserve Account or Premium Account in any manner for the time being authorized by law in particular without prejudice to the generality of

the power may be:

- (a) extinguishing or reducing the liability on any of its shares in respect of shares capital not paid up;
- (b) either with or without extinguishing or reducing liability on any of its shares, cancel paid up share capital which is lost or is unrepresented by available assets; or
- (c) either with or without extinguishing or reducing liability on any of its shares, pay off any paid-up share capital which is in excess of the wants of the Company; and may, if and so far as is necessary, alter its Memorandum, by reducing the amount of its share capital and of its shares accordingly.

Division, Sub-division, consolidation, Conversion and Cancellation of Shares

12. Subject to the provisions of Section 61 of the Act, the Company in general meeting may alter the conditions of its Memorandum as follows, that is to say, it may:

- (a) increase its authorized share capital by such amount as it think expeditiously;
- (b) consolidate and divide all or any of its Share Capital into shares of larger amount than its existing shares. Provided that no consolidation and division which results in changes in the voting percentage of shareholders shall have effect unless it is approved by the Court or Tribunal as applicable
- (c) sub-divide its shares or any of them into shares of smaller amount than originally fixed by the Memorandum subject nevertheless to the provisions of the Act in that behalf and so however that in the sub-division the proportion between the amount paid and the amount, if any unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived; and so that as between the holders of the shares resulting from such sub-division one or more of such shares may, subject to the provisions of the sub-division one or more of such shares may, subject to the provisions of the Act, be given any preference or advantage over the others or any other such shares;
- (d) convert, all or any of its fully paid up shares into stock, and re-convert that stock into fully paid up shares of any denomination;
- (e) cancel, shares which at the date of passing of the resolution have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

Modification of Rights

13. If at any time the share capital, by reason of the issue of Preference Shares or otherwise, is divided into different classes of shares, all or any of the rights and privileges attached to any class (unless otherwise provided by the terms of issue of the share of that class) may, subject to the provisions of Section Sections 106 and 107 of the Companies Act, 1956 or Section 48 of the Act (as applicable) and whether or not the Company is being wound up, be varied, modified, commuted, affected or abrogated with the consent in writing of the holders of three-fourth in nominal value of the issued shares of that class or with the sanction of a Special Resolution passed at separate general meeting of the holders of the shares of that class. This Article shall not derogate from any power which the Company would have if this Article were omitted. The Provisions of these Articles relating to general meeting shall *mutates mutandis* apply to every such separate meeting but so that if at any adjourned meeting of such holders a quorum as defined in Article 101 is not present, those persons who are present shall be the quorum.

- 14.

CONVERSION OF SHARES INTO STOCK

The Board may, pursuant to Section 61 of Act, with the sanction of a General Meeting, convert any paid up share into stock and when any shares shall have been converted into stock, the several holders of such stock may henceforth, transfer their respective interests therein or any part of such interest in the same manner as and subject to the same regulations, under which fully paid up share in the capital

of the Company may be transferred or as near thereto as circumstances will admit, but the Board may, from time to time if it thinks fit, fix the minimum amount of stock transferable and restrict or forbid the transfer of fractions of that minimum, power nevertheless at their discretion to waive such rules in any particular case. Notice of such conversion of shares into stock or reconversion of stock into shares shall be filed with the Registrar of Companies as provided in the said Act.

15.

RIGHTS OF STOCK-HOLDERS

The stock shall confer on the holders thereof respectively the same privileges and advantages, as regards participation in profits and voting at meetings of the Company and for other purposes, as would have been conferred by shares of equal amount in the capital of the Company of the same class as the shares from which such stock was converted but no such privileges or advantages, except the participation in profits of the Company or in the assets of the Company on a winding up, shall be conferred by any such equivalent part of, consolidated stock as would not, if existing in shares, have conferred such privileges or advantages. No such conversion shall affect or prejudice any preference or other special holders of the share and authenticated by such evidence (if any) as the provisions herein contained shall, so far as circumstances will admit, apply to stock as well as to shares and the words "share" and "shareholder" in these presents shall include "stock" and "stock-holder".

SHARES AND CERTIFICATES

Issue of Further Shares not to Affect Right of Existing Shareholders

16.

The right or privileges conferred upon the holders of the shares of any class issued with preference or other rights, shall not unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied or modified or affected by the creation or issue of further shares ranking *pari passu* therewith.

Provisions of Section 43, 45, 46 and 47 of the Act to apply

17.

The provisions of Section 43, 45, 46 and 47 of the Act in so far as the same may, be applicable shall be observed by the Company.

Register of Members and Debenture holders

18.

- (a) The Company shall cause to be kept a Register of Members and an Index of Members in accordance with Section 88 of the Act and Register and Index of Debenture holders in accordance with Section 88 of the Act. The Company may also keep foreign Register of Members and Debenture holders in accordance with Section 88 of the Act.
- (b) The Company shall also comply with the provisions of Sections 92 of the Act as to filing of Annual Returns.
- (c) The Company shall duly comply with the provisions of Section 94 of the Act with regards to keeping of the Registers, indexes, copies of Annual Returns and giving inspections thereof and furnishing copies thereof.

Commencement of Business

19.

The Company shall comply with the provisions of Section 11 of the Act.

Restriction on Allotment

20.

The Board shall observe the restriction as to allotment of shares to the public contained in Section 39 of the Act shall cause to be made the return as to allotment provided for in Section 39 of the Act.

Shares to be Numbered Progressively and no share to be subdivided

21.

The shares in the capital shall be numbered progressively accordingly to the several denominations and except in the manner herein before mentioned no share shall be subdivided. Every forfeited or surrendered share shall continue to bear the number by which the same was originally distinguished.

22. **Dematerialised Shares**
Notwithstanding anything contained herein, in the case of transfer of shares or other marketable securities where the Company has not issued any Certificates and where such shares or other marketable securities are being held in an electronic and fungible form, the provisions of the Depositories Act, 1996 shall apply. Further, the provisions relating to progressive numbering shall not apply to the shares of the Company which have been dematerialised.
23. **Shares at the Disposal of the Directors**
Subject to the provisions of Section 62 of the Act and these Articles the shares in the Capital of the Company for the time being shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons. In such proportion and on such terms and conditions and either at a premium or at par or (subject to compliance with the provisions of Section 53 of the Act) at a discount and at such time as they may from time think fit and with the sanction of the Company in General Meeting to give to any person the option to all for any shares either at par or at a premium during such time and for such consideration as the Directors may think, fit, and may issue and allot shares in the Capital of the Company on payment in full or part for any property sold and transferred or for services rendered to the Company in the conduct of its business, and any shares which may be allotted may be issued as fully paid up shares and if so issued, shall be deemed to be fully paid shares.
24. **Every Shares Transferable etc.**
(i) The shares or other interest of any member in the Company shall be movable property, transferable in the manner provided by these Articles.
(ii) Each share in the Company shall be distinguished by its appropriate number.
(iii) A Certificate under the Common Seal of the Company, specifying any shares held by any member shall be, *prima facie*, evidence of the title of the member of such shares.
25. **Application of Premium Received on Issue of Shares**
(a) Where the Company issues shares at a premium, whether for cash or otherwise, a sum equal to the aggregate amount of value of the premium on these shares shall be transferred to an account to be called "the securities premium account", and the provisions of the Act relating to the reduction of the Share Capital of the Company shall except as provided in this Article, apply as if the securities premium account were paid up share capital of the Company.
(b) The securities premium account may, notwithstanding, anything in clause (a) above, be applied by the Company:
(i) In paying up unissued shares of the Company to be issued to members of the Company as fully paid bonus shares;
(ii) In writing off the preliminary expenses of the Company;
(iii) In writing off the expenses of, or the commission paid or discount allowed on, any issue of shares or debentures of the Company; or
(iv) In providing for the premium payable on the redemption of any redeemable preference shares or any debentures of the Company;
(v) For the purchase of its own shares or other securities as provided under Section 68 of the Act.
26. **Sale of Fractional Shares**
(i) If and wherever, as the result of issue of new or further shares or any consolidation or sub-division of shares, any shares are held by members in fractions, the Directors shall, subject to the provisions of the Act and these Articles if any, sell those shares, which members hold in fractions, for the best price reasonably obtainable and shall pay and distribute to and amongst to members entitled to such shares in due proportion, the net proceeds of the sale thereof. For the purpose of giving effect to any such sale the Directors may authorize any person to transfer the shares sold to the purchaser thereof, comprised in any such transfer and he shall not be bound to see the applications of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

(ii) The Board shall have power to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions.

Acceptance of Shares

27. An application signed by or on behalf of an applicant for shares in the Company, followed by an allotment of any shares therein shall be an acceptance of shares within the meaning of these Articles and every person who thus or otherwise accepts any shares and whose names is on the Register of Members shall for the purpose of these Articles be a member. The Directors shall comply with the provisions of Section 39 and 40 of the Act in so far as they are applicable.

Deposits and Calls etc. to be a Debt Payable immediately

28. The money (if any) which the Board shall, on the allotment of any shares being made by them, require or direct to be paid by way of deposit, call or otherwise in respect of any shares allotted by them, immediately, on the insertion of the name of the holder of such shares, become a debt, due to and recoverable by the Company from the Allottee thereof, and shall be paid by him accordingly.

Company not Bound to Recognize any Interest in Shares other than of Registered Holder

29. Save as herein provided, the Company shall be entitled to treat the person whose name appears on the Register of Members as the holder of any share as the absolute owner thereof, and accordingly shall not (except as ordered by a Court of competent jurisdiction or as by law required) be bound to recognize any benami, or partial or other claim or claims or right to or interest in such share on the part of any other person whether or not it shall have express or implied notice thereof and the provision of Section 88 of the Act shall apply.

Declarations of Person Not Holding Interest in Shares

30. When any declaration is filed with the Company under the provisions of Section 89 of the Act by any holder of shares who does not hold beneficial interest in such shares specifying the particulars of the person holding beneficial interest in such shares or by a person who holds beneficial interest in any shares of the Company but is not the registered holder thereof, the Company shall make a note of such declaration in its register of members and file, within 30 days from the date of receipt of the declaration by it, a return with the registrar with regard to such declaration.

Issue of Certificates of Shares to be Governed by Section 46 of the Act etc.

31. (a) The issue of certificates of shares or of duplicate or renewal of certificates of shares and/or advices/certificates issued upon sub-division, split, consolidation and exchanges shall be governed by the provisions of Section 46 and other provisions of the Act, as may be applicable and by the Rules or notifications or orders, if any, which may be prescribed or made by competent authority under the Act or Rules or the as well as the Listing Regulations, as may be applicable or any other law. The Directors may also comply with the provisions of such rules or regulations of any stock exchange where the shares of the Company may be listed from the time being.
- (b) The Certificate of title of shares shall be issued under the Seal of the Company and shall be signed by such Directors or Officers or other authorized persons as may be prescribed by Rules made under the Act from time to time and subject thereto shall be signed in such manner and by such persons as the Directors may determine from time to time.
- (c) The Company shall comply with all rules and regulations and other directions which may be made by any competent authority under Section 46 of the Act and the Listing Regulations.

Limitation of Time of Issue of Certificate

32. (a) Every member shall be entitled, without payment, to one Certificate for all the shares of each class or denomination registered in his name, or after payment of such fees as the Board may approve, to several certificates, each for one or more of such shares and the Company shall complete and deliver such Certificates within the time provided by Section 56 of the Act or the Listing Regulations, as may be applicable, unless the conditions of issue thereof otherwise provide. Every Certificate of shares shall be under the Seal of the Company and shall specify the number and distinctive numbers of the shares in respect of which it is issued and the amount paid up thereon and shall be in such form as the

Directors shall prescribe or approve provided that in respect of a 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.

- (b) The Company may not entertain any application for split of share/debenture certificate for less than 100 shares/debentures (all relating to the same series) or marketable lots whichever is lower.
- (c) Notwithstanding anything contained in Clause (a) above the Directors shall, however, comply with such requirements of the Stock Exchange where shares of the Company may be listed or such requirements of any rules made under the Act or such requirements of the Securities Contracts (Regulation) Act, 1956 as may be applicable.

Issue of new Certificates in Place of one defaced Lost or Destroyed

33. If any certificate be worn out, defaced, mutilated or torn if there be no, further space on the back thereof 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 be lost or destroyed then upon proof thereof to the satisfaction of the Company and on; execution of such indemnity as the Company deem adequate, being given, a new Certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate. Every Certificate under this Article shall be issued without payment of fees. Out of pocket expenses incurred by the Company in investigating the evidence as to the loss or destruction shall be paid to the Company if demanded by the directors.

Provided that notwithstanding what is stated above the directors shall comply with such Rules or Regulation or requirements of any stock Exchange including the Listing Regulations or the Rules made under the Act or the Rules made under Securities Contracts (Regulation) Act, 1956 or any other Act, on Rules applicable in this behalf.

The provisions of the Article under this heading shall *mutatis mutandis* apply to debentures of the Company.

34. Unclaimed Securities

The Company shall comply with the provisions of the Listing Regulations while dealing with securities that remain unclaimed and the corporate benefits attached thereto. The Company shall maintain appropriate unclaimed suspense accounts and demat suspense accounts, as may be required to hold unclaimed securities on behalf of allottees and issue such reminders to the allottees as may be required under the Listing Regulations. However, shares in respect of which unpaid or unclaimed dividend has been transferred to the account of the Company in terms of Section 124(5) of the Act shall also be transferred to the Company as per the provisions of Section 124(6) of the Act.

UNDERWRITING COMMISSION AND BROKERAGE

Power to pay Certain Commission and Prohibition of Payment of All Other Commission, Discounts etc.

35. (A). The company may pay commission to any person in connection with the subscription or procurement of subscription to its securities, whether absolute or conditional, subject to the following conditions, namely: -
- (a) the payment of such commission shall be authorized in the company's articles of association;
 - (b) the commission may be paid out of proceeds of the issue or the profit of the company or both;
 - (c) the rate of commission paid or agreed to be paid shall not exceed, in case of shares, five percent of the price at which the shares are issued or a rate authorised by the articles, whichever is less, and in case of debentures, shall not exceed two and a half per cent of the price at which the debentures are issued, or as specified in the company's articles, whichever is less;
 - (d) the prospectus of the company shall disclose—
 - (i) the name of the underwriters;
 - (ii) the rate and amount of the commission payable to the underwriter; and

- (iii) the number of securities which is to be underwritten or subscribed by the underwriter absolutely or conditionally. Lieu of Prospectus and filed before the payment of the commission with the Registrar and where a circular or notice not being a prospectus inviting subscription for the shares or debentures is issued is also disclosed in that circular or notice;
 - (e) there shall not be paid commission to any underwriter on securities which are not offered to the public for subscription;
- (B) Save as aforesaid and save as provided in Section 53 of the Act, the Company shall not allot any of its shares or debentures or apply any of its moneys, either directly or indirectly, in payment of any commission, discount or allowance, to any person in consideration of:
 - (i) his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any shares in, or debentures of the Company or;
 - (ii) his procuring or agreeing to procure subscriptions, whether absolutely or conditionally, for any shares in, or debentures of the Company whether the shares, debentures or money be so allotted or applied by, being added to the purchase money of any property acquired by the Company or to the contract price of any work to be executed for the Company, or the money be paid by as the nominal purchase money or contract price, or otherwise.
- (C) Nothing in this Article shall affect the power of the Company to pay such brokerage as it has hereto before been lawful for the Company to pay.
- (D) The commission may be paid or satisfied (subject to the provisions of the Act and these articles) in cash, or in shares, debentures or debenture-stocks of the Company.

CALLS

Directors May Make Calls

36. The Directors may from time to time and subject to Section 49 of the Act and subject to the terms on which any shares/debentures may have been issued and subject to the conditions of allotment, by a resolution passed at a meeting of the Board (and not by circular resolution) make such calls as they think fit upon the members/debenture-holders in respect of all moneys unpaid on the shares/debenture held by them respectively and each member/debenture holder shall pay the amount of every call so made on him to the persons and at the times and places appointed by the Directors. A call may be made payable by installments as may be decided by the Board. A call may be postponed revoked as the Board may determine.

Calls To Date From Resolution

37. A call shall be deemed to have been made at the time when the resolution of the Directors authorizing such call was passed and may be made payable by members/debenture-holders on a subsequent date to be specified by the Directors.

Notice of Call

38. 15 (fifteen) days' notice in writing shall be given by the Company of every call made payable otherwise than on allotment specifying the time and place of payment provided that before the time of payment of such call, the Directors may by notice in writing to the members/debenture-holders to revoke the same.

Directors may Extend Time

39. The Directors may, from time to time, at their discretion, extend the time fixed for the payment of any call, and may extend such time as to all or any of the members/debenture-holders who on account of residence at a distance or other cause, the Directors may deem fairly entitled to such extension, but no member/debenture holder shall be entitled to such extension, save as a matter of grace and favor.

Sums Deemed to be Calls

40. Any sum, which by the terms of issue of a share/debenture becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share/debenture or by way of premium, shall for the purpose of these Articles be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable, and in case of non-payment, 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.

Installments on Shares to be Duty Paid

41. If by the condition of allotment of any shares the whole or part of the amount of issue price thereof shall be payable by installments, every such installment shall, when due, be paid to the Company by the person who, for the time being and from time, shall be the registered holder of the share or his legal representative.

Calls on Shares of the Same Class to be made on Uniform Basis

42. Where any calls for further Share Capital are made on shares, such calls shall be made on a uniform basis on all shares falling under the same class.

Explanation: For the purpose of this provision, shares of the same nominal value on which different amounts have been paid up shall not be deemed to fall under the same class.

Liability of Joint Holders of Shares

43. The joint holders of a share shall be severally as well as jointly liable for the payment of all installments and calls due in respect of such shares.

When Interest on Call or Installment Payable

44. If the sum payable in respect of any call or installment be not paid on or before the day appointed for payment thereof or any such extension thereof, the holder for the time being or allottee of the share in respect of which a call shall have been made or the installment shall be due, shall pay interest at ten per cent per annum or at such lower rate as shall be fixed by the Board from the day appointed for the payment thereof or any such extension thereof to the time of actual payment but the Directors may waive payment of such interest wholly or in part.

Partial Payment not to Preclude forfeiture

45. Neither a judgment nor a decree in favor 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 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 any such payment preclude the forfeiture of such shares as herein provided.

Proof on Trial of Suit for Money due on Shares

46. On the trial or hearing of any action or suit brought by the Company against any member or his legal representative for the recovery of any money claimed to be due to the Company in respect of any shares it shall be sufficient to prove that the name of the member in respect of whose shares the money is sought to be recovered appears in the Register of Members as the holder or one of the holders, at or subsequent to the date at which the money is sought to be recovered is alleged to have become due, of the shares in respect of which such money is sought to be recovered and that the resolution making the call is duly recorded in the Minutes Book; and that the notice of such call was duly given to the member or his representatives, sued in pursuance of these presents; and it shall not be necessary to prove the appointment of the Directors who made such calls nor that a quorum of directors was present at the Board at which any call was made, nor that the meeting of which any call was made was duly convened or constituted nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.

Payment in Anticipation of Calls May Carry Interest

47. (a) The Directors may, if they think fit, subject to the provisions of Section 50 of the Act, agree to and

receive from any member willing to advance the same whole or any part of the money due upon the shares held by him, beyond the sums actually called for, and upon the amount so paid or satisfied in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate not exceeding, unless the company in general meeting shall otherwise direct, twelve per cent per annum, to the member paying such sum in advance and the directors agree upon provided that money paid in advance of calls shall not confer a right to participate in profits or dividends . The Directors may at any time repay the amount so advanced.

- (b) The member shall not however be entitled to any voting rights in respect of the moneys so paid by him until the same would but for such payment, become presently payable.

The provision of these Articles shall apply *mutatis mutandis* to the calls on debenture of the Company.

LIEN

Company's Lien on Shares/Debentures

- 48. The Company shall have a first and paramount lien upon all the shares and/or debentures (other than fully paid-up shares and/or debentures) registered in the name of each Member and/or debenture holder (whether held singly or jointly with others) in respect of all moneys called or payable at a fixed time in respect of such shares whether the time for payment thereof shall have actually arrived or not and shall extend to all dividends, interest right and bonuses from time to time declared in respect of such shares and/or debentures. The registration of transfer of shares and/or debentures shall not operate as a waiver of the Company's lien, if any, on such shares and/or debentures, unless otherwise agreed by the Board. The Directors may at any time declare any share and/or debenture wholly or in part exempt from the provisions of this Article.

As to Enforcing Lien by sale

- 49. For the purpose of enforcing such lien, the Board may sell the shares/debentures subject thereto in such manner as they shall think fit, and for that purpose may cause to be issued a duplicate certificate in respect of such shares and/or debenture and may authorize one of their members or appoint any officer or Agent to execute a transfer thereof on behalf of and in the name of such member/debenture holder. No sale shall be made until such period, as may be stipulated by the Board from time to time, and until notice in writing of the intention to sell shall have been served on such member and/or debenture holder or his legal representatives and default shall have been made by him or them in payment, fulfillment, or discharge of such debts, liabilities or engagements for fourteen days after such notice.

Application of Proceeds of Sale

- 50.
 - (a) The net proceeds of any such sale shall be received by the Company and applied in or towards payment of such part of the amount in respect of which the lien exists as is presently payable and 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 persons entitled to the shares and/or debentures at the date of the sale.
 - (b) The Company shall be entitled to treat the registered holder of any share or debenture as the absolute owner thereof and accordingly shall not (except as ordered by a court of competent jurisdiction or by statute or Applicable Law required) be bound to recognize equitable or other claim to, or equitable, contingent, future or partial interest in, such shares (including the fractional part of a shares) or debentures on the part of any other person. The Company's lien shall prevail notwithstanding that it has received notice of any such claims.

FORFEITURE

If Call or Installment Not Paid Notice must be given

- 51.
 - (a) If any member or debenture holder fails to pay the whole or any part of any call or installment or any money due in respect of any share or debentures either by way of principal or interest on or before the day appointed for the payment of the same or any such extension thereof as aforesaid, the Directors may at any time thereafter, during such time as the call or any installment or any part thereof or other

moneys remain unpaid or a judgement or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on such member or debenture holder or on the person (if any) entitled to the share by transmission requiring him to pay such call or installment or such part thereof or other moneys as remain unpaid together with any interest that may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.

- (b) The notice shall name a day not being less than fourteen days from the date of the services of the notice and a place or places, on and which such call, or installment or such part or other moneys as aforesaid and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment of call amount with interest at or before the time and at the place appointed, the shares or debentures in respect of which the call was made or installment or such part or other moneys is or are payable will be liable to be forfeited. 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 Shares or Debentures to be Forfeited

52. If the requirements of any such notice as aforesaid are not complied with any share/debenture in respect of which such notice has been given, may at any time thereafter before payment of all calls or installments, interest and expenses or other moneys due in respect thereof, be forfeited by a resolution of the Directors to that effect. Neither the receipt by the Company of a portion of any money which shall from time to time be due from any member of the Company in respect of his shares, either by way of principal or interest, nor any indulgence granted by the Company. In respect of the payment of any such money, shall preclude, the Company from thereafter proceeding to enforce a forfeiture of such shares as herein provided. Such forfeiture shall include all dividends declared or interest paid or any other moneys payable in respect of the forfeited shares or debentures and not actually paid before the forfeiture.

Entry of Forfeiture in Register of Member/Debenture holders

53. When any shares / debentures shall have been so forfeited, notice of the forfeiture shall be given to the member or debenture holder in whose name it stood immediately prior to the forfeiture and any entry of the forfeiture with the date thereof, shall forthwith be made in the Register of members of debenture holders but no forfeiture shall be invalidated by any omission or neglect or any failure to give such notice or make such entry as aforesaid.

Forfeited Share/Debenture to be Property of Company and may be sold

54. Any share or debenture so forfeited shall be deemed to be the property of the Company, and may be sold, re-allotted or otherwise disposed of either to the original holder or to any other person upon such terms and in such manner as the Directors shall think fit.

Power to Annul Forfeiture

55. The Directors may, at any time, before any shares or debentures so forfeited shall have been sold, re-allotted or otherwise disposed of, annul forfeiture thereof upon such conditions as they think fit.

56. **Shareholders or Debenture Holders Still Liable to pay Money Owed, at Time of Forfeiture and Interest.**

Any member or debenture holder whose shares or debentures have been forfeited shall, notwithstanding the forfeiture, be liable to pay and shall forthwith pay to the Company, all calls, installments, Interest, expenses and other money owing upon or in respect of such shares or debentures at the time of the forfeiture together with interest thereon from the time of the forfeiture until payment at such rate as the Directors may determine, and the Directors may enforce the payment of the whole or a portion thereof, if they think fit, but shall not be under any obligation to do so. The liability of the member or debenture holder shall cease if and when the Company receives payment in full of all such monies in respect of the shares or debentures.

Effect of Forfeiture

57. The forfeiture of a share or a debenture 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 or debenture and all other

rights incidental to the share or debenture, except only such of these rights as by these Articles are expressly saved.

Declaration of Forfeiture

58. A Declaration in writing under the hand of one Director, the manager or the Secretary, of the company, that the call in respect of a share or debenture was made and notice thereof given and that default in payment of the call was made and that a share or debenture 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 shall be conclusive evidence of the facts stated therein as against all persons entitled to such share or debenture.

Validity of Sales under Article 49 and 54

59. Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers here in above given, the Directors may, if necessary, appoint some person to execute an instrument of transfer of the shares or debentures sold and cause the purchaser's name to be entered in the Register of members or Register of debenture holders in respect of the shares or debentures sold, and the purchaser shall not be bound to see to the regularity of the proceedings, or to the application of the purchase money and after his name has been entered in the Register of member or debenture holders in respect of such shares or debenture the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be for damages only and against the Company exclusively.

Cancellation of Share/Debenture Certificate in Respect of Forfeited Shares/Debentures

60. Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate/s originally issued in respect of the relative shares or debentures shall (unless the same shall on demand by the relative shares or debentures surrendered to it by the defaulting member or debenture holder) stand cancelled and become null and void and be of no effect, and the directors shall be entitled to issue a duplicate certificate/s in respect of the said share or debentures to the person/s entitled thereto.

Title of Purchaser and Allottee of Forfeited Shares/Debentures

61. The Company may receive the consideration, if any, given for the share or debenture on any sale, re-allotment or other disposition thereof, and the person to whom such share or debenture is sold, re-allotted or disposed of may be registered as the holder of the share or debenture and shall not be bound to see to the application of the consideration, if any, nor shall his title to the share or debenture be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or other disposal of the share or debenture.

Surrender of Shares or Debenture

62. The Directors may, subject to the provisions of the Act, accept a surrender of any share or debenture from or by any member or debenture holder desirous of surrendering them on such terms as they think fit.

TRANSFER AND TRANSMISSION OF SHARES AND DEBENTURES

Register of Share Transfer

63. The Company shall keep a book to be called the "Register of Transfers" and therein shall be fairly and distinctly entered the particulars of every transfer or transmission of any share.

Form of Transfer

64. The Instrument of transfer shall be in writing and all the provisions of Section 56 of the Act, shall be duly complied with in respect of all transfer of shares and registration thereof.

Instrument of Transfer to be Executed by Transferor and Transferee

65. Every such instrument of transfer shall be signed both by the Transferor and transferee and the transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the Register of members in respect thereof.

Directors may Refuse to Register Transfer.

66. (a) Subject to the provision of Section 58 of the Act and subject to the provisions of Securities Contract (Regulations) Act, 1956 and the rules and regulations made there under, the Directors may, at their own absolute and uncontrolled discretion, decline by giving reasons to register or acknowledge any transfer of shares whether fully paid or not and the right of refusal, shall not be affected by the circumstances that the proposed transferee is already a member of the Company but in such cases Directors shall within 15 days 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 a 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 the shares. Moreover, the Directors shall not register a transfer if any statutory prohibition or order prohibits a transfer or when a transferor objects to the transfer. In the event the Company does not effect transfer of securities within the stipulated 15 days or fails to communicate the refusal of the transfer/valid objection to the transfer within 15 days to the transferee, the Company shall compensate the aggrieved party for the opportunity losses caused during the period of delay as specified under the Listing Regulations.
- (b) Nothing in Section 56 of the Act shall prejudice this power to refuse to register the transfer of, or the transmission by operation of law of the rights to, any shares or interest of a member in, or debentures of the Company.

Transfer of Share

67. (a) An application of registration of the transfer of shares may be made either by the transferor or the transferee provided that where such application is made by the transferor, no registration shall in the case of partly paid shares be effected unless the Company gives notice of the application to the transferee and subject to the provisions of Clause (a) of this Article, the Company shall unless object is made by the transferee, within two weeks from the date of receipt of the notice, enter in the Register of members the name of the transferee in the same manner and subject to the same conditions as if the application for registration was made by the transferee.
- (b) For the purpose of clause (a) above notice to the transferee shall be deemed to have been duly given if sent by prepaid registered post to the transferee at the address given in the instrument of transfer and shall be deemed to have been duly delivered at the time at which it would have been delivered to him in the ordinary course of post.
- (c) It shall not be lawful for the Company to register a transfer of any shares unless a proper instrument of transfer duly stamped and executed by or on behalf of the transferor and by or on behalf of the transferee and specifying the name, address and occupation, if any, of the transferee has been delivered to the Company along with the Certificate relating to the shares and if no such Certificate is in existence, along with the letter of allotment of shares. The Directors may also call for such other evidence as may reasonably be required to show the right of the transferor to make the transfer, provided that where it is proved to the satisfaction of the Directors of the Company that an instrument of transfer signed by the transferor and the transferee has been lost, the Company may, if the Directors think fit, on an application in writing made by the transferee and bearing the stamp required by an instrument of transfer register the transfer on such terms as to indemnity as the Directors may think fit.
- (d) Nothing in clause (c) above shall prejudice any power of the Company to register as shareholder any person to whom the right to any share has been transmitted by operation of law.
- (e) Nothing in this Article shall prejudice any power of the Company to refuse to register the transfer of any share.

Custody of Instrument of Transfer

68. The instrument of transfer shall after registration be retained by the Company and shall remain in their custody. All instruments of transfer which the Directors may decline to register; shall on demand be returned to the persons depositing the same. The Directors may cause to be destroyed all transfer deeds lying with the Company after such period as they may determine in compliance with the

applicable law.

Transfer Books and Register of Members when Closed

69. The Board shall have power on giving not less than seven days' previous notice by advertisement in some newspaper circulating in the district in which the office of the Company is situated, to close the Transfer books, the Register of members or Register of debenture holders at such time or times and for such period or periods, not exceeding thirty days at a time and not exceeding in the aggregate forty-five days in each year.

Transfer to Minors etc.

70. Only fully paid shares or debentures shall be transferred to a minor acting through his/her legal or natural guardian. Under no circumstances, shares or debentures be transferred to any insolvent or a person of unsound mind.

Title to Share of Deceased Holder

71. The executors or administrators of a deceased member (not being one or two or more joint holders) or the holder of a Succession Certificate or the legal representative of a deceased member (not being one or two or more joint holders) shall be the only persons whom the Company will be bound to recognize as having any title to the shares registered in the name of such member, and the Company shall not be bound to recognize such executors or administrators or the legal representatives unless they shall first obtained probate or Letters of Administration or a Succession Certificate, as the case may be, from a duly constituted competent court in India, provided that in any case where the Directors in their absolute discretion think fit, the Directors may dispense with the production of probate or Letters of Administration or a Succession Certificate upon such terms as to indemnity or otherwise as the Directors in their absolute discretion may think necessary and under Article 67 register the name of any person who claims to be absolutely entitled to the shares standing in the name of deceased member, as a member.

72. **Nomination by securities holders**

- (1) Any holder of securities of a company may, at any time, nominate, in Form No. SH.13, any person as his nominee in whom the securities shall vest in the event of his death.
- (2) On the receipt of the nomination form, a corresponding entry shall forthwith be made in the relevant register of securities holders, maintained under section 88.
- (3) Where the nomination is made in respect of the securities held by more than one person jointly, all joint holders shall together nominate in Form No.SH.13 any person as nominee.
- (4) The request for nomination should be recorded by the Company within a period of two months from the date of receipt of the duly filled and signed nomination form.
- (5) In the event of death of the holder of securities or where the securities are held by more than one person jointly, in the event of death of all the joint holders, the person nominated as the nominee may upon the production of such evidence as may be required by the Board, elect, either-
 - (a) to register himself as holder of the securities; or
 - (b) to transfer the securities, as the deceased holder could have done.
- (6) If the person being a nominee, so becoming entitled, elects to be registered as holder of the securities himself, he shall deliver or send to the company a notice in writing signed by him stating that he so elects and such notice shall be accompanied with the death certificate of the deceased share or debenture holder(s).
- (7) All the limitations, restrictions and provisions of the Act relating to the right to transfer and the registration of transfers of securities shall be applicable to any such notice or transfer as aforesaid as if the death of the share or debenture holder had not occurred and the notice or transfer were a transfer signed by that shareholder or debenture holder, as the case may be.
- (8) A person, being a nominee, becoming entitled to any securities by reason of the death of the holder shall be entitled to the same dividends or interests and other advantages to which he would have been entitled to if he were the registered holder of the securities except that he shall not, before being registered as a holder in respect of such securities, be entitled in respect of these securities to exercise any right conferred by the 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 securities, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends or interests, bonuses or other moneys payable in respect of the securities, as the case may be, until the requirements of

the notice have been complied with.

- (9) A nomination may be cancelled or varied by nominating any other person in place of the present nominee, by the holder of securities who has made the nomination, by giving a notice of such cancellation or variation, to the company in Form No. SH.14.
- (10) The cancellation or variation shall take effect from the date on which the notice of such variation or cancellation is received by the company.
- (11) Where the nominee is a minor, the holder of the securities, making the nomination, may appoint a person in Form No. SH. 14 specified under sub-rule (1), who shall become entitled to the securities of the company, in the event of death of the nominee during his minority.

73.

Dematerialisation of Securities

- i. The provisions of this Article shall apply notwithstanding anything to the contrary contained in any other Article of these Articles.
 - a. The Company shall be entitled to dematerialise its securities and to offer securities in a dematerialised form pursuant to the Depository Act, 1996.
 - b. Option for Investors: Every holder of or subscriber to securities of the Company shall have the option to receive security certificates or to hold the securities with a Depository. Such a person who is the beneficial owner of the Securities can at any time opt out of a Depository, if permitted, by the law, in respect of any security in the manner provided by the Depositories Act, 1996 and the Company shall, in the manner and within the time prescribed, issue to the beneficial owner the required Certificates for the Securities.

If a person opts to hold its Security with a Depository, the Company shall intimate such depository the details of allotment of the Security

- c. Securities in Depository to be in fungible form: -
 - o All Securities of the Company held by the Depository shall be dematerialised and be in fungible form.
 - o Nothing contained in Sections 88, 89, 112 & 186 of the Companies Act shall apply to a Depository in respect of the Securities of the Company held by it on behalf of the beneficial owners.
- d. Rights of Depositories & Beneficial Owners: -

Notwithstanding anything to the contrary contained in the Act a Depository shall be deemed to be the registered owner for the purpose of effecting transfer of ownership of Security of the Company on behalf of the beneficial owner.

- e. Save as otherwise provided in (d) above, the depository as the registered owner of the Securities shall not have any voting rights or any other rights in respect of the Securities held by it.
- f. Every person holding Securities of the Company and whose name is entered as the beneficial owner in the records of the depository shall be deemed to be a member of the Company. The beneficial owner of Securities shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of his Securities which are held by a depository.
- ii. Notwithstanding anything contained in the Act to the contrary, where Securities of the Company are held in a depository, the records of the beneficial ownership may be served by such depository to the Company by means of electronic mode or by delivery of floppies or discs.
- iii. Nothing contained in Section 56 of the Companies Act shall apply to a transfer of Securities effected by a transferor and transferee both of whom are entered as beneficial owners in the records of a depository.
- iv. Notwithstanding anything contained in the Act, where Securities are dealt with by a depository, the Company shall intimate the details thereof to the depository immediately on allotment of such securities.

- v. Nothing contained in the Act or these Articles regarding the necessity of having distinctive numbers for Securities issued by the Company shall apply to Securities held with a Depository.
- vi. The Company shall cause to be kept at its Registered Office or at such other place as may be decided, Register and Index of Members in accordance with Section 88 and other applicable provisions of the Companies Act and the Depositories Act, 1996 with the details of Shares held in physical and dematerialised forms in any media as may be permitted by law including in any form of electronic media.
- vii. The Register and Index of beneficial owners maintained by a depository under Section 11 of the Depositories Act, 1996, shall be deemed to be the Register and Index of Members for the purpose of this Act. The Company shall have the power to keep in any state or country outside India, a Register of Members for the residents in that state or Country.

Registration of Persons Entitled to Share Otherwise than by Transfer

74. (a) Subject to the provisions of Article 80 any person becoming entitled to any share in consequence of the death, lunacy, bankruptcy or insolvency of any member or by any lawful means other than by a transfer in accordance with these present, may with the consent of the Directors (which they shall not be under any obligation to give) upon producing such evidence that the sustains the character in respect of which he proposes to act under this Article or of such titles as the Directors shall think sufficient, either be registered himself as a member in respect of such shares or elect to have some person nominated by him and approved by the Directors registered as a member in respect of such shares. Provided nevertheless that if such person shall elect to have his nominee registered he shall testify his election by executing in favor of his nominee on instrument of transfer in accordance with the provisions herein contained and until he does so, he shall not be free from any liability in respect of such shares.
- (b) A transfer of the share or other interest in the Company of a deceased member thereof made by his legal representative shall although the legal representative is not himself a member, be as valid as if he had been a member at the time of the execution of the instrument of transfer.

Claimant to be Entitled to Same Advantage

75. The person entitled to a share by reason of the death lunacy, bankruptcy or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled as if he were registered holder of the shares 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 the meeting of the Company provided that the Board may at any time give notice requiring any such persons to elect either to be registered himself or to transfer shares and if the notice is not complied within ninety days , the Board shall thereafter withhold payment of all dividends, interests, bonuses or other moneys payable in respect of the share until the requirements of the notice have been compelled with.

Persons Entitled May Receive Dividend without being Registered as Member

76. (a) A person entitled to a share by transmission shall, subject to the rights of the Directors to retain such dividends, bonuses or moneys as hereinafter provided be entitled to receive, and may give a discharge for any dividends, bonuses or other moneys payable in respect of the share/debenture.
- (b) This Article shall not prejudice the provisions of Article of 49 and 60.

Refusal to Register Nominee

77. Subject to the provisions of Section 59 of the Act, these Articles and other applicable provisions of the Act or any other law for the time being in force, The Directors shall have the same right to refuse on legal grounds to register a person entitled by transmission to any shares or his nominee as if he were the transferee named in an ordinary transfer presented for registration. However, the Company must ensure that the transmission requests for processed within 7 days and 21 days for dematerialized and physical securities, respectively.

Directors may require Evidence of Transmission

78. Every transmission of a share shall be verified in such manner as the Directors may require, and the Company may refuse to register any such transmission until the same be so verified or until or unless an Indemnity be given to the Company with regard to such registration which the Directors at their discretion shall consider sufficient, provided nevertheless that there shall not be any obligation on the Company or the Directors to accept any indemnity.

No Fees on Transfer or Transmission

79. No fee shall be charged for registration of transfer, probate, succession Certificate and Letters of Administration, Certificate of Death or Marriage, Power of Attorney or similar other documents.

The Company not liable for Disregard of a Notice Prohibiting Registration of Transfer

80. The Company shall incur no liability, or responsibility whatsoever in consequence of its registering or giving effect to any transfer of shares made or purporting to be made by any apparent legal owner there or (as shown or appearing in the Register of members) to be prejudice or persons having or claiming any equitable right, title or interest to or in the said shares, notwithstanding that the Company may have had notice of such equitable right, title or interest or notice prohibiting registration of such transfer and may have entered such notice referred thereto in any book of the Company and the Company shall not be bound or required to regard or attend or give effect to any notice which may be given to it of any equitable right, title or interest or be under any liability whatsoever for refusing or neglecting so to do, though it may have been entered or referred to in some book of the Company, but the Company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto if the Directors shall so think fit.

Not more than Four Persons as Joint Holders

81. The Company shall be entitled to decline to register more than four persons as the holder of any shares.

The provisions of these Articles shall *mutatis mutandis* apply to the transfer or transmission by operation of law of debenture of the Company.

JOINT HOLDERS

Joint Holders

82. Where two or more persons are registered as the holders of any share /debenture, 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.

- (i) In the case of a transfer of share/ debenture held by joint holders, the transfer will be effective only if it is made by all the joint holders.
- (ii) The Joint holder of any share/debenture 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/debenture.
- (iii) 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/debenture, 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 share/debentures held by him jointly with any other person.
- (iv) Any one of such joint holders may give effectual receipts of any dividends, interest or other moneys payable in respect of such share/debenture.
- (v) Only the person whose name stands first in the Register of Members/Debenture holders as one of the joint holders of any share/debentures shall be entitled to the delivery of the certificate relating to such share/debenture or to receive notice (which expression shall be deemed to include all documents as defined in Article (2) (A) hereof and any document served on or sent to such person shall be deemed service on all the joint holders.

(vi) Any one or 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 than that one or such persons so present whose name stands first or higher (as the case may be) on the Register of Members in respect of such shares 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 joint holder present at any meeting personally shall be entitled to vote in preference to a joint-holder present by Attorney or 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.

(b) Several executors or administrators of a deceased member in whose (i.e. the deceased member's) sole name, any share stands, shall for the purpose of this clause, be deemed joint holders.

Borrowing Powers

83. Subject to the provisions of Section 73, 179, 180 of the Act and of these Articles and subject to any restriction imposed by Reserve Bank of India, Board of Directors, may from time to time at its discretion, by a resolution passed at a meeting of the Board, accept deposits from members either in advance of calls or otherwise, and generally accept deposits, raise loans or borrow or secure the payment of any sum of moneys to be borrowed together with the moneys already borrowed including acceptance of deposits apart from temporary loans obtained from the Company's Bankers in the ordinary course of business, exceeding the aggregate of the paid-up capital of the Company, its free reserves and securities premium (not being reserves set apart for any specific purpose) or up to such amount as may be approved by the shareholders from time to time the Board of Directors shall not borrow such moneys without the sanction of the Company in General Meeting. No debt incurred by the Company in excess of the limit imposed by this Article shall be paid or effectual unless the tenderor proves that he advanced the loan in good faith and without knowledge that the limit imposed by this Article had been exceeded.

Bonds, Debentures etc. to be subject to control of Directors.

84. Any bonds, debentures, debenture-stocks or other securities issued or to be issued by the Company shall be under the control of the Directors who may issue them upon such terms and conditions and in such manner and for such consideration as they shall consider to be for the benefit of the Company.

Provided that bonds, debentures, debenture-stock or other securities so issued or to be issued by the Company with the right to allotment of or conversion into shares shall not be issued except with the sanction of the Company in general meeting.

Power to issue shares at Discount

85. The Company can only issue sweat equity shares at Discount as per Section 54 of the Act.

Debentures with voting rights not to be issued

86. (a) The Company shall not issue any debentures carrying voting rights at any meeting of the Company whether generally or in respect of particular classes of business.
- (b) Certain charges mentioned in Section 77 of the Act shall be void against the liquidators or creditors unless registered as provided in Section 77 of the Act.
- (c) The term 'charge' shall include mortgage in these Articles.
- (d) A contract with the Company to take up and pay for any debentures of the Company may be enforced by a decree or specific performance.

Limitation of Time for Issue of Certificate

87. The Company shall, within six months after the allotment of any of its debentures or debenture-stock, and within one month after the application for the registration of the transfer of any such debentures

or debenture stocks have complete and deliver the Certificate of all the debentures and the Certificate of all debenture stocks allotted or transferred unless the conditions of issue of the debentures or debenture-stocks otherwise provide.

The expression 'transfer' for the purpose of this clause means a transfer duly stamped and otherwise valid and does not include any transfer which the Company is for any reason entitled to refuse to register and does not register.

Right to Obtain Copies of and Inspect Trust Deed

88. (i) A copy of any Trust Deed for securing any issue of debentures shall be forwarded to the holders of any such debentures or any member of the Company at his request and within seven days of the making thereof on payment of Rs. 10/- (Rupees Ten) for each Page of the copy of any Trust Deed.
- (ii) The Trust Deed referred to in item (i) above also be open to inspection by any member or debenture holder of the Company in the same manner, to the same extent, and on payment of these same fees,
- (iii) as if it were the Register of members of the Company.

Mortgage of Uncalled Capital

89. If any uncalled capital of the Company is included in or charged by any mortgage or other security the Directors shall, subject to the provisions of the Act and these Articles, make calls on the members in respect of such uncalled capital in trust for the person in whose favor such mortgage or security is executed.

Indemnity May be given

90. If the Directors or any of them or any other person shall become personally liable for the payment of any sum primarily due from the Company, the Directors may execute or cause to be executed any mortgage charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors or person so becoming liable as aforesaid from any loss in respect of such liability.

Registration of Charges

91. (a) The provisions of the Act relating to registration of charges shall be complied with.
- (b) In case of a charge created out of India and comprising solely property situated outside India, the provisions of Section 77 of the Act shall also be complied with.
- (c) Where a charge is created in India but comprised property outside India, the instrument, creating or purporting to create the charge under Section 77 of the Act or a copy thereof verified in the prescribed manner, may be filed for registration, notwithstanding that further proceedings may be necessary to make the charge valid or effectual according to the law of the country in which the property is situated, as provided by Section 77 of the Act.
- (d) Where any charge on any property of the Company required to be registered to be registered under Section 77 of the Act has been so registered, any person acquiring such property or any part thereof or any share or interest therein shall be deemed to have notice of the charge as from the date of such registration.
- (e) Any creditors or member of the Company and any other person shall have the right to inspect copies of instruments creating charges and the Company's Register of Charges in accordance with and subject to the provisions of Section 85 of the Act.
- (f) The Directors shall cause a proper register and charge creation documents to be kept in accordance with the provisions of the Companies Act for all mortgages and charges specifically affecting the property of the Company and shall duly comply with the requirements of the said Act, in regard to the registration of mortgages and charges specifically affecting the property of the Company and shall duly comply with the requirements of the said Act, in regard to the registration of mortgages and

charges therein specified and otherwise and shall also duly comply with the requirements of the said Act as to keeping a copy of every instrument creating any mortgage or charge by the Company at the office.

Trust not Recognized

92. No notice of any trust, express or implied or constructive, shall be entered on the register of *Debenture* holders.

GENERAL MEETINGS

Annual General Meeting

93. Subject to the provisions contained in Section 96 and 129 of the Act, as far as applicable, the Company shall in each year hold, in addition to any other meetings, a general meeting as its annual general meeting, and shall specify, the meeting as such in the notice calling it, and not more than fifteen months shall elapse between the date of one annual general meeting of the Company and that of the next.

Time and Place of Annual General Meeting

94. Every annual general meeting shall be called at any time during business hours that is between 9 am to 6 pm, on a day that is not a National Holiday, and shall be held either at the registered office of the Company or at some other place within the city, town or village in which the registered office of the Company is situated, and the notice calling the meeting shall specify it as the annual general meeting.

Section 101 to 109 of the Act shall apply to Meeting

95. Sections 101 to 109 of the Act with such adaptation and modifications, if any as may be prescribed, shall apply with respect to meeting of any class of members or debenture holders of the Company in like manner as they would with respect to general meetings of the Company.

Powers of Directors to Call Extraordinary General Meeting

96. The Directors may call an extraordinary general meeting of the Company whenever they think fit. If at any time Directors capable of acting who are sufficient in number to form a quorum, are not within India, any Director or any two (2) members of the Company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board of Directors.

Calling of Extra Ordinary General Meeting on requisition

97. (a) The Board of Directors of the Company shall on the requisition of such number of members of the Company as is specified in clause (d) of this Article, forthwith proceed duly to call an Extra-ordinary general meeting of the Company.
- (b) The requisition shall set out the matters for the considerations of which the meeting is to be called, shall be signed by requisitionists, and shall be deposited at the registered office of the company.
- (c) The requisition may consist of several documents in like forms, each signed by one or more requisitionists.
- (d) The number of members entitled to requisition a meeting in regard to any matter shall be such number of them as hold at the date of the deposit of the requisition not less than one tenth of such of the paid up share capital of the Company as at that date carried the right of voting in regard to that matter.
- (e) Where two or more distinct matters are specified in the requisition the provisions of clause (a) above, shall apply separately in regard to each such matter; and the requisition shall accordingly be valid only in respect of those matters in regard to which the condition specified in that clause is fulfilled.
- (f) If the Board does not, within twenty-one days from the date of deposit of a valid requisition in regard to any matters, proceed duly to call a meeting for the consideration of those matters then on a day not later than forty five days from the date of the deposit of the requisition, the meeting may be called by

the requisitionists themselves within a period of three months from the date of requisition.

Explanation: For the purpose of this clause, the Board shall in the case of a meeting at which Resolution is to be proposed as a special Resolution, be deemed not have duly convened the meeting if they do not give such notice thereof as is required by Section 114 of the Act.

- (g) A meeting, called under Clause (f) above, by the requisitionists or any of them:
 - (i) shall be called in the same manner, as nearly as possible, as that in which meetings are to be called by the Board; but
 - (ii) shall not be held after the expiration of three months from the date of the deposit of the requisition.

Explanation: Nothing in Clause (g) (ii) above, shall be deemed to prevent a meeting only commenced before the expiry of the period of three months aforesaid, from adjourning to some day after the expiry of that period.

- (h) Where two or more persons hold any shares or interest in the Company jointly, requisition, or a notice calling a meeting, signed by one or some of them shall, for the purpose of this Article, have the same force and effect as if it had been signed by all of them.
- (i) Any reasonable expenses incurred by the requisitionists by reason of the failure of the Board to duly call a meeting shall be repaid to the requisitionists by the Company; and any sum so repaid shall be retained by the Company out of any sums due or to become due from the Company by way of fees or other remuneration for their services to such of the Directors as were in default.

Length of Notice for Calling Meeting

- 98. (a) A general Meeting of the Company may be called by giving not less than clear twenty-one days' notice in writing or through electronic mode in such manner as may be prescribed by the Central Government.
- (b) A General Meeting of the Company may be called after giving shorter notice than that specified in clause(a) if consent is accorded thereto by not less than ninety-five per cent of the members entitled to vote at such meeting;

Provided that where any members of the Company are entitled to vote only on such resolution or resolution to be moved at the meeting and not on the others, those members shall be taken into account for the purposes of this clause in respect of the former resolution or resolutions and not in respect of the latter.

Contents and Manner of Service of Notice and Persons on whom it is to be served.

- 99. (a) Every notice of a meeting of the Company shall specify the place and the day and hour of the meeting and shall contain a statement of the business to be transacted there at.
- (b) Notice of every meeting of the Company shall be given:
 - (i) to every member of the Company, in any manner authorized by Section 20 of the Act;
 - (ii) to the persons entitled to a share in consequence of a death or insolvency of a member, by sending it through the post in a prepaid letter addressed to them by name, or by the title of representatives of the deceased, or assignees of the insolvent, or by any like description, at the address, if any, in India supplied for the purpose by the persons claiming to be so entitled, or until such an address has been so supplied, by giving the notice in any manner in which it might have been given if the death or insolvency had not occurred;

- (iii) to the auditor or Auditors for the time being of the Company in any manner authorized by Section 20 of the Act in the case of any member or members of the Company; and
- (iv) to all the Directors of the Company,

Provided that where the notice of a meeting is given by advertising the same in a newspaper circulating in the neighborhood of the Registered Office of the Company under Section 20 of the Act, the statement of the material facts referred to in Section 102 of the Act need not be annexed to the notice as required by that Section but it shall be mentioned in the advertisement that the statement has been forwarded to the members of the Company.

- (c) The accidental omission to give notice to, or the non-receipt of notice by any member or other person to whom it should be given shall not invalidate the proceedings at the Meeting.

Explanatory Statement to be Annexed to Notice

100. (A) For the purpose of this Article:

- (i) in the case of an annual general meeting, all business to be transacted at the meeting shall be deemed special with the exception of business relating to-
 - (a) the consideration of the financial statements and the reports of the Board of Directors and auditors.
 - (b) the declaration of a dividend.
 - (c) the appointment of directors in the place of those retiring, and
 - (d) the appointment of, and the fixing of the remuneration of, the auditors, and
- (ii) in the case of any other meetings, all business shall be deemed special.

- (B) Where any items of business to be transacted at the meeting are deemed to be special as aforesaid, there shall be annexed to the notice of the meeting a statement setting out all material facts concerning each item of business including in particular the nature of the concern of interest, if any, therein of every promoter, Director, the manager, if any, and of every other Key Managerial Personnel as required under Section 102 of the Act.

Provided that where any item of special business as aforesaid to be transacted at a meeting of the Company relates to, or affects any other Company, the extent of shareholding interest in that other Company of any such person shall be set out in circumstances specified in the provision to sub-section (2) of section 102 of the Act.

- (C) Where any item of business consists of the according of approval to any document by the meeting, the time and place where the documents can be inspected shall be specified in the statement aforesaid.

Quorum for Meeting

101. (a) In accordance with Section 103, the quorum for a General Meeting of the Company shall be as under:

- (i) five members personally present if the number of members as on the date of meeting is not more than one thousand;
- (ii) fifteen members personally present if the number of members as on the date of meeting is more than one thousand but up to five thousand;
- (iii) Thirty members personally present if the number of members as on the date of the meeting exceeds five thousand.

- (b) (i) If within half an hour from the time appointed for holding a meeting of the Company, a quorum is not present, the meeting, if called upon by requisition of members, shall stand cancelled.

(ii) In any other case, the meeting shall stand adjourned to the same day in the next week, at the same time and place or to such other day and at such other time and place as the Board may determine.

(c) No business shall be transacted at any general meeting unless the requisite quorum be present at the commencement of the business.

Adjourned Meeting to Transact Business

102. (a) If at the adjourned meeting also, a quorum is not present within half an hour from the time appointed for holding the meeting, the members present shall be the quorum.

(b) where a resolution is passed at an adjourned meeting of the Company, the resolution shall, for all purposes be treated as having been passed on the date on which it was in fact passed and shall not be deemed to have been passed on any earlier date.

Chairman of General Meeting

103. (a) No business shall be discussed or transacted at any general meeting except the election of a Chairman whilst the Chair is vacant.

(b) (i) The Chairman of the Board of Directors shall be entitled to take the Chair at every general meeting, if there be no Chairman or if at any meeting he shall not be present within 15 (fifteen) minutes after the time appointed for holding such meeting or is unwilling to act, the Director present may choose one of themselves to be the Chairman and in default of their doing so, the members present shall be willing to take the Chair, the members present shall choose one of themselves to be the Chairman.

(ii) If at any meeting a quorum of members shall be present, and the Chair shall not be taken by the Chairman or Vice-Chairman of the Board or by a Director at the expiration of 15 minutes from the time appointed for holding the meeting or if before the expiration of that time all the Directors shall decline to take the Chair, the members present shall choose one of their members to be the Chairman of the meeting.

Chairman with Consent may adjourn the Meeting

104. The Chairman may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place in the city, town or village where the registered office of the Company is situated.

Business at the Adjourned Meeting

105. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

Notice of Adjourned Meeting

106. In case of adjournment of a meeting or of a change of day, time or place of meeting under, the Company shall give not less than three days' notice to the members.

PROXIES

Proxies

107. (a) Any member of the Company entitled to attend and vote at a meeting of the Company shall be entitled to appoint any other person (whether a member or not) as his proxy to attend and vote instead of himself. A member (and in case of joint holder, all holders) shall not appoint more than one person as proxy. A proxy so appointed shall not have any right to speak at the meeting.

(b) A proxy shall not be entitled to vote except on a poll.

(c) A person can act as proxy on behalf of members not exceeding fifty and holding in the aggregate not

more than ten percent of the total share capital of the company carrying voting rights:

Provided that a member holding more than ten percent, of the total share capital of the Company carrying voting rights may appoint a single person as proxy and such person shall not act as proxy for any other person or shareholder.

- (d) In every notice calling a meeting of the Company there shall appear with reasonable prominence a statement that a member entitled to attend and is entitled to appoint a proxy to attend and vote instead of himself, and that a proxy need not be a member.
- (e) The instrument appointing a proxy or any other document necessary to show the validity or otherwise relating to the appointment of a proxy shall be lodged with the Company not less than 48 (forty-eight) hours before the meeting in order that the appointment may be effective thereat.
- (f) The instrument appointing a proxy shall:
 - (i) be in writing, and
 - (ii) Be signed by an appointer or his attorney duly authorized in writing or, if the appointer is a body corporate, by under its seal or be signed by an officer or any attorney duly authorized by it.
- (g) Every instrument of proxy whether for a specified meeting or otherwise shall, as nearly as circumstances will admit, be in usual common form or in such other form as the Directors may approve from time to time.
- (h) An instrument appointing a proxy, if in any of the forms set out in to the Companies (Management and Administration) Rules 2014 shall not be questioned on the ground that it fails to comply with any special requirement specified for such instrument by these Articles.
- (i) Every member entitled to vote at a meeting of the Company, or on any resolution to be moved thereat, shall be entitled during the period beginning 24 (twenty four) hours before the time fixed for the commencement of the meeting and ending with the conclusion of the meeting, to inspect the proxies lodged at any time during the business hours of the Company, provided not less than 3 (three) days' notice in writing of the intention so to inspect is given to the Company.
- (j) 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.

E-VOTING

108. The Company shall also provide e-voting facility to the Shareholders of the Company in terms of the provisions of the Companies (Management and Administration) Rules, 2014 or any other Law, if applicable to the Company.

VOTES OF MEMBERS

109. Subject to any rights or restrictions for the time being attached to any class or classes of shares and in the manner prescribed under the Act and the rules made thereunder:
- (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 the member's share in the paid-up equity share capital of the Company.

110. **Voting by Poll**

- (a) Before or on the declaration of the result of the voting on any resolution on show of hands, a poll may be ordered to be taken by the Chairman of the meeting on his own motion and shall be ordered to be taken by him on a demand made in that behalf. The Company shall comply with the procedure as regards voting by poll as may be prescribed under the Act and rules and regulations made thereunder.
- (b) Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.

Restrictions on Exercise of Rights of Members who have not paid Calls etc.

- 111. (a) No members shall exercise any voting right in respect of any shares registered in his name on which any calls or other sums presently payable by him have not been paid or in regard to which the Company has and has exercised any right of lien.
- (b) Where the shares of the Company are held in trust, the voting power in respect of such shares shall be regulated by the provisions of Section 89 of the Act.

Restriction on Exercise of Voting Right in Other cases to be void

- 112. 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 Article 111.

Equal Rights of Share Holders

- 113. Any shareholder 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 shareholders of the same class.

Service of Notice, Reports, Documents and other communications by electronic mode.

- 114. Notwithstanding anything mentioned in these Articles, the Company may send any communication including notice of general meeting, annual report etc. to any persons by electronic mode as may be permitted under applicable laws.

Voting rights of members of unsound mind and minors

- 115. 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 poll vote by proxy; if any member be a minor the vote in respect of his share or shares shall be by his guardians or any one of his guardians or, any one of his guardians, if more than one, to be selected in case of dispute by the Chairman of the meeting.

Votes in respect of Shares of Deceased or Insolvent Members etc.

- 116. 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.

Custody of Instrument

- 117. If any such instrument of appointment be confirmed to the object of appointing proxy or substitute for voting at meeting of the Company, it shall remain permanently or for such time as the Directors may determine in the custody of the Company; , a copy thereof examined with the original, shall be delivered to the Company to remain in the custody of the Company.

Validity of Votes given by Proxy notwithstanding Death of Members etc.

- 118. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy or of any power of attorney under which such proxy was signed or the transfer of the share in respect of which the votes is given, provided that

no intimation in writing of the death, revocation or transfer shall have been received at the registered office of the Company before the meeting or adjourned meeting.

Time for Objections for Vote

119. No objection shall be made to the validity of any vote except at the meeting or poll at which such vote shall be tendered and every vote whether given personally or by an agent or proxy or representative not disallowed at such meeting or poll shall be deemed valid for all purposes or such meeting or poll whatsoever.

Chairman of any Meeting to be the Judge of any Vote

120. (a) 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.
(b) Any such objection made in due time shall be referred to the Chairman of the meeting, whose decision thereon shall be final and conclusive.

Representation of Body Corporate

121. A body corporate (whether a Company within the meaning of the Act or not) if it is a member or creditor (including a holder of debentures) of the Company may in accordance with the provisions of Section 113 of the Act authorize such person by a resolution of its Board of directors as it thinks fit, to act as its representative at any meeting of the Company or of any class of members of the Company or at any meeting of creditors of the Company.

Representation of the President of India or Governors

122. (a) The President of India or the Governor of State if he is a member of the Company may appoint such person as he thinks fit to act, as his representative at any meeting of the Company or at any meeting of any class of members of the Company in accordance with provisions of Section 112 of the Act or any other statutory provision governing the same.
(b) A person appointed to act as aforesaid shall for the purposes of the Act be deemed to be a member of such a Company and shall be entitled to exercise the same rights and powers (including the right to vote by proxy) as the Governor could exercise, as member of the Company.
(c) The Company shall observe the provisions of Section 112 of the Act, in regards to the Public Trustee.

123. **PASSING RESOLUTIONS BY POSTAL BALLOT**

- (a) Notwithstanding any of the provisions of these Articles, the Company may, and in the case of resolutions relating to such business as notified under the Companies (Management and Administration) Rules, 2014, as amended, or other Law required to be passed by postal ballot, shall get any resolution passed by means of a postal ballot, instead of transacting the business in the General Meeting of the Company. Also, the Company may, in respect of any item of business other than ordinary business and any business in respect of which Directors or Auditors have a right to be heard at any meeting, transact the same by way of postal ballot.

(b) Where the Company decides to pass any resolution by resorting to postal ballot, it shall follow the procedures as prescribed under Section 110 of the Act and the Companies (Management and Administration) Rules, 2014, as amended from time.

Circulation of Members Resolution

124. The Company shall comply with provisions of Section 111 of the Act, relating to circulation of members resolutions.

Special Notice

125. In pursuance of Section 115 of the Act, where by any provision contained in the Act or in these Articles special notice is required for any resolution, notice of the intention to move the resolution

shall be given to the Company by such number of members holding not less than one per cent. of total voting power or holding shares on which such aggregate sum not exceeding five lakh rupees, as may be prescribed, has been paid-up, not less than fourteen days before the meeting at which it is to be moved exclusive of the day on which the notice is served or deemed to be served and the day of the meeting. The Company shall immediately after the notice of the intention to move any such resolution has been received by it, give its members notice of the resolution in the same manner as it gives notice of the meeting, or if that is not practicable, shall give them notice thereof either by advertisement in a newspaper having an appropriate circulation or in any other mode allowed by these presents not less than seven days before the meeting.

Resolution Passed at Adjourned Meeting

126. The provisions of Section 116 of the Act shall apply to resolution passed at an adjourned meeting of the Company, or of the holders of any class of shares in the Company and of the Board of Directors of the Company and the resolution shall be deemed for all purposes as having been passed on the date on which in fact they were passed and shall not be deemed to have been passed on any earlier date.

Registration of Resolutions and Agreements

127. The Company shall comply with the provisions of Section 117 of the Act relating to registration of certain resolutions and agreements.

Minutes of Proceedings of General Meeting and of Board and Other Meetings

128. (a) The Company shall cause minutes of all proceedings of general meetings, and of all proceedings of every meeting of its Board of Directors or of every Committee of the Board to be 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 for that purpose with their pages consecutively numbered.
- (b) Each page of every such book shall be initialed or signed and the last page of the record of proceedings of each meeting in such books shall be dated and signed:
- i. in the case of minutes of proceedings of the Board or of a Committee thereof by the Chairman of the said meeting or the Chairman of the next succeeding meeting.
 - ii. In the case of minutes of proceedings of the general meetings by Chairman of the said meeting within the aforesaid period, of thirty days or in the event of the death or inability of that Chairman within that period, by a Director duly authorized by the Board for the purpose.
- (c) In no case the minutes of proceedings of a meeting shall be attached to any such book as aforesaid by pasting or otherwise.
- (d) The minutes of each meeting shall contain a fair and correct summary of the proceedings thereat.
- (e) All appointments of officers made at any of the meetings aforesaid shall be included in the minutes of the meeting.
- (f) In the case of a meeting of the Board of Directors or of a Committee of the Board, the minutes of the meeting.
- (i) the names of the Directors present at the meetings, and
 - (ii) In the case of each resolution passed at the meeting, the names of the Directors, if any, dissenting from or not concurring in the resolution.
- (g) Nothing contained in Clause (a) to (d) hereof shall be deemed to require the inclusion in any such minutes of any matter which in the opinion of the Chairman of the meeting:
- (i) is, or could reasonably be regarded, as defamatory of any person.

- (ii) is irrelevant or immaterial to the proceedings; or
- (iii) is detrimental to the interests of the Company.

The Chairman shall exercise an absolute discretion in regard to the inclusion or non-inclusions of any matter in the minutes on the grounds specified in this clause.

- (h) The minutes of meetings kept in accordance with the provisions of Section 118 of the Act shall be evidence of the proceedings recorded therein.
- (i) The Chairman of the meeting shall exclude at his absolute discretion such of the matters as are or could reasonably be regarded as defamatory of any person irrelevant or immaterial to the proceedings or detrimental to the interests of the Company.

Presumptions to be Drawn where Minutes duly drawn and Signed.

129. Where minutes of the proceedings of any general meeting of the Company or of any meeting of its Board of Directors or of a Committee of the Board have been kept in accordance with the provisions of Section 118 of the act then, until the contrary is proved, the meeting shall be deemed to have been duly called and held, and all proceedings thereat to have duly taken place and in particular all appointments of directors or Liquidators made at the meeting shall be deemed to be valid and the minutes shall be evidence of the proceedings recorded therein.

Inspection of Minutes Books of General Meetings.

130. (a) The books containing the minutes of the proceedings of any general meeting of the Company shall:
- (i) be kept at the registered office of the Company, and
 - (ii) be open, during 11:00 am to 1:00 pm to the inspection of any member without charge and by any other person on payment of fee of Rupees 50/- for each inspection, subject to such reasonable restrictions as the Company may, in general meeting impose.
- (b) Any member shall be entitled to be furnished within seven days after he has made a request in that behalf to the Company, with a copy of any minutes referred to in Clause (a) above, on payment of Rs. 10/- for each page.

Publication of Reports of Proceedings of General Meetings

131. No document purporting to be a report of the proceedings of any general meeting of the Company shall be circulated or advertised at the expenses of the Company unless it includes the matters required by Section 118 of the Act to be contained in the Minutes of the proceedings of such meeting.

Report on annual general meeting.

132. The Company shall prepare a report on each annual general meeting including the confirmation to the effect that the meeting was convened, held and conducted as per the provisions of the Act and the rules made thereunder, and shall file the same with the Registrar within thirty days of the conclusion of the annual general meeting

Management of Subsidiaries and Group Companies

133. The Board shall be responsible for compliance with all applicable law, regulations, rules and guidelines as well as the Listing Regulations in relation to the obligation of the Company towards the governance and management of its subsidiaries and group companies.

MANAGERIAL PERSONNEL

Managerial Personnel

134. (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 of Directors 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. A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.
- (b) Any provision of the Act or these Articles requiring or authorizing a thing to be done by or to a director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.
- (c) The Company shall duly observe the provisions of Section 196 and Section 203 of the Act regarding prohibition of simultaneous appointment of different categories of managerial personnel therein referred to.

Remuneration of key managerial personnel

135. The remuneration of Key Managerial Personnel shall from time to time, be fixed by the Board and may be by way of salary or commission or participation in profits or by any or all of these modes or in any other form and shall be subject to the limitations prescribed in Schedule V along with Sections 196 and 197 of the Act.

Board of directors

136. Until otherwise determined by the Company in general meeting, the number of Directors shall not be less than 3 (three) and more than 15 (fifteen). The appointment of the Directors exceeding 15 (fifteen) will be subject to the provisions of Section 149 of the Act. The Board shall have the power of appoint the Chairman. The Company shall also comply with the provisions of the Companies (Appointment and Qualification of Directors) Rules, 2014 and the provisions of the Listing Regulations.

First Directors

137. The First Directors of the Company are:

1. **Gaurav Jain**
2. **Santosh Jain**
3. **Arun Kumar Jain**
4. **Pramod Kumar Jain**

Debenture Directors

138. Any Trust Deed for securing debentures of debenture-stocks may, if so arranged, provide for the appointment, from time to time by the Trustees thereof or by the holders of debentures or debenture-stocks, of some person or persons to be a Director or Directors of the Company and may empower such Trustees or holders of Debentures or debenture-stocks from time to time, to remove and reappoint any Director/s so appointed. The Director/s so appointed under this Article is herein referred to as “**Debenture Director**” and the term “Debenture Director” means the Director for the time being in office under this Article. The Debenture Director(s) shall not be bound to hold any qualification shares and shall not be liable to retire by rotation or be removed by the Company. The Trust Deed may contain such ancillary provisions as may be arranged between the Company and the Trustees and all such provisions shall have effect notwithstanding any of the other provisions herein contained.

Nominee Director

139. The Board may appoint any person as a director nominated by any institution, in pursuance of the provisions of any law for the time being in force or of any agreement to which the Company is a party or by the Central Government or the State Government(s) by virtue of its shareholding in the Company and such person or persons or Directors is / are hereinafter referred to as “Nominee Director/s”, on the Board of the Company and such persons may be remove from such office any person or persons “so appointed and to appoint any person or persons” in his or their place/s. The Board may also agree that any such Nominee Director, or Nominee Directors may be removed from time to time by the institution/Central Government/State Government(s) entitled to appoint or nominate them and such institution/Central Government/State Government(s) may appoint another or other or others in his or

their place and also fill in any vacancy which may occur as a result of any such Director, or Directors ceasing to hold that office for any reason whatever.

At the option of such institution/Central Government/State Government(s) such Nominee Director/s shall not be required to hold any share qualification in the Company. Also at the option of such institution/Central Government/State Government(s) such Nominee Director/s shall not be liable to retirement by rotation of Directors. Subject as aforesaid, the Nominee Director(s) shall be entitled to the same rights and privileges and be subject to the same obligations as any other Director of the Company.

The Nominee Director/s so appointed shall hold the said office only so long as any moneys remain owing by the Company to such institution or so long as such institution holds Debentures in the Company as a result of direct subscription or private placement or so long as such institution holds shares in the Company as a result of underwriting or direct subscription or the liability of the Company arising out of any Guarantee the moneys owing by the Company to such institution is paid off.

The Nominee Director/s appointed under this Article will be entitled to receive all notices of and attend all General Meetings, Board Meetings and of the meetings of the Committee of which the Nominee Director/s is/are member/s as also the minutes of such meetings. Such institution/Central Government/State Government(s) shall also be entitled to receive all such notices and minutes.

The Company shall pay to the Nominee Director/s sitting fees and expenses which the other Directors of the Company are entitled but if any other fees, commission, monies or remuneration in any form is payable to the Directors of the Company, the fees, commission, monies and remuneration in relation to such Nominee Directors shall accrue to such institution/Central Government/State Government(s) and the same shall accordingly be paid by the Company directly to such institution/Central Government/State Government(s). Any expenses that may be incurred by such institution/Central Government/State Government(s) or such Nominee Directors in connection with their appointment or Directorship shall also be paid or reimbursed by the Company to such institution/Central Government/State Government(s) or as the case may be to such Nominee Directors.

Provided that if any such Nominee Director is an officer of such institution/Central Government/State Government(s) the sitting fees, in relation to such Nominee Director shall also accrue to such institution and the same shall accordingly be paid by the Company directly to such institution/Central Government/State Government(s).

Notwithstanding anything contained in these Articles, so long as Sabr Investment India Limited holds at least 5% of the Company's fully diluted paid-up equity share capital, Sabr Investment India Limited would be entitled to nominate one Director, on the Board of the Company, subject to the approval of the members of the Company through a special resolution passed at the first general meeting of the Company held post completion of the initial public offering of the equity shares of the Company.

Special Director

140. (a) In connection with any collaboration arrangement with any company or corporation or firm or person for supply of technical know-how and/or machinery or technical advice, the Directors may authorize such Company, Corporation, firm or person (hereinafter in this clause referred to as "Collaborator") to appoint from time to time, any person or persons as Director or Directors of the Company (hereinafter referred to as "Special Director") and may agree that such Special Director shall not be liable to retire by rotation and need not possess any qualification shares to qualify him for the office of such Director, so however, that such Special Director shall hold office so long as such collaboration arrangement remains in force unless otherwise agreed upon between the Company and such Collaborator under the collaboration arrangements or any time thereafter.
- (b) The Collaborator may at any time and from time to time remove any such Special Director appointer by it and may at the time of such removal and also in the case of death or resignation of the person so appointed at any time, appoint any other person as a Special Director in his place and such appointment or removal shall be made in writing signed by such company or corporation or any partner or such person and shall be delivered to the Company at its registered office.

- (c) It is clarified that every collaborator entitled to appoint a Director under this Article may appoint one or more such person or persons as a Director(s) and so that if more than one Collaborator is so entitled there may at any time be as many Special Director as the Collaborators eligible to make the appointment.

Limit on Number of Non-Retiring Directors

141. Subject to the provisions of Section 152 of the Act, the number of Directors appointed under Articles 138, 139 and 140 shall not exceed in the aggregate one-third of the total number of Directors, excluding Independent Directors, for the time being in office.

142. **Appointment of Independent Director**

Subject to the provisions of Section 149 (6) of the Act, Board of Directors shall have power at any time to appoint any person as an Independent Director to the Board. The Company shall have such number of Independent Directors on the Board of the Company, as may be required in terms of the provisions of Section 149 of the Act and the Companies (Appointment and Qualification of Directors) Rules, 2014 or any other Law, as may be applicable. Further, such appointment of such Independent Directors shall be in terms of the aforesaid provisions of Law and subject to the requirements prescribed under Clause 49 of the listing agreement.

143. **Appointment of Whole-Time Director**

Subject to the provisions of Section 152 of the Act, Board of Directors shall have power at any time to appoint any person as an Whole-Time Director to the Board

Appointment of Alternate Director

144. The Board may appoint an alternate Director not being a person holding any alternate directorship for any other directors in the Company or holding directorship in the Company, to act for a Director (hereinafter called "the Original Director") during his absence for a period of not less than three months from India. An alternative Director so appointed shall not hold office as such for a period longer than that permissible to the Original Director in whose place he had been appointed and shall vacate if and when the Original Director returns to India.

Appointment of Additional Director

145. Subject to the provisions of Section 161 of the Act, Board of Directors shall have power at any time to appoint any person as an additional Director to the Board, but so that the total number of Directors shall not exceed the maximum number fixed by the Articles. Any Director so appointed shall hold the office only up to the next annual general meeting of the Company or the last date on which the annual general meeting should have been held, whichever is earlier and shall then be eligible for reappointment.

146. **Appointment of Women Director**

The Company shall have such number of Woman Director on the Board of the Company, as may be required in terms of the provisions of Section 149 of the Act and the Companies (Appointment and Qualification of Directors) Rules, 2014 or any other Law, as may be applicable.

Appointment of Director to fill the Casual Vacancy.

147. Subject to the provisions 161 of the Act, the office of any Director appointed by the Company in general meeting is vacated before his term of office expires in the nominal course, the resulting casual vacancy may in default of and subject to any regulation in the Articles of the Company be filled by the Board of Directors at the meeting of the Board and the Director so appointed shall hold office only up to the date up to which the Director in whose place he is appointed would have held office if it had not been vacated as aforesaid but he shall then be eligible for re-election.

Individual Resolution for Director Appointment

148. At a general meeting of the Company a motion shall not be made for the appointment of two or more persons as Directors of the Company by a single resolution unless a resolution that it shall be so made has first been agreed to by the meeting without any vote being given against it. Resolution moved in

contravention of this article shall be void whether or not objection was taken at the time of its being so moved. Provided that where a resolution so moved is passed no provision for the automotive reappointment of retiring director by virtue of these articles and the Act in default of another appointment shall apply.

Qualification of Director

149. A Director need not hold any shares in the Company to qualify him for the office of a Director of the Company.

Remuneration of Directors

150. (a) Subject to the provisions of Act, a Managing Director or a director who is in the whole-time employment of the Company may be paid remuneration either by way of a monthly payment or at a specified percentage of the net profits of the Company or partly by the other.
- (b) Subject to the provisions of the Act, a Director, who is neither in the whole-time employment nor a Managing Director may be paid remuneration either:
- (i) by way of monthly, quarterly or annual payment, or
- (ii) by way of commission if the Company by a special resolution has authorized such payment
- (c) Every Director shall be paid such amount of remuneration by way of fee not exceeding such sum as may be prescribed by the Act or the Central Government from time to time, as may be determined by the Board for each meeting of the Board or Committee thereof attended by him.
- (d) The Board shall recommend the fees/compensation to be paid to non-executive directors including independent directors. Such fees/compensation shall also be approved by the shareholders of the Company in a general meeting. However, such approval will not be required in case of sitting fees paid to non-executive directors which are within the limits prescribed under the Act and for which no Central Government approval is required.

Traveling and Other Expenses

151. The Board may allow and pay to any Director for the purpose of attending a meeting such sum either as fixed allowance and/or actual as the Board may consider fair compensation for traveling, board and lodging and incidental and/or actual out of pocket expenses incurred by such Director in addition to his fees, for attending such meeting to and from the place at which the meetings to and from the place at which the meetings of the Board Committees thereof or general meetings of the Company are held from time to time or any other place at which the Director executes his duties.

Remuneration for Extra Services

152. If any Director, being willing shall be called upon to perform extra services or to take any special exertions for any of the purposes of the Company and in that event the Company may, subject to the provisions of the Act, remunerate such Director either by a fixed sum or by a percentage of profit or otherwise, as may be determined by the Directors but not exceeding that permitted under Section 197 of the Act and such remuneration may be either in addition to or in substitution for his share in the remuneration above provided.

Increase in Remuneration of Directors to require Government Sanction

153. Any provision relating to the remuneration of any Director including the Managing Director or Joint Managing Director or whole time Director or executive Director whether contained in his original appointment or which purports to increase or has the effect of increasing whether directly or indirectly the amount of such remuneration and whether that provisions are contained in the articles or in any agreement entered into by the Board of Directors shall be subject to the provisions of Section 196, 197 and 203 of the Act and in accordance with the conditions specified in Schedule V and to the extent to which such appointment or any provisions for remuneration thereof is not in accordance with the Schedule V, the same shall not have any effect unless approved by the Central Government and shall be effective for such period and be subject to such conditions as may be stipulated by the Central

Government and to the extent to which the same is not approved by the Central Government, the same shall become void and not enforceable against the Company.

Director Not to Act when Number Falls Below Minimum

154. When the number of Directors in Office falls below the minimum fixed above, the Directors, shall not act except in emergencies or for the purposes of filling up vacancies or for summoning a general meeting of the Company and so long as the number is below the minimum they may so act notwithstanding the absence of the necessary quorum.

Eligibility

155. A person shall not be capable of being appointed a Director if he has the disqualifications referred to in Section 164 of the Act.

Directors Vacating Office

156. (a) The office of a Director shall be vacated if:
- (i) he is found to be of unsound mind by a Court of competent jurisdiction;
 - (ii) he applied to be adjudicated an insolvent;
 - (iii) he is adjudicated an insolvent;
 - (iv) he is convicted by a Court, of any offence involving moral turpitude or otherwise and sentenced in respect thereof to imprisonment for not less than six months and a period of five years has not elapsed from the expiry of the sentence; Provided that if a person has been convicted of any offence and sentenced in respect thereof to imprisonment for a period of seven years or more, he shall not be eligible to be appointed as a director in any company;
 - (v) he fails to pay any call-in respect of shares of the Company held by him, whether alone or jointly with others, within six months from the last date fixed for the payment of the call unless the Central Government by Notification in the Official Gazette removes the disqualification incurred by such failure;
 - (vi) he absents himself from all the meetings of the Board of Directors held during a period of twelve months with or without seeking leave of absence of the Board;
 - (vii) he is removed in pursuance of Section 169 of Act;
 - (viii) having been appointed a Director by virtue of his holding any office or other employment in the Company, he ceases to hold such office or other employment in the Company;
 - (ix) he acts in contravention of the provisions of Section 184 of the Act relating to entering into contracts or arrangements in which he is directly or indirectly interested;
 - (x) he fails to disclose his interest in any contract or arrangement in which he is directly or indirectly interested, in contravention of the provisions of section 184.

(b) **Resignation of Directors**

A Director who holds office or other employment in the company shall, when he resigns his office, provide a notice in writing to the company.

Removal of Directors

157. (a) The Company may (subject to the provisions of Section 169 and other applicable provisions of the Act and these Articles) remove any director other than ex-officio directors or Special Directors or Debenture Directors or a Nominee Director or a director appointed by the Central Government in pursuance of Section 242 of the Act, before the expiry of his period of office.
- (b) Special notice as provided by Section 115 of the Act shall be required of any resolution to remove a Director under this Article or to appoint some other person in place of a Director so removed at the meeting at which he is removed.
- (c) On receipt of notice of a resolution to remove a Director under this Article, the Company shall forthwith send a copy thereof to the Director concerned and the Director (whether or not he is a member of the Company) shall be entitled to be heard on the resolution at the meeting.

- (d) Whether notice is given of a resolution to remove a Director under this Article and the Director concerned makes with respect thereto representations in writing to the Company (not exceeding a reasonable length) and requests their notification to members of the Company, the Company shall unless the representations are received by it too late for it do so:
 - (i) In the notice of the resolution given to members of the Company state the fact of representations having been made, and
 - (ii) send a copy of the representation to every member of the Company whom notice of the meeting is sent (whether before or after receipt of the representations by the company), and if a copy of representations, is not sent as aforesaid because they were received too late or because of the company's default, the Director may (without prejudice to his right to be provided orally) require that the representations be read out at the meeting, provided that copies of the representations need not be sent or read out at the meeting if so directed by the Court.
- (e) A vacancy created by the removal of a Director under this Article may, if he had been appointed by the Company in general meeting or by the Board in pursuance of Section 161 of the Act be filled by the appointment of another Director in his stead by the meeting at which he is removed, provided special notice of the intended appointment has been under clause (b) hereof. A Director so appointed shall hold office until the date up to which his predecessor would have held office if he had not been removed as aforesaid.
- (f) if the vacancy is not filled under clause (e) above it may be filled as a casual vacancy in accordance with the provisions, in so far as they may be applicable, of Section 161 of the Act, and all the provisions of that Section shall apply accordingly;
- (g) Nothing contained in this Article shall be taken:
 - (i) as depriving a person removed there under of any compensation or damages payable to him in respect of the termination of his appointment as Director or of any appointment terminating with that as director; or
 - (ii) as derogating from any power to remove a Director which may exist apart from this Article.
- (h) The Company shall take steps to fill the vacancy caused by the resignation/removal of an independent director by replacing such independent director with a new independent director within three months of the occurrence of such vacancy or at the immediate next meeting of the of the Board, whichever is later or as may otherwise be prescribed by the Listing Regulations.

Directors may Contract with Company

158. Subject to the restrictions imposed by these Articles and by Section 179, 180, 185, 186, 188, 189, 196 and any other provisions of the Act, no Director, Managing Director, or other officer or employee of the Company shall be disqualified from holding his office by contracting with the Company either as vendor, purchaser, agent, broker or otherwise, nor shall any such contract or arrangement entered into by or on behalf of the Company in which any Director, managing director, Joint Managing Director, Executive Director other officer or employee shall be in any way interested, be avoided, nor shall be Director, Managing Director or any officer or employee so contracting or being so interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason only of such Director, officer or employee holding that office or of the fiduciary relation thereby established, but the nature of his or their interest must be disclosed by him or them in accordance with provisions or Section 184 of the Act where that section be applicable.

Disclosure of Directors' Interest

159. (1) Every Director of the Company who is in any way, whether directly or indirectly, concerned or interested in a contract or arrangement, or proposed contract or arrangement, entered into or to be entered into, by or on behalf of the Company, shall disclose the nature of his concern of interest at a

meeting of the Board of Directors, in the manner provided in Section 184 of the Act.

- (2) (a) In the case of proposed contract or arrangement, the disclosure required to be made by a Director under clause (1) shall be made at the meeting of the Board at which the question of entering into the contract or arrangement is first taken into consideration, or if the Director was not, at the date of that meeting, concerned or interested in the proposed contract or arrangement, at the first meeting of the Board held after he be so concerned or interested.
- (b) In case of any other contract or arrangement, the required disclosure shall be made at the first meeting of the Board held after the Director becomes concerned or interested in the contract or arrangement.
- (3) Nothing in this Article shall apply to any contract or arrangement entered into or to be entered into between the Company and any other company where any one or two or more of Directors together holds or hold not more than two percent of the paid up share capital in other company.

Board Resolution necessary for Certain Contracts

160. (1) Except with the consent of the Board of Directors of the Company and of the Shareholders as applicable, in terms of the provisions of Section 188 of the Act and the Companies (Meetings of Board and its Powers) Rules, 2014, the Company, shall not enter into any contract with a Related Party
- a. for the sale, purchase or supply of any goods, materials or services; or
 - b. selling or otherwise disposing of, or buying, property of any kind;
 - c. leasing of property of any kind;
 - d. availing or rendering of any services;
 - e. appointment of any agent for purchase or sale of goods, materials, services or property;
 - f. such Related Party's appointment to any office or place of profit in the Company, its subsidiary company or associate company;
 - g. underwriting the subscription of any securities or derivatives thereof, of the Company;
- (2) Nothing contained in clause (1) shall affect any transactions entered into by the Company in its ordinary course of business other than transactions which are not on an arm's length basis or affect transactions entered into between the Company and its wholly owned subsidiaries whose accounts are consolidated with the Company and placed before the Shareholders at a Shareholders Meeting for approval
- (3) Notwithstanding anything contained in clauses (1) and (2) a Related Party may, in circumstances of urgent necessity enter, without obtaining the consent of the Board or the approval of shareholders of the Company as required under the Act, into any contract with the Company; but in such a case the consent of the Board or the approval of shareholders of the Company as required under the Act as the case may be, shall be obtained at a meeting within three months of the date of which the contract was entered into or such other period as may be prescribed under the Act.
- (4) Every consent of the Board required under this Article shall be accorded by a resolution of the Board and the consent required under Clause (1) shall not be deemed to have been given within the meaning of that clause unless the consent is accorded before the contract is entered into or within three months of the date on which it was entered into or such other period as may be prescribed under the Act.
- (5) If the consent is not accorded to any contract under this Article anything done in pursuance of the contract will be avoidable at the option of the Board.
- (6) The audit committee of the Board may provide for an omnibus approval for related party transactions proposed to be entered into by the Company subject to such conditions as may be prescribed by applicable law.

Disclosure to the Members of Appointment of Manager, Whole-Time Directors, Managing Director or Secretaries and Treasures

161. (a) The company shall keep a copy of contract of service with managing or whole-time director in writing. Where the contract is not in writing, a written memorandum setting out terms of contract shall be kept.
- (b) The copies of the contract or the memorandum shall be open to inspection by any member of the company without payment of fee.

Loans to Director etc.

162. (a) Save as otherwise provided in the Act, the Company shall not, directly or indirectly, advance any loan, including any loan represented by a book debt to, or give any guarantee or provide any security in connection with any loan taken by,-
- (a) any director of company, or of a company which is its holding company or any partner or relative of any such director; or
- (b) any firm in which any such director or relative is a partner
- (b) The Company may advance any loan including any loan represented by a book debt, or give any guarantee or provide any security in connection with any loan taken by any person in whom any of the director of the Company is interested, subject to the condition that—
- (i) a special resolution is passed by the company in general meeting:
Provided that the explanatory statement to the notice for the relevant general meeting shall disclose the full particulars of the loans given, or guarantee given or security provided and the purpose for which the loan or guarantee or security is proposed to be utilised by the recipient of the loan or guarantee or security and any other relevant fact; and
- (ii) the loans are utilised by the borrowing company for its principal business activities
- (c) However, nothing contained in this Article 162 (a) and (b) shall apply to -
- (a) giving of any loan to the managing or whole-time director—
- (i) as a part of the conditions of service extended by the company to all its employees; or
- (ii) pursuant to any scheme approved by the members by a special resolution; or
- (b) in the ordinary course of its business provide loans or gives guarantees or securities for the due repayment of any loan and in respect of such loans an interest is charged at a rate not less than the rate of prevailing yield of one year, three years, five years or ten years Government security closest to the tenor of the loan.
- (c) any loan made by the Company to its wholly owned subsidiary company or any guarantee given or security provided by the Company in respect of any loan made to its wholly owned subsidiary company; and
- (d) any guarantee given or security provided by the Company in respect of loan made by any bank or financial institution to its subsidiary company.
- Provided that the loans made under clauses (c) and (d) are utilised by the subsidiary company for its principal business activities

Loans to Companies

163. The Company shall observe the restrictions imposed on the Company in regard to making any loans, giving any guarantee or providing any security directly or indirectly to the Companies or bodies corporate as provided in Section 186 of the Act, exceeding sixty per cent. of its paid-up share capital, free reserves and securities premium account or one hundred per cent. of its free reserves and securities premium account, whichever is more.

Interested Director not to Participate or vote in Board's Proceedings

164. No Director of the Company shall as a Director take any part in the discussion of or vote on any contract or arrangement entered into, or to be entered into, by or on behalf of the Company, if he is in any way whether directly or indirectly concerned, or interested in such contract or arrangement nor shall his presence count for the purpose of forming a quorum at the time of any such discussion or vote and if he does vote on any contract of indemnity against any loss which it or any one of more of its number may suffer by reason of becoming or being sureties or surety for the Company. Nothing in this Article shall apply to any contract or arrangement entered into or to be entered into between two companies where any of the directors of one company or two or more of them together holds or hold not more than two percent of the paid up share capital of the other company

This Article is subject to the provisions of Section 184 of the Act.

Register of Contracts in which Directors are interested

165. The Company shall keep one or more Registers in which it shall be entered separately particulars of all contracts and arrangements to which Sections 184 and 188 of the Act apply.

ROTATION AND APPOINTMENT OF DIRECTORS

Director may be Director of Companies Promoted by the Company

166. A Director may be or become a Director of any Company or which it may be interested as a vendor, shareholder, or otherwise and no such Director shall be accountable for any benefits received as Director or shareholder of such Company except in so far as Section 197) or Section 188 of the Act may be applicable.

Subject to provisions of Section 152 of the Act, not less than two thirds of the total number of Directors shall:

- (a) be persons whose period of office is liable to determination by retirement of Directors by rotation, and
- (b) save as otherwise expressly provided in the Act, be appointed by the Company in general meeting.

The remaining Directors shall, in default of and subject to any regulations in the Articles of the Company, also be appointed by the Company, in general meeting.

Ascertainment of Directors Retiring by Rotation and Filling up Vacancy

167. (a) At every annual general meeting one-third of such directors for the time being as are liable to retire by rotation, or if their number is not three or multiple of three, then the number nearer to one-third, shall retire from office.

The Debenture Directors, Corporate Directors, Special Directors, Independent Directors, and Managing Director if any, shall not be subject to retirement under this Article and shall not be taken into account in determining the number of Directors to retire by rotation. Thus, Whole time Directors shall be liable to retire by rotation. In these Articles a "Retiring Director" means a Director retiring by rotation.

- (b) The Directors to retire by rotation at every annual general meeting shall be those who have been longest in office since their last appointment, but as between persons who became Directors on the same day, those who are to retire shall, in default of and subject to any agreement amongst themselves, be determined by lot. A Retiring Director shall be eligible for re-election.
- (c) At the annual general meeting at which a Director retires as aforesaid, the Company may fill up the vacancy by appointing the retiring Director or some other person thereto.
- (d) I. if the place of the retiring Director is not so filled up and that meeting has not expressly resolved not to fill the vacancy, the meeting shall stand adjourned till the same day in the next week, at the same time and place or if that day is a national holiday, till the next succeeding day which is not a national holiday, at the same time and place.
- II. if at the adjourned meeting also, the place of the retiring Director is not filled up and that the meeting also has not expressly resolved not to fill the vacancy, the retiring Director shall be deemed to have been re-appointed at the adjourned meeting, unless-
 - (a) At that meeting or at the previous meeting a resolution for the reappointment of such Director has been put to the meeting and lost;

- (b) The retiring Director has, by a notice in writing addressed to the Company or its Board of Directors, expressed his unwillingness to be so reappointed;
- (c) He is not qualified or is disqualified for appointment;
- (d) A resolution, whether special or ordinary, is required for his appointment or re-appointment in virtue of any provisions of the Act, or
- (e) The proviso to Section 162 of the Act is applicable to the case.

Consent of Candidates for Directorship to be Filed with the Registrar

168. Every person who is proposed as a candidature for the office of Director of the Company shall sign and file with the Company and with the Registrar, his consent in writing to act as a Director, if appointed, in accordance with the provisions of Section 152 of the Act in so far as they may be applicable.

Company may Increase or Reduce the Number of Directors or Remove any Director

169. Subject to the provisions of Sections 149, 151 and 152 of the Act, and these Articles the Company may, by special resolution, from time to time, increase or reduce the number of Directors and may prescribe or alter qualifications.

Appointment of Directors to be Voted individually.

170. (1) No motion at any general meeting of the Company shall be made for the appointment of two or more persons as Directors of the Company by a single resolution unless a resolution that it shall be so made has been first agreed to by the meeting without any vote being given against it.
- (2) A resolution moved in contravention of clause (1) hereof shall be void, whether or not objection was taken at the time of its being so moved, provided that for the automatic re-appointment of retiring Director in default of another appointment as hereinabove provided shall apply.
- (3) For the purpose of this Article, a motion for approving a person's appointment, or for nominating a person for appointment, shall be treated as a motion for his appointment.

Notice of Candidature for Office of Directors Except in Certain Cases

171. (1) No person, not being a retiring Director, shall be eligible for election to the office of Director at any general meeting unless he or some other member intending to propose him has, at least fourteen days before the meeting, left at the office of the Company a notice in writing under his hand signifying his candidature for the office of a Director or the intention of such member to propose him as a Director for office as the case may be along with a deposit of One lakh Rupees which shall be refunded to such person or, as the case may be, to such member, if the person succeeds in getting elected as a Director or gets more than twenty-five per cent of total votes cast.
- (2) The Company shall inform its members of the candidature of the person for the office of Director or the intention of a member to propose such person as a candidate for that office by serving individual notices on the members not less than seven days before the meeting. Provided that it shall not be necessary for the Company to serve individual notices on the members as aforesaid if the Company advertises such candidature or intention not less than seven days before the meeting in at least two newspapers circulating in the place where the Registered Office of the Company is located, of which one is published in the English language and the other in the regional language of that place.
- (3) Every person (other than a Director retiring by rotation or otherwise or a person who has left at the office of the Company a notice under Section 160 of the Act signifying his candidature for the office of a Director) proposed as a candidate for the office of a Director shall sign and file with the Company his consent in writing to act as a Director if appointed.
- (4) A person, other than-

- (a) a Director, re-appointed after retirement by rotation or immediately on the expiry of his term of office, or
- (b) an additional or alternate Director or a person filling a casual vacancy in the office of a Director under Section 160 of the Act, appointed as a Director or re-appointed as an additional or alternate Director immediately on the expiry of term of office shall not act as a Director of the Company unless he has within thirty days of his appointment signed and filed with the Registrar his consent in writing to act as such Director

Register of directors and Notification of Change to Registrar

172. (1) The Company shall keep at its Registered Office a Register containing the particulars of its Directors and key managerial personnel and other persons mentioned in Section 170 of the Act which shall include the detail of securities held by each of them in the Company or its holding, subsidiary of Company's holding company or company and shall send to the Registrar a Return containing the particulars specified in such Register and shall otherwise comply with the provisions of the said Section in all respects.
- (2) Such Register shall be kept open for inspection by any member or debenture holder to the Company as required by section 171 of the Act.

Disclosure by Director of Appointment to any other Body Corporate

173. Every Director (including a person deemed to be a Director of the Company Managing Director, Key Managerial Personnel, Manager or Secretary of the Company who is appointed to or relinquishes office of Director, Managing Director, Manager or Secretary of any other body corporate shall within thirty days of his appointment to, or as the case may be, relinquishment of such office disclose to the Company the particulars relating to the office in the other body corporate which are required to be specified under Section 170 of the Act.

Disclosure by Directors of their Holdings of Shares and Debentures of the Company.

174. Every director and every person deemed to be a Director of the Company shall give notice to the Company of such matters relating to himself as may be necessary for the purpose of enabling the Company to comply with the provisions of that Section. Any such notice shall be given in writing and if it is not given at a meeting of the Board the person giving the notice shall take all reasonable steps to secure that it is brought up and read at the first meeting of the Board after it is given.

Meeting of Directors

175. (a) The Directors may meet together as a Board for transaction of business from time to time and shall so meet at least four times in every year in such manner that not more than one hundred and twenty days shall intervene between two consecutive meetings of the Board and they may adjourn and otherwise regulate their meetings and proceedings as they deem fit. The provisions of this Article shall not be deemed to be contravened merely by reason of the fact that meeting of the Board, which had been called in compliance with the terms herein mentioned, could not be held for want of quorum.
- (b) The participation of directors in a meeting of the Board may be either in person or through video conferencing or other audio visual means, as may be prescribed, which are capable of recording and recognizing the participation of the directors and of recording and storing the proceedings of such meetings along with date and time:

Provided that the Central Government may, by notification, specify such matters which shall not be dealt with in a meeting through video conferencing or other audio visual means.

Provided further that where there is quorum in a meeting through physical presence of directors, any other director may participate through video conferencing or other audio visual means in such meeting on any matter specified under the aforementioned proviso.

- (c) Every director present at any meeting of the Board of Directors or a committee there of shall sign his name in a book to be kept for that purpose, to show his attendance there at

When Meeting to be Convened

176. Any Director of the Company may and the Manager or Secretary on the requisition of a Director shall, at any time, summon a meeting of the Board.

Directors Entitled to Notice

177. Notice of every meeting of the Board of the Company shall be given in writing to every Director for the time being in India and at his usual address in India.

Appointment of Chairman

178. The Board may elect a Chairman of its meetings and determine the period for which he is to hold office. If no such Chairman is elected, or if at any meeting the Chairman is not present within fifteen minutes after the time appointed for holding the meeting, or if he is unwilling to act as Chairman of the Meeting, or if no Director has been so designated, the directors present may choose one of their number to be the Chairman of the meeting.

Board may Appoint Managing Director

179. (a) Pursuant to Section 203 of the Act, the Managing Director of the Company shall be appointed by means of a resolution of the Board containing the terms and conditions of the appointment including the remuneration.
- (b) Any Managing Director or/s or whole time Director/s so appointed shall not be required to hold any qualification shares.
- (c) Subject to the provisions of Sections 196, 197, and 203 of the Act and also subject to the limitations, conditions and provisions of Schedule V to the Act, the appointment and payment of remuneration to the above Director/s shall be subject to approval of the members in general meeting and of the Central Government, if required.
- (d) Subject to the superintendence, control and direction of the Board, the day to day management of the Company shall be vested with the Managing Director/s or Whole-time Director/s Manager, if any, with Power to the Board to distribute such day to day management functions in any manner as deemed fit by the Board subject to the provisions of the Act and these Articles.

Meeting of Committee, how to be Governed

180. (a) The meetings and proceedings of any such Committee of the Board consisting of two or more members shall be governed by the provisions herein contained for regulating the meeting and proceedings of the Directors, so far as the same are applicable thereto and are not superseded by any regulations made by the Directors.
- (b) A committee may elect a Chairperson of its meetings. If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be chairperson of the meeting.

Resolution by Circular

181. No Resolution by circular shall be deemed to have been duly passed by the Board or by a Committee thereof by circulation unless such Resolution has been circulated in draft form, together with necessary papers, if any, to all the Directors, or to all the members for the Committee, as the case may be, at the respective addresses registered with the Company or through such electronic means as may be provided under the Companies (Meetings of Board and its Powers) Rules, 2014 and has been approved by majority of Directors or members, who are entitled to vote on the resolution and has been approved by the majority of the Directors or Members of the Committee or by a majority of such of them as are entitled to vote on the Resolution. However, in case one-third of the total number of Directors for the time being require that any resolution under circulation must be decided at a meeting, the chairperson shall put the resolution to be decided at a meeting of the Board. A resolution by circular shall be noted at a subsequent meeting of the Board or the Committee thereof, as the case may be, and made part of the minutes of such meeting.

Directors May Appoint Committees

182. The Board shall constitute such committees as may be required under the Act, applicable provisions

of Law and the Listing Regulations. Subject to the restrictions contained in Section 179 of the Act, the Board may delegate any of their powers to Committees of the Board consisting of two or more members of its body as it thinks fit and it may from time to time revoke and discharge any such committee of the Board either wholly or in part and either as to persons or purposes. A director shall not be a member of more than ten committees or act as a chairperson of more than five committees across all listed entities in which he is a director as determined by the Listing Regulations. The Chairman shall have a casting vote at committee meetings and the Board may from time to time, revoke and discharge such Committee of the Board either wholly or in part and either as to persons or purposes, but every Committee of the Board so formed shall in the exercise of the powers so delegated conform to any regulations that may, from time to time, be imposed on it by the Board. All acts done by any such committee of the Board in conformity with such regulations and in fulfillment of the purposes of its appointment but not otherwise, shall have the like force and effect as if done by the Board.

Acts of Board or Committee Valid Notwithstanding Defect of Appointment

183. Every Committee of the Board so formed shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed on it by the Board. All acts done by any such Committee of the Board in conformity with such regulations and in fulfilment of the purposes of their appointment but not otherwise, shall have the like force and effect as if done by the Board. All acts done by any meeting of the Directors or by a Committee of Directors, or by any person acting as a Director, shall notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Directors or persons acting as aforesaid, or they or any of them were or was disqualified or that their or his appointment had terminated by virtue of any provisions contained in the Articles or the Act, be as valid as if every such person has been duly appointed and was qualified to be a Director.

POWER OF DIRECTORS

Certain Powers to be Exercised by the Board

184. (a) Without derogating from the powers vested in the Board of Directors under these Articles, the Board shall exercise the following powers on behalf of the Company and they shall do so only by means of resolutions passed at meetings of the Board –
- (i) to make calls on shareholders in respect of money unpaid on their shares;
 - (ii) to authorize buy-back of securities under Section 68 of the Act;
 - (iii) to issue securities, including debentures, whether in or outside India;
 - (iv) to borrow monies;
 - (v) to invest the funds of the Company;
 - (vi) to grant loans or give guarantee or provide security in respect of loans;
 - (vii) to approve financial statement and the Board's report;
 - (viii) to diversify the business of the Company;
 - (ix) to approve amalgamation, merger or reconstruction;
 - (x) to take over a company or acquire a controlling or substantial stake in another company;
 - (xi) to make political contributions;
 - (xii) to appoint or remove key managerial personnel (KMP);
 - (xiii) to appoint internal auditors and secretarial auditor;
 - (xiv) such other business as may be prescribed by the Act and rules made thereunder

Provided that the Board may by resolution passed at the meeting, delegate to any Committee of Directors, the Managing Director, the Manager or any other principal officer of the Company or in the case of a branch office of the Company, a principal officer of the branch office, the powers specified in sub-clauses (iv) to (vi) to the extent specified in clauses (b), (c) and (d) respectively on such conditions as the Board may prescribe.

- (b) Every resolution delegating the power referred to sub-clause (iv) of clause (a) shall specify the total amount outstanding at any one time up to which moneys may be borrowed by the delegate,

- (c) Every resolution delegating the power referred to in sub-clause (v) of clause (a) shall specify the total amount up to which the funds of the Company may be invested and the nature of the investments which may be made by the delegate.
- (d) Every resolution delegating the power referred to in sub-clause (vi) of clause (a) shall specify the total amount up to which loans may be made by the delegates, the purpose for which the loans may be made and the maximum amount up to which loans may be made for each such purpose in individual case.
- (e) Nothing in this article contained shall be deemed to affect the right of the Company in general meeting to impose restrictions and conditions on the exercise by the Board of any of the powers referred to in sub-clauses (i) to (x) of clause (a) above.

Restriction on Powers of Board

185. (a) The Board of Directors of the Company shall not except with the consent of the Company in general meeting:
- (i) sell, lease or otherwise dispose of the whole, or substantially the whole, of the undertaking of the Company, or where the Company more than one undertaking of the whole or substantially the whole of any such undertaking;
 - (ii) invest, otherwise than in trust securities, the amount of compensation received by it as a result of any merger or amalgamation;
 - (iii) borrow moneys, where the money to be borrowed, together with moneys already borrowed by the Company (apart from the temporary loans obtained from the Company's bankers in the ordinary course of business) will exceed the aggregate of its paid-up share capital, free reserves and securities premium, apart from temporary loans obtained from the Company's bankers in the ordinary course of business; or
 - (iv) remit, or give time for the repayment of, any debt due from a director;
 - (v) contribute to charitable and other funds not directly relating to the business of the Company or the welfare of its employees any amount, the aggregate of which in any financial year, exceed five percent of its average net profits as determined in accordance with the provisions of Section 198 of the Act during the three financial years, immediately preceding, whichever is greater.
- (b) Nothing contained in sub-clause (a) above shall affect:
- (i) the title of a buyer or other person who buys or takes a lease of any property, investment or undertaking as is referred to in that clause in good faith and after exercising due care and caution, or
 - (ii) the selling or leasing of any property of the Company where the ordinary business of the Company consists of, comprises such selling or leasing.
- (c) Any resolution passed by the Company permitting any transaction such as is referred to in sub-clause (a) (i) above, may attach such conditions to the permission as may be specified in the resolution, including conditions regarding the use, disposal or investment of the sale proceeds which may result from the transaction. Provided that this clause shall not be deemed to authorize the Company to effect any reduction in its capital except in accordance with the provisions contained in that behalf in the Act.
- (d) No debt incurred by the Company in exercise of the limit imposed by sub-clause (iii) of clause (a) above, shall be valid or effectual, unless the lender proves that he advanced the loan in good faith and without knowledge that the limit imposed by that clause had been exceeded.

- (e) Due regard and compliance shall be observed in regard to matters dealt with by or in the Explanation contained in sub-section (1) Section 180 of the Act and in regard to the limitations on the power of the Company contained in Section 181 of the Act.

186. **Directors May Appoint Committees**

Subject to the restrictions contained in Section 179 of the Act, the Board may delegate any of their powers to Committees of the Board consisting of two or more members of its body as it thinks fit. A director shall not be a member of more than ten committees or act as a chairperson of more than five committees across all listed entities in which he is a director as determined by the Listing Regulations. The Chairman shall have a casting vote at committee meetings and the Board may from time to time, revoke and discharge such Committee of the Board either wholly or in part and either as to persons or purposes, but every Committee of the Board so formed shall in the exercise of the powers so delegated conform to any regulations that may, from time to time, be imposed on it by the Board. All acts done by any such committee of the Board in conformity with such regulations and in fulfillment of the purposes of its appointment but not otherwise, shall have the like force and effect as if done by the Board.

187. **Acts of Board or Committee Valid Notwithstanding Defect of Appointment**

All acts done by any meeting of the Directors or by a Committee of Directors, or by any person acting as a Director, shall notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Directors or persons acting as aforesaid, or they or any of them were or was disqualified or that their or his appointment had terminated by virtue of any provisions contained in the Articles or the Act, be as valid as if every such person has been duly appointed and was qualified to be a Director.

General Powers of the Company Vested in Directors

188. Subject to the provisions of the Act, the management of the business of the Company shall be vested in the Directors and the Directors may exercise all such powers and do all such acts and things as the Company is by the Memorandum of Association or otherwise authorized to exercise and do and not hereby or by the stature or otherwise directed or required to be exercise or done by the Company in General Meeting, but subject nevertheless to the provisions of the Act and other and act and of the Memorandum of Association and these articles and to any regulations, but 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 Directors which would have been valid if such regulation had not been made.

Specific Powers Given to Directors

189. Without prejudice to the general powers conferred by Article 188 and the other powers conferred by these presents and so as not in way to limit any or all of these powers, but subject however to provisions of the Act, it is hereby expressly declared that the Directors shall have following powers.

To pay Registration Expenses

- (i) To pay the costs, charges and expenses preliminary and incidental to the promotion, formation establishment and registration of the Company;
- (ii) To pay and charge to the capital account of the Company any interest lawfully payable thereon under the provisions of Section 40 of the Act;

To Acquire Property

- (iii) Subject to the provisions of the Act and these articles to purchase or otherwise acquire any lands, buildings, machinery, premises, hereditaments, property effects, assets, rights, credits, royalties, bounties and goodwill of any person, or Company carrying on the business which this company is authorized to carry on, at or for such price or consideration and generally on such terms and conditions as they may think fit; and in any such purchase or acquisition to accept such title as the Board may

deliver or may be advised to be reasonably satisfactory.

To Purchase Lands, Buildings, Etc.

- (iv) Subject to the provisions of the Act to purchase, or take on lease for any term or terms of years, or otherwise acquire any mills or factories or any land or lands, with or without buildings and outhouses thereon, situate in any part of India, at such price or rent and under and subject to such terms and conditions as the Directors may think fit; and in any such purchase, lease or other acquisition to accept such title as the Directors may believe or may be advised to be reasonably satisfactory;

To Construct Buildings

- (v) To effect, construct, enlarge, improve, alter, maintain, pull down rebuild or reconstruct any buildings, factories, offices, workshops or other structures, necessary or convenient for the purpose of the Company and to acquire lands for the purposes of the Company.

To Mortgage, Charge Property

- (vi) To let, mortgage, charge, sell or otherwise dispose of subject to the provisions of Section 180 of the Act, any property of the Company either absolutely or conditionally and in such manner and upon such terms and conditions in all respects as they think fit and to accept payment or satisfaction for the same in cash or otherwise, as they may think fit.

To Pay for Property Etc.

- (vii) At their discretion to pay for any property, rights or privileges acquired by or services rendered to the Company, either wholly or partially, in cash or in shares, bonds, debentures, debenture-stocks or other securities of the Company, and any such shares stock of other securities of the Company, and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures, debenture-stock or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged;

To Insure

- (viii) To insure and keep insured against loss or damage by fire or otherwise, for such period and to such extent as they may think proper, all or any part of the building, machinery, goods, store, produce and other movable property of the Company either separately or co-jointly; also to insure all or any portion of the goods, produce machinery and other articles imported or exported by the Company and to sell, assign, surrender or discontinue any policies of assurance effected in pursuance of this power;

To Open Accounts

- (ix) Subject to Section 179 of the Act, open accounts with any bank or bankers or with any Company, firm or individual and to pay money into and draw money from any account from time to time as the Directors may think fit;

To Secure Contracts

- (x) To secure the fulfillments of any contracts of engagements entered into by the Company by mortgage or charge of all or any of the properties of the Company and its unpaid capital for the time being or in such other manner as they may think fit;

To Attach to Shares such Conditions

- (xi) To attach to any shares to be issued as the consideration for any contract with or property acquired by the Company, or in payment for services rendered to the Company, such conditions, subject to the provisions of the Act, as to the transfer thereof as they may think fit;

To Accept, Surrender, of Shares

- (xii) To accept from any member on such terms and conditions as shall be agreed, a surrender of his shares or any part thereof subject to the provisions of the Act;

To appoint Attorney

- (xiii) To appoint any person or persons (whether incorporated or not), to accept and hold in trust for the Company any property belonging to the Company or in which it is interested for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trusts and to provide for the remuneration of such trustee or trustees;

To Bring and Defend Actions

- (xiv) To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its Officers or otherwise concerning the affairs of the Company and also subject to the provisions of Section 180 of the Act to compound and allow time for payment or satisfaction of any debts due, or of any claims or demands by or against the Company;

To Refer to Arbitration

- (xv) To refer, subject to the provisions of Section 180 of the Act, any claims or demands by or against the Company to arbitration and observe and perform the awards;

To Act on Insolvency Matters

- (xvi) To act on behalf of the company in all matters relating to bankrupts and insolvents;

To Give Receipts

- (xvii) To make and give receipts, release and other discharges for moneys payable to the Company and for the claims and demands of the Company subject to the provisions of Section 180 of the Act;

To Authorize Acceptance

- (xviii) To determine from time to time as to who shall be entitled to sign bills, notes, receipts, acceptances, endorsements, cheques, dividend/interest warrants, release, contracts and documents on the Company's behalf;

To Invest Moneys

- (xix) Subject to the provisions of Sections 179, 180 and 186 of the Act, to invest and deal with any of the moneys of the Company, not immediately required for the purpose thereof, upon such shares, securities, or investments (not being shares in this Company) and in such manner as they may think fit, and from time to time to vary or release such investments;

To Provide for Personal Liabilities

- (xx) To execute in the name and on behalf of the Company in favor of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they may think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on;

To Give to Directors Etc. An Interest in Business

- (xxi) Subject to such sanction as may be necessary under the Act or the articles, to give to any Director, Officer, or other persons employed by the Company, an interest in any particular business or transaction either by way of commission on the gross expenditure thereon or otherwise or a share in the general profits of the Company, and such interest, commission or share of profits shall be treated as part of the working expenses of the Company.

To Provide for Welfare of Employees

- (xxii) To provide for the welfare of employees or ex-employees of the Company and their wives, widows, families, dependants or connections of such persons by building or contributing to the building of houses, dwelling, or chawls or by grants of money, pensions allowances, gratuities, bonus or payments by creating and from time to time subscribing or contributing to payment by creating and from time to time subscribing to provident and other funds, institutions, or trusts and by providing or subscribing or contributing towards places of instruction and recreation, hospitals and dispensaries, medical and other attendances and other assistance as the Directors shall think fit;

To Subscribe to Charitable and Other Funds

- (xxiii) To subscribe, or contribute or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national, public or any other useful institutions, object or purposes for any exhibition;

To Maintain Pension Funds

- (xxiv) To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or services of the Company, or of any Company which is a subsidiary of the Company or is allied to or associated with the Company or with any such Subsidiary Company, or who are or were at any time Directors or Officers of the Company or of any such other Company as aforesaid, and the wives, widows, families and dependants of any such persons and, also to establish and subsidize and subscribe to any institutions, associations, clubs or funds collected to be for the benefit of or to advance the interest and well-being of the Company or of any such other Company as aforesaid, and make payments to or towards the insurance of any such person as aforesaid and do any of the matters aforesaid, either alone or in conjunction with any such other Company as aforesaid.
- (xxv) To decide and allocate the expenditure on capital and revenue account either for the year or period or spread over the years.

To Create Reserve Fund

- (xxvi) Before recommending any dividend, to set aside out of profits of the Company such sums as they may think proper for depreciation or to Depreciation Fund or Reserve Fund or Sinking Fund or any other special fund to meet contingencies or to repay redeemable preference shares, debentures, or debenture stock or for special dividends or for equalizing dividends or for repairing, improving, extending and maintaining any part of the property of the Company, and for such other purposes as the Directors may, in their absolute discretion, think conducive to the interests of the Company and to invest the several sums so set aside or so much thereof as required to be invested upon such investments (subject to the restrictions imposed by Section 179 and 180 and other provisions of the Act) as the directors may think fit, and from time to time, to deal with and vary such investments and dispose of and apply and expend all or any part thereof for the benefit of the Company in such manner and for such purposes as the Directors (subject to such restrictions as aforesaid) in their absolute discretion think conducive to the interests of the Company notwithstanding that the matters to which the Directors apply or upon which the Capital moneys of the Company might rightly be applied or expended; and to divide the Reserve Fund into such special funds as the Directors think fit, and to employ the assets constituting all or any of the above funds, including the Depreciation Fund, in the business of the Company or in repayment or redemption of redeemable preference shares, debentures or debenture-stock and that without being bound to keep the same separate from other assets or to pay interest on the same, with power, however to the Directors at their discretion, to pay or allow to the credit of such fund interest at such rate as the Directors may think proper.

To Appoint Officers Etc.

- (xxvii) The Board shall have specific power to appoint officers, clerks and servants for permanent or
) temporary or special services as the Board may from time to time think fit and to determine their powers and duties and to fix their salaries and emoluments and to require securities in such instances and of such amounts as the Board may think fit and to remove or suspend any such officers, clerks and servants.

To Authorize by Power of Attorney

- (xxviii) At any time and from time to time by power of attorney to appoint any person or persons to be the
) Attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these presents) and for such period and subject to the conditions as the Directors may from time to time think fit and any such appointment (if the Directors may think fit) be made in favor of any Company or the members, directors, nominees, or managers of any company or firm or otherwise in favor of an fluctuating body or person whether nominated, directly or indirectly by the Directors and any such power of attorney may contain any such powers for the protection or convenience of persons dealing with such Attorneys as the Directors may think fit; and may contain powers enabling any such delegates or Attorneys as

aforesaid to sub-delegate all or any of the powers, authorities, and discretions for the time being vested in them.

To Authorize, Delegate

- (xxix) Subject to the provisions of the Act, generally and from time to time and at any time to authorize empower or delegate to (with or without powers of sub-delegation) and Director, Officer or Officers of Employee for the time for the time being of the Company and/or any other person, firm or Company all or any of the powers authorities and discretions for the time being vested in the Directors by these presents, subject to such restrictions and conditions, if any as the Directors may think proper.

To Negotiate

- (xxx) To enter into all such negotiations, contracts and rescind and/or vary all such contracts and to execute and do all such acts, deeds, and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matters aforesaid or otherwise for the purpose of the Company.

To make bye-laws

- (xxxi) From time to time to make vary any legal bye-laws for the regulations of the business of the Company, its officers and servants.

190. The Company shall provide the option to its shareholders to exercise their right to vote in meetings of the shareholders through electronic mode in accordance with Section 108 of the Act and shall vote only once

Secretary

191. Subject to the provisions of Section 203 of the Act, the Directors may, from time to time appoint and, at their discretion remove any individual (hereinafter called 'the Secretary' who shall have such qualifications as the authority under the Act may prescribe to perform any functions, which by the Act or these Articles are to be performed, by the Secretary, and to execute any other purely ministerial or administrative duties which may from time to time be assigned to the Secretary by the Directors. The Directors may also at any time appoint some persons (who need not be the Secretary) to keep the registers required to be kept by the Company.

Seal

192. (I) The Board of Directors shall provide a Common Seal for the purpose of the Company, shall have power from time to time to destroy the same and substitute a new Seal in lieu thereof, and the Board shall provide for its safe custody for the time being under such regulations as the Board may prescribe.
- (II) The Seal shall never be used except by the authority, of the Directors or a committee of the Directors, previously given and every deed or other instrument to which a seal of the Company is required to be affixed shall, unless the same is executed by a duly constituted attorney for the Company or by an officer duly authorized in that behalf by resolution of the Board, be signed by one Directors at least in whose presence the seal shall have been affixed, provided nevertheless that the certificate of shares issued by the Company shall be sealed and signed as provided in the next following Article

Provided however that the certificates of shares shall be signed in the name manner as the certificates of the shares required to be signed in conformity with the provisions of the Companies (Share Capital and Debentures) Rules 2014 and their statutory modification for the time being in force.

- (III) 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 authorized by it in that behalf, and except in the presence of at least two directors and of the secretary or such other person as the Board may appoint for the purpose; and those two directors and the secretary or other person aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence

Dividends Out of Profits Only

193. (i) No Dividend shall be declared or paid by the Company for any financial year except out of the profits of the Company for that year arrived at after providing for depreciation in accordance with the provisions of the Act or out of the profits of the Company for any previous financial year or years arrived at after providing for depreciation in accordance with those provisions and remaining undistributed or out of both or out of money provided by the Central Government or State Government for the payment of dividend in pursuance of a Guarantee given by the Government and except after the transfer to the reserves of the Company of such percentage out of the profits for that year not exceeding ten per cent as may be prescribed or voluntarily such higher percentage in accordance with the rules as may be made by the Central Government in that behalf. Provided that in computing profits any amount representing unrealised gains, notional gains or revaluation of assets and any change in carrying amount of an asset or of a liability on measurement of the asset or the liability at fair value shall be excluded.

PROVIDED HOWEVER whether owing to inadequacy or absence of profits in any year, the Company propose to declare out of the accumulated profits by the Company in previous years and transferred by it to the free reserve, such declaration of dividend shall not be made except in accordance with such rules as may be made by the Central Government in this behalf.

- (ii) The depreciation shall be provided to the extent specified in Schedule II to the Act.
- (iii) No dividend shall be payable except in cash, provided that nothing in this Article shall be deemed to prohibit the capitalization of the profits or reserves of the Company for the purpose of issuing fully paid up bonus shares or paying up any amount for the time being unpaid on any shares held by members of the Company.
- (iv) The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.
- (v) No dividend shall bear interest against the Company.

Interim Dividend

194. The Board of Directors may from time to time, pay to the members such interim dividends as appears to it to be justified by the profits of the company in accordance with Section 123 of the Act.

Debts May be Deducted

195. The Directors may retain any dividends on which the Company has a lien and may apply the same in or towards the satisfaction of the debts, liabilities or engagements in respect of which the lien exists.

Capital Paid Up in Advance and Interest Not to Earn Dividend

196. Where the capital is paid in advance of the calls upon the footing that the same shall carry interest, such capital shall not whilst carrying interest, confer a right to dividend or to participate in profits.

Dividends in Proportion to Amount Paid-Up

197. (a) Subject to the rights of the 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.
- (b) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this Article as having been paid on the share.
- (c) All Dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion of the period in respect of which the dividends is paid but if any share is issued in terms providing that it shall rank for dividends as from a particular date such share shall rank for dividend accordingly.

Right to Dividend, Right Shares and Bonus Shares to be held in Abeyance Pending Registration of Transfer of Shares

198. Where any instrument of transfer of shares has been delivered to the Company for registration and the transfer of such shares has not been registered by the Company, it shall notwithstanding anything contained in any other provision of this Act, shall -

- (a) transfer the dividend in relation to such shares to the special account referred to in Section 123 unless the Company is authorized by the registered holder of such shares in writing to pay such dividend to the transferee specified in such instrument of transfer; and
- (b) Keep in abeyance in relation to such shares any offer of rights shares under Section 62 and any issue of fully paid-up bonus shares in pursuance of Section 123.

No Member to receive Dividend whilst indebted to the Company and the Company's Right of Reimbursement Thereof

199. No member shall be entitled to receive payment of any interest or dividend or bonus in respect of his share or shares, while any money may be due or owing from him to the Company in respect of such share or shares (or otherwise however, either alone or jointly with any other person or persons) and the Board of Directors may deduct from the interest or dividend payable to any member all such sums of money so due from him to the Company.

Effect of Transfer of Shares

200. A transfer of shares does not pass the right to any dividend declared thereon before the registration of the transfer.

Dividends How Remitted

201. The dividend payable in cash may be paid by cheque, direct credit to the beneficiaries bank account or warrant sent through post direct to the registered address of the shareholder entitled to the payment of the dividend or in case of joint holders to the registered address of that one of the joint holders which is first named on the register of members or to such person and to such address as the holder or the joint holder may in writing direct. The Company shall not be liable or responsible for any cheque or warrant or pay-slip or receipt lost in transmission or for any dividend lost, to the member of person entitled thereto by forged endorsement of any cheque or warrant or the fraudulent recovery of the dividend by any other means.

Notice of Dividend

202. Notice of the declaration of any dividend whether interim or otherwise shall be given to the registered holder of share in the manner herein provided.

Unpaid Dividend or Dividend Warrant Posted

203. (a) Where the Company has declared a dividend but 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 7 days from the date of expiry of the said period of 30 days, open a special account in the name of the Company 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.
- (b) 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 Investor Education and Protection Fund maintained by the Central Government under the Act. A claim to any money so transferred to the general revenue account may be preferred to the Central Government by the shareholder to whom the money is due.

No unclaimed dividend shall be forfeited by the Board unless the claim becomes barred by law.

Dividend and call together

204. Any General Meeting declaring as dividend may on the recommendations of the Directors make a call on the Members of such amount as the meeting fixes, but so that the call on each member shall not exceed the dividend payable to him, and so that the call be made payable at the same time as the dividend; and the dividend may, if so arranged between the Company and members be set off against the calls.

CAPITALISATION

Capitalization

205. (a) Any general meeting may resolve that any amount standing to the credit of the Securities Premium Account or the Capital Redemption Reserve Account or any moneys, investment or other assets forming part of the undivided profits (including profits or surplus moneys arising from the realization and where permitted by law, form the appreciation in value of any capital assets of the Company) standing to the credit of the General Reserve, Reserve or any Reserve fund or any other fund of the Company or in the hands of the Company and available for dividend may be capitalized. Any such amount (excepting the amount standing to the credit of the Securities Premium Account and/or the Capital redemption Reserve Account) may be capitalized:

The sum aforesaid shall not be paid in cash but shall be applied, either in or towards—

- (i) paying up any amounts for the time being unpaid on any shares held by such members respectively;
 - (ii) paying up in full, unissued shares of the company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;
 - (iii) partly in the way specified in sub-clause (i) and partly in that specified in sub-clause (ii);
 - (iv) for the purchase of its own shares or other securities subject to the provisions of Section 68 of the Act.
 - (v) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares;
- (b) Such issue and distribution under Sub-clause (a) (i) above and such payment to the credit of unpaid share capital sub-clause (a) (ii) above shall be made to, among and, in favor of the members of any class of them or any of them entitled thereto and in accordance with their respective rights and interests and in proportion to the amount of capital paid up on the shares held by them respectively in respect of which such distribution under sub-clause (a) (ii) above shall be made on the footing that such members become entitled thereto as capital;
- (c) The Directors shall give effect to any such resolution and apply portion of the profits, General Reserve Fund or any other fund or account as aforesaid as may be required for the purpose of making payment in full for the shares, debentures or debenture-stock, bonds or other obligations of the Company so distributed under sub-clause (a)(i) above or (as the case may be) for the purpose of paying, in whole or in part, the amount remaining unpaid on the shares which may have been issued and are not fully paid-up under sub-clause above provided that no such distribution or payment shall be made unless recommended by Directors and if so recommended such distribution and payment shall be accepted by such members as aforesaid in full satisfaction of their interest in the said capitalized sum.
- (d) For the purpose of giving effect to any such resolution the Directors may settle any difficulty which may arise in regard to the distribution or payment as aforesaid as they think expedient and in particular they may issue fractional certificates or coupons and fix the value for distribution of any specific assets and may determine that such payments be made to any members on the footing of the value so fixed and may vest any such cash, shares, fractional certificates or coupons, debentures, debenture-stock; bonds or other obligations in trustees upon such trusts for the person entitled thereto as may seem expedient to the Directors and generally may make such arrangement for the acceptance, allotment and sale of such shares, debenture, debenture-stock, bonds or other obligations and fractional certificates or coupons or otherwise as they may think fit.
- (e) Subject to the provisions of the Act and these Articles, in cases where some of the shares of the Company are fully paid and others are partly paid only, such capitalization may be effected by the distribution of further shares in respect of the fully paid shares, and in respect of the partly paid shares the sums so applied in the extinguishments or diminution of the liability on the partly paid shares shall be so applied *prorata* in proportion to the amount then already paid or credited as paid on the existing fully paid and partly paid shares respectively.
- (f) When deemed requisite a proper contract shall be filed with the Registrar of Companies in accordance

with the Act and the Board may appoint any person to sign such contract on behalf of the members entitled as aforesaid and such appointment shall be effective.

ACCOUNTS

Accounts

206. The provisions of Sections 128 to 138 of the Act and the relevant accounting standards shall be complied with in so far as the same is applicable to the Company.

Books of Accounts to be kept

207. (a) The Company shall keep at its Registered Office proper books of accounts as required by Section 128 of the Act with respect to :
- (i) All sums of money received and expected by the Company and the matters in respect of which the receipt and expenditure take place;
 - (ii) All sales and purchases of goods and services by the Company;
 - (iii) The assets and liabilities of the Company; and
 - (iv) The items of cost as may be prescribed under Section 148 of the Act and applicable to the Company.

Provided that all or any of the books of account aforesaid may be kept at such other place in India as the Board of Directors so decide, the Company shall, within seven days of the decision file with the Registrar a notice in writing giving full address of that other place.

- (b) If the Company shall have a branch office, whether in or outside India, proper books of account relating to the transaction effected at that office shall be kept at that office and proper summarized returns made up to date at intervals of not more than three months, shall be sent by the branch office to the Company at its Registered Office or other place in India, as the Board thinks fit, where the said books of the Company are kept.
- (c) All the aforesaid books shall give a fair and true view of the affairs of the Company or of its branch office as the case may be with respect to the matters aforesaid and explain the transactions.
- (d) The books of account shall be open to inspection by any Director during business hours as provided by Section 128 of the Act.
- (e) The books of account of the Company relating to a period of not less than eight years immediately preceding the current year together with the vouchers relevant to any entry in such books of accounts shall be preserved in good order.

Inspection by Members

208. The Directors shall from time to time determine whether and to what extent and at what times and place and under what conditions or regulation the account, books and documents of the Company or any of them, shall be open to the inspection of the members, and no member (not being a Director) shall have any right of inspecting any account or books or documents of the Company except as conferred by statute or authorized by the Directors or by a resolution of the Company in general meeting.

Statement of Account to be furnished to General Meeting

209. The Board of Directors shall lay before each annual general meeting a Financial Statements for the financial year of the Company which shall not precede the day of the meeting by more than six months or such extended period as shall have been granted by the Registrar of Companies under the provisions of the Act.

Financial Statement

210. (a) Subject to the provisions of Section 129 of the Act, every Financial Statement of the Company shall be in the forms set out in Schedule II of the Act, or as near there to as circumstances admit.
- (b) So long as the Company is a holding Company having a subsidiary the Company shall conform to Section 129 and other applicable provisions of the Act.
- (c) If in the opinion of the Board, any of the current assets of the Company have not a value on realization in the ordinary course of business at least equal to the amount at which they are stated, the fact that the Board is of that opinion shall be stated.

Authentication of Financial Statement

211. (a) The Financial Statements shall be signed in accordance with the provisions of Section 134 of the said Act.
- (b) The Financial Statement, shall be approved by the Board of Directors before they are submitted to the auditors for report thereon.

Profit and Loss Accounts to be Annexed and Auditors' Report to be attached to the Balance Sheet.

212. The Profit and Loss Account shall be annexed to the Balance and the Auditors' Report including the Auditor's separate, special or supplementary report, if any, shall be attached thereon.

Board's Report to be Attached to Financial Statement

213. (a) Every Financial Statement laid before the Company in General Meeting shall have attached to it a Report by the Board of Directors with respect to the State of the Company's affairs and such other matters as prescribed under Section 134 of the Act and the Rules made thereunder.
- (b) The Report shall so far as it is material for the appreciation of the state of the Company's affairs by its members and will not in the Board's opinion be harmful to the business of the Company or of any of its subsidiaries deal with any changes which have occurred during the financial year in the nature of the Company of Company's business, or of the Company's subsidiaries or in the nature of the business in which the Company has an interest.
- (c) The board shall also give the fullest information and explanation in its Report or in cases falling under the proviso to Section 129 of the Act in an addendum to that Report, on every reservation, qualification or adverse remark contained in the Auditor's Report.
- (d) The Board's Report and addendum (if any) thereto shall be signed by its Chairman if he is authorized in that behalf by the Board; and where he is not so authorized shall be signed by such number of Directors as are required to sign the Financial Statements of the Company by virtue of sub-clauses (a) and (b) of Article 211 and in accordance with the Listing Regulations, as applicable.
- (e) The Board shall have the right to charge any person not being a Director with the duty of seeing that the provisions of sub-clauses (a) and (b) of this Article are complied with.
- (f) Every Financial Statement of the Company when audited and approved and adopted by the members in the annual general meeting shall be conclusive except as regards in matters in respect of which modifications are made thereto as may from time to time be considered necessary by the Board of Directors and or considered proper by reason of any provisions of relevant applicable statutes and approved by the shareholders at a subsequent general meeting.

Right of Members to copies of Financial Statement and Auditor's Report

214. A copy of every Financial Statement and the auditor's report and every other document required by law to be annexed or attached, as the case may be; to the balance sheet which is to be laid before the

Company in General Meeting, shall be made available for inspection at the Registered Office of the Company during the working hours for a period of 21 days before the date of the meeting. A statement containing the salient features of such documents in the prescribed form or copies of the documents aforesaid as may be permitted by Section 136 of the Act and as the Company may deem fit, will be sent to every member of the Company and to every Trustees for the holders of any debentures issued by the Company, not less than 21 days before the meeting as laid down in Section 136 of the Act. Provided that it shall not be necessary to send copies of the documents aforesaid to:

- (a) to a member or holder of the debenture of the Company who is not entitled to have the notice of general meeting of the Company sent to him and whose address the Company is unaware;
- (b) to more than one of the joint holder of any shares or debentures some of whom are and some of whom are not entitled to have such notice sent to them, by those who are not so entitled.

A copy of the Financial Statement etc. to be filed with Registrar

215. After the Financial Statements have been laid before the Company at the annual general Meeting, a copy of the Financial Statement duly signed as provided under Section 137 of the Act together with a copy of all documents which are required to be annexed there shall be filed with the Registrar so far as the same be applicable to the Company.

AUDIT

Financial Statement to be audited

216. Every Financial Statement shall be audited by one or more Auditors to be appointed as hereinafter mentioned.

Appointment of Auditors

217. The Auditors shall be appointed and their qualifications, rights and duties regulated in accordance with Section 139 to 148 of the Act, alongwith the Rules made thereunder.

Audit of Branch Office

218. The Company shall comply with the provisions of Section 143 of the Act in relation to the audit of the accounts of branch offices of the Company, except to the extent to which any exemption may be granted by the Central Government, in that behalf.

Auditors to have access to the Books of the Company

219. (a) The Auditor/s of the Company shall have a right of access at all times to the books and vouchers of the Company and shall be entitled to require from the Directors and Officers of the Company such information and explanation as may be necessary for the performance of the duties of the Auditor/s.
- (b) All notice of and other communications relating to, any general meeting of the Company which any member of the Company is entitled to have sent to him shall also be forwarded to the Auditors of the Company and the Auditor shall be entitled to attend any general meeting and to be heard at any general meeting which he attends to any part of the business which concerns him as Auditor.

Financial Statement When Audited and Approved to be Conclusive

220. Every Financial Statement when audited and approved by a General Meeting shall be conclusive except where it appears to the directors that—

- (a) the financial statement of the Company; or
- (b) the report of the Board,

do not comply with the provisions of Section 129 or Section 134 they may prepare revised Financial Statement or a revised report in respect of any of the three preceding financial years after obtaining approval of the Court or Tribunal as applicable on an application made by the Company in such form and manner as may be prescribed by the Central Government and a copy of the order passed by the Court or the Tribunal as applicable shall be filed with the Registrar:.

Authentication of Documents and Proceedings

221. Save as otherwise expressly provided in the Act or these Articles, a document or proceeding requiring authentication by the Company may be signed by a Key Managerial Personnel or an officer or an employee of the Company duly authorized by the Board in this behalf and need not be under its Seal.

DOCUMENTS AND NOTICES

Service of Documents on Members by the Company

222. (i) A document or notice may be served by the Company on any member thereof either personally or by sending it, by registered post or speed post or by courier service or electronic means or such other modes as may be prescribed under the Act from time to time, to him at his registered address or if he has no registered address in India, to the address if any, within India, supplied by him to the Company for serving documents or notices to him
- (ii) Where a document or notice is sent by post or courier service:
- (a) Service thereof shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the document or the notice provided that where a member has intimated to the Company in advance that documents should be sent to him by specified manner and has deposited with the Company a sum sufficient to defray the expenses of doing so, service of the documents or notice shall not be deemed to be affected unless it is sent in the manner intimated by the members; and
- (b) Such service shall be deemed to have been affected:
- (i) In the case of a notice of meeting at the expiration of forty-eight hours after the letter containing the same is posted; and
- (ii) in any other case at the time at which the letter would be delivered in the ordinary course of post.
- (iii) A document or notice advertised in a newspaper circulation in the neighborhood of the Registered Office of the Company shall be deemed to be duly served on the day on which the advertisement appears, on every member of the Company who has no registered address in India and has not supplied to the Company an address within India for the giving of notices to him.
- (iv) A document or notice may be served by the Company on the joint holders of a share by serving it to the joint holder named first in the Register in respect of the share.
- (iii) A document or notice may be served by the Company on the persons entitled to a share in consequence of the death or insolvency of a member by sending it through the post in a pre-paid letter, addressed to them by name, or by title of representatives of the deceased, or assignees of the insolvent or by any like description, at the address if any, in India supplied for the purpose by the person claiming to be so entitled or until such an address has been so supplied, by serving the document or notice in any manner in which it might have been served if the death or insolvency had not occurred.
- (iv) The signature to any document or notice to be given by the Company may be written or printed or lithographed.

To Whom Documents must be Served or Given.

223. Document of notice of every general meeting shall be served or given in the same manner herein before authorized on or to (a) every member, (b) every person entitled to a share in consequence of the death or insolvency of a member, c) directors and (d) the auditor or auditors for the time being of the Company, PROVIDED that when the notice of the meeting is given by advertising the same in newspaper circulation in the neighborhoods of the office of the Company under Article 99, a statement of material facts, referred to in Article 100 need not be annexed to the notice as is required by that

Article, but it shall merely be mentioned in the advertisement that the statement has been forwarded to the members of the Company.

Members Bound by Documents or Notice Served on or Given to Previous Holders

224. Every person, who by operation of law, transfer or other means whatsoever, has become entitled to share shall be bound by every document or notice in respect of such share which prior to his name and address being entered on the Register of Members, shall have duly served on or given to the person from whom he derived his title to such share.

Service of Documents on Company

225. A document may be served on the Company or an Officer thereof by sending it to the Company or Officer at the Registered Office of the Company by Registered Post or by speed post or by courier services or by electronic means or by leaving it at its Registered Office or such other modes as may be prescribed under the Act from time to time.

Service of Documents by Company on the Registrar of Companies

226. Subject to provisions in the Act, a document may be served on the Registrar of Companies by sending it to him at his office by Registered Post, or speed post or by courier services or by delivering it to or leaving it for him at his office or address or by such electronic or other mode as may be prescribed under the Act from time to time.

REGISTERS AND DOCUMENTS

Registers and Documents to be Maintained by the Company

227. The Company shall keep and maintain Registers, Books and documents as required by the Act or these Articles.

Maintenance and inspection of documents in electronic form

228. Without prejudice to any other provisions of this Act, any document, record, register, minutes, etc., —
(a) Required to be kept by a company; or
(b) Allowed to be inspected or copies to be given to any person by a company under this Act, may be kept or inspected or copies given, as the case may be, in electronic form in such form and manner as may be determined by central government by the Central Government.

Inspection of Registers

229. Subject to provisions of the Act and the provisions in the Articles, the Registers maintained under the Act and the minutes of all proceedings of General Meetings shall be open to inspection during any working day during business hours and extracts may be taken there from and copies thereof may be required by any member of the Company in the same manner to the same extent and on payment of the same fees as in the case of the Register of Members of the Company i.e., by any member, debenture holder, other security holder or beneficial owner without payment of fee and by any other person on payment of fee of Rupees 50/- for each inspection. Subject to provisions of the Act and the provisions in the Articles, the copies of entries in the Registers maintained under the Act shall be furnished to the persons entitled to the same on payment of Rs. 10/- for each page. .

OPERATION OF BANK ACCOUNT

All cheques, promissory notes, drafts, hundies, bills of exchange and other negotiable instruments and all receipts for moneys 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 of Directors may, from time to time, by resolution determine.

WINDING UP

Distribution of Assets

230. (a) Subject to the provisions of the Act, if the Company shall be wound up and the assets available for distribution among the members as such shall be less than sufficient to repay the whole of the paid up capital such assets shall be distributed so that, as nearly, as may be, the losses shall be borne by the members in proportion to the Capital paid up, or which ought to have been paid up, at the commencement of winding up, on the shares held by them respectively. And if in winding up, the assets available for distribution among the members shall be more than sufficient to repay the whole of the Capital paid up at the commencement of the winding up the excess shall be distributed amongst the members in proportion to the Capital at the commencement of the winding up or which ought to have been paid up on the shares held by them respectively.
- (b) But this clause will not prejudice the rights of the holders of shares issued upon special terms and conditions.

Distribution in Specie or Kind.

231. Subject to the provisions of the Act:

- (a) If the Company shall be wound up whether voluntarily or otherwise, the liquidators may with the sanction of a special resolution and any other sanction required by the Act, divide amongst the contributories, in specie or kind the whole or any part of the assets of the Company, and may, with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories or any of them as the liquidators with the like sanction shall think fit.
- (b) If thought expedient, any such division may, subject to the provisions of the Act, be otherwise than in accordance with the legal rights of the contributories (except where unalterably fixed by the Memorandum of Association) and in particular any class may be given (subject to the provisions of the Act) preferential or special rights or may be excluded altogether or in part but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined or any contributory who would be prejudiced thereby shall have the right; if any to dissent and ancillary rights as if such determination were a special resolution, pursuant to Section 494 of the Companies Act, 1956 or Section 319 of the Companies Act as applicable at the time of application.
- (c) In case any shares to be divided as aforesaid involves a liability to calls or otherwise, any person entitled under such division to any of the said shares may within ten days after the passing of the special resolution but notice in writing direct the liquidators to sell his proportion and pay him the net proceeds and the Liquidators shall, if practicable act accordingly.

SECRECY CLAUSE

Secrecy Clause

232. (a) Every Director, Key Managerial Personnel, Manager, Auditor, Treasurer, Trustee, Member of a Committee, Officer, Servant, agent, accountant or other person employed in the business of the Company shall, if so required by the Director, before entering upon his duties sign a declaration pleading himself to observe a strict secrecy respecting all transactions and affairs of the company with the customers and the state of the accountants with individuals and in matters which may come to his knowledge in the discharge of his duties except when required so to do by the Directors or by law or by the person to whom such matters relate and except so far as may be necessary in order to comply with any of the provisions in these presents contained.
- (b) No Member or other person (not being a Director) shall be entitled to visit or inspect any works of the Company without the permission of the Directors or to require discovery of or any information respecting any detail of the Company's trading, or any matter which may relate to the conduct of the business of the company and which in the opinion of the Directors, it would be inexpedient in the interest of the Company to disclose.

INDEMNITY AND RESPONSIBILITY

Directors and Others Right to Indemnity

233. Every Director, Managing Director, Whole-time Director, Manager, Secretary and other Officer or employee or authorised representative of the Company shall be indemnified by the Company and for this purpose may have relevant third party insurances procured by the Company in their favour, for all costs, fees, penalty, deposit, losses and expenses (including travelling expenses) which such Director, Manager, Secretary, Officer or employee or authorized representative may suffer or is likely to suffer in any way during the course of discharge of his duties including expenses and the amount for which such indemnity is provided, shall immediately attach as a lien on the property of the Company and have priority between the members over all other claims. Provided that no Director, Managing Director, Whole-time Director, Manager, Secretary and other Officer or employee or authorized representative of the Company shall be entitled to be indemnified by the Company or have insurance procured therefor in circumstances where any amounts directly or indirectly arise out of or in connection with any fraud, gross negligence, breach of trust or material and willful default on the part of such Director, Managing Director, Whole-time Director, Manager, Secretary and other Officer or employee or authorized representative of the Company.

Director and Other Officers Not Responsible for the Acts of Others

234. Subject to the provisions of the Act, no Director, Managing Director, Whole-time 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 for conformity or for any loss or expenses 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 nominees 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, within whom any moneys, securities or effects shall be entrusted or deposited or for any loss occasioned by any error of judgement or oversight on his part or for any other loss or damage or misfortune whatever which shall happen in the execution of the duties or in relation thereto, unless the same happens through his own dishonesty.

An Independent Director, and a non-executive director not being a promoter or a Key Managerial Personnel, shall be liable only in respect of acts of omission or commission, by the Company which had occurred with his knowledge, attributable through Board processes, and with his consent or connivance or where he has not acted diligently.

SOCIAL OBJECTIVE

235. **Social Objective**

The Company shall have among its objectives the promotion and growth of the national economy through increased productivity, effective utilization of material and manpower resources and continued application of modern scientific and managerial techniques in keeping with the national aspirations and the Company shall be mindful of its social and moral responsibilities to the consumers, employees, shareholders, society and the local community.

Part B

236. Notwithstanding anything to the contrary in any of the preceding Articles in Part A above, Part B of these Articles hereunder shall prevail in case of any inconsistency between Part A and Part B and shall remain in full force and apply until the listing of the Company's equity shares. However, upon listing of the shares of the Company on any recognised stock exchange pursuant to an initial public offering of the equity shares of the Company, Part B 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 A shall automatically come in effect and be in force, without any further corporate or other action by the Company or its shareholders. All defined terms in this Part B shall apply only to Part B, and only till such time as Part B is in force.

1. [omitted].

2. [omitted].

3. DEFINITIONS AND INTERPRETATION

3.1 Definition

In these Articles, and unless the context requires otherwise, the following words shall have the following meaning:

"**Act**" means the (Indian) Companies Act, 2013 (to the extent notified by the Government of India and currently in force), and the (Indian) Companies Act, 1956, to the extent not repealed and replaced by notified provisions of the (Indian) Companies Act, 2013;

"**ADB Sanctions List**" means ADB's published and unpublished list of all Persons who are ineligible for participating in ADB financed projects;

"**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. For the purpose of this definition a holding company or subsidiary company of any entity shall be deemed to be an Affiliate of that entity and a Relative shall be deemed to be an Affiliate of a natural Person;

"**Annual Budget**" means the annual budget of the Company and the Subsidiary (by whatever name called) prepared by or on behalf of the Promoters and the Company, as adopted, amended and modified, from time to time, with the prior written consent of the Investor;

"**Approvals**" means any consent, approval, authorization, waiver, permit, grant, franchise, concession, agreement, license, certificate, exemption, order, registration, declaration, filing, report or notice of, with or to any Government or as per applicable Law;

"**Articles**" means these Articles of Association of the Company;

"**Asian Development Bank**" or "**ADB**" means the international financial institution established pursuant to the Agreement Establishing the Asian Development Bank of 1966 and having its registered office in Manila;

"**Auditors**" means Walker Chandiok & Co LLP or any other independent, external auditors of the Company as may be appointed by the Company from time to time (with the Investor's prior written consent);

"**Board**" means the board of directors of the Company or any duly appointed committee thereof from time to time;

"**Business Day**" means either a day (excluding Saturdays and Sundays) on which banks generally are open in New Delhi, Hong Kong and Mauritius for the transaction of normal banking business;

"**Business Enhancement Plan**" or "**Business Enhancement Plans**" shall have the meaning as agreed between the Company and the Shareholders in writing;

"**Business**" means the business of the provision of multi-temperature logistical services in the form of transportation, storage/warehousing and value added services (i.e. additional services other than warehousing and

transportation necessary within overall supply chain logistics, primarily being inventory forecasting, procurement, inventory management, promotion handling and blast freezing, provided as a part of an integrated supply chain offerings to clients). The Company provides such logistical services through multimodal transportation services (including by owned or hired vehicles) service in relation to refrigerated cargo, and dry cargo and the provision of storage facilities through owned, leased or partially leased warehouses;

"Calendar Year" means the financial year commencing on January 1 and ending on December 31 of the immediately succeeding year;

"Cash Reserve" shall have the meaning as agreed between the Company and the Shareholders in writing;

"CCPS" shall mean compulsorily convertible preference shares of the Company each with a par value of INR 40 (Indian Rupees Forty only) each and having the terms set out in Annex 1 hereto;

"CFO" shall have the meaning ascribed to it in Article 15.9 hereof;

"Claim" means any actual or threatened claim, legal action, proceeding, suit, litigation, prosecution, mediation, arbitration or enquiry arising at any time;

"Coldex Logistics" means ColdEx Logistics Private Limited, a company incorporated under the laws of India and having its registered office at 1849/49, Nai Wala Lane, Karol Bagh, New Delhi -110005;

"Company" means Coldex Limited;

"Competitor" means any Person who is engaged in the same line of Business as the Company or Coldex Logistics or any Person in the transportation and/or warehousing business;

"Connected Person" or **"Concern"** of the Company includes:

- (a) any company under the same management (as defined under the Act) as the Company;
- (b) the Promoters or any Affiliate of the Promoters;
- (c) any director of the Company or of any holding or Subsidiary company of the Company or of any Affiliate of the Company;
- (d) any director of any holding or Subsidiary company of the Promoters or any Affiliate of the Promoters (for the purposes of this definition being hereinafter referred to as "such director");
- (e) any Affiliate of the Company;
- (f) any firm or unlisted company in which the Company, the Promoters, any Affiliate is a partner or has any control or interest;
- (g) any listed company in which the Company, the Promoters or any Affiliate is a director or hold/s shares exceeding 5% of the paid-up equity share capital of such listed company; and
- (h) Any Relative of the Promoters;

Provided that the Investor Group and/or any nominee of the Investor (including the Investor Director) shall not be deemed to be a Connected Person/Concern;

"Constitutional Documents" means the Memorandum of Association and the Articles of Association of the Company;

"Control" shall mean (including the terms "Controlled by" and "under common Control with"), with respect to any entity, the right to exercise, or control the exercise of, whether directly or indirectly, 51% (fifty one percent) or more of the total voting share capital of such entity;

"Deed of Adherence" means a deed of adherence having such form and meaning as agreed between the Company and the Shareholders in writing;

"Dilution Instruments" mean any Securities, or any rights, options, warrants, appreciation rights or instruments entitling the holder to receive any Equity Shares of the Company or any options to purchase or rights to subscribe for securities by their terms convertible into or exchangeable for Equity Shares (including by way of creation of any derivative security or otherwise), provided the term "Dilution Instruments" does not include (i) Equity Shares issuable upon the exercise or conversion of the CCPS; and (ii) any rights, options or Equity Shares issued pursuant to the New ESOP Plan;

"Dilution Price" shall have the meaning ascribed to it in Article 11.2.2(c) hereof;

"Drag Along Option Notice" shall have the meaning ascribed to it in Article 14.1.1 hereof;

"Drag Along Option" shall have the meaning ascribed to it in Article 14.1.1 hereof;

"Drag Along Securities" shall have the meaning ascribed to it in Article 14.1.1 hereof;

"Encumbrance" means any encumbrance including, without limitation, mortgage, pledge, charge, hypothecation, lien, deposit by way of security, option or right of pre-emption, beneficial ownership (including usufruct and similar entitlements), public right, common right, wayleave, any provisional or executorial attachment and any other interest held by a third party; The term **"Encumber"** shall be interpreted accordingly;

"Equity Shares" shall mean the fully paid up equity Shares of the Company with face value of INR 10 (Indian Rupees Ten only) each;

"Event of Default" means such events that are referred to as 'Events of Default' under terms agreed in writing between the Company and the Shareholders;

"Exchange(s)" means the Bombay Stock Exchange Limited or the National Stock Exchange (including, in either case, any successor thereto) and any national or internationally recognized stock exchange or quotation system, acceptable to the Investor;

"Fair Market Value" means the fair market value of the Investor Securities determined by a Valuer and in accordance with any internationally accepted pricing methodology acceptable to the Investor on an arm's length basis;

"Finance Documents" means all facility agreements and security documentation and related agreements including all term loan agreements, hypothecation agreements, memorandum of deposit of title deeds, irrevocable power of attorneys, acceptance of terms of sanction letters and deeds of pledge executed by and amongst the Company and/or the Promoters and the Lenders of the Company;

"Financial Year" means the financial year commencing on April 1 of a Calendar Year and ending on March 31 of the immediately succeeding Calendar Year;

"First Adjourned Board Meeting" shall have the meaning ascribed to it in Article 7.7 hereof;

"First Adjourned Shareholders Meeting" shall have the meaning ascribed to it in Article 7.10 hereof;

"Fresh Issue" shall have the meaning ascribed to it in Article 5.3.1 hereof;

"GAAP" means the generally accepted accounting principles in India and as amended from time to time;

"Government" or **"Governmental Authority"** shall include the President of India, the Government of India, the Governor and the Government of any State in India, any Ministry or Department of the same and any local or other authority exercising powers conferred by Law (including without limitation any statutory authority, tribunal, board, court or recognised stock exchange) and including any authority or instrumentality thereof;

"Indebtedness" as applied to any Person, means, without duplication, (a) all indebtedness for borrowed money, (b) all obligations evidenced by a note, bond, debenture, letter of credit, draft or similar instrument, (c) that portion

of obligations with respect to capital leases that is properly classified as a liability on a balance sheet in conformity with GAAP, (d) notes payable and drafts accepted representing extensions of credit, (e) any obligation owed for all or any part of the deferred purchase price of property, assets or services, (f) all guarantees of any nature extended by such Person with respect to Indebtedness of any other Person, and (g) all indebtedness and obligations of the types described in the foregoing sub-Articles (a) through (f) to the extent secured by any Encumbrance on any property or asset owned or held by that Person regardless of whether the indebtedness secured thereby shall have been assumed by that Person or is non-recourse to the credit of that Person;

"Indemnified Director(s)" shall have the meaning ascribed to it in Article 6.13 hereof;

"Ineligible Persons" shall mean any Person (i) that is a Prohibited Person, or (ii) that is named on the lists promulgated by the United Nations Security Council or its committees pursuant to any resolution under Chapter VII of the United Nations Charter, or (iii) any of the individuals or entities named on the World Bank Listing of Ineligible Firms (see www.worldbank.org/debarr);

"Initial Investment Amount" means INR 924,477,744 (Indian Rupees Nine Hundred and Twenty Four Million Four Hundred and Seventy Seven Thousand Seven Hundred and Forty Four only);

"Initial Securities" means approximately 311,871 (three hundred and eleven thousand eight hundred and seventy one) CCPS of the Company and approximately 408,924 (four hundred and eight thousand nine hundred and twenty four) Equity Shares of the Company;

"Intellectual Property Rights" means in relation to any Person, all patents, trademarks, service marks, logos, trade names, internet domain names, rights in designs, copyright and moral rights, database rights, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world which are held or beneficially owned by, such Person;

"Investor Amount" means Initial Investment Amount and shall include any further amounts invested by the Investor and/or the Investor Group, towards subscription and/or acquisition of any Securities (including where applicable the Subsequent Investment Amount), from time to time and at any time, and all references to such term shall be construed accordingly;

"Investor Consent" means the prior written affirmative consent of the Investor and, unless otherwise notified by the Investor to the Company, shall include the consent of Investor Director in any Board meeting of the Company (as applicable);

"Investor Director" shall have the meaning ascribed to it in Article 6.1 hereof;

"Investor Group" means (i) the Investor, and (ii) the Investor Related Party, together with their successors and permitted assigns;

"Investor Related Party" means the Investor, its subsidiary undertakings and Affiliates, and all officers, employees, authorized representatives and directors thereof;

"Investor ROFO Notice" shall have the meaning ascribed to it in Article 11.6.1 hereof;

"Investor ROFO Offer" shall have the meaning ascribed to it in Article 11.6.1 hereof;

"Investor ROFO Period" shall have the meaning ascribed to it in Article 11.6.1 hereof;

"Investor ROFO Price" shall have the meaning ascribed to it in Article 11.6.1 hereof;

"Investor ROFO Shares" shall have the meaning ascribed to it in Article 11.6.1 hereof;

"Investor Securities" shall mean the Initial Securities together with any additional Shares subscribed and/or acquired by Investor and/or any member of the Investor Group, and any Shares issued by the Company from time to time to the Investor and/or any member of the Investor Group, including without limitation any Shares issued pursuant to the investment of the Subsequent Investment Amount and shall include any accruals therefrom;

"Investor" shall mean Sabr India Investment Pvt. Ltd., which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns;

"Key Management Personnel" means and includes the key management personnel of the Company, including the Managing director, Chief Executive Officer, the Chief Operating Officer, the CFO (or persons with equivalent designations and positions, by whatever name so called) and Mr. Gaurav Jain (irrespective of his designation);

"Law" includes all statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Government, statutory authority, tribunal, board, court or recognised stock exchange and, if applicable, international treaties and regulations, and shall include all amendments, modifications, consolidations and/or re-enactments thereof;

"Lenders", with respect to the Finance Documents shall mean and include HDFC Bank Limited, ICICI Bank Limited and Tata Motors Finance Limited;

"Liquidation Preference Amount" shall have the meaning ascribed to it in Article 15.4.1 hereof;

"Losses" means all losses, claims, costs, liabilities and damages (whether or not resulting from third party Claims), including interests and penalties with respect thereto and out-of-pocket expenses, including reasonable attorneys' and accountants' fees and disbursements and shall not include any indirect, notional or consequential losses, such as loss of profit, business, opportunity, goodwill etc;

"Material Adverse Effect" means any (a) event, occurrence, fact, condition, change, development or effect that, is, or may reasonably be, materially adverse to the valuation, business, operations, prospects, results of operations, condition (financial or otherwise), properties (including intangible properties), assets (including intangible assets) or liabilities of the Company or Coldex Logistics, or on the implementation of the Annual Budget, or (b) material impairment, of the ability of the Company or the Promoters to perform their respective obligations hereunder; and **"Material Adverse Change"** shall mean the occurrence of any event that results in a Material Adverse Effect;

"Material Contracts" means:

- (a) all Finance Documents pertaining to any debt/facility/loan of an amount exceed INR 60,000,000 (Indian Rupees Sixty Million only);
- (b) all contracts with any customer for the provision of services by the Company or its Subsidiaries, which at any point during the term of such contract contributes or are likely to contribute at least 7% (seven percent) of the total gross revenue of Company or its Subsidiaries in a Financial Year;
- (c) all vendor/ supplier contracts for the purchase of vehicles, refrigeration equipment, fabrication services and vehicular tyres, and all other vendor/ supplier contracts exceeding an annual contract value of INR 30,000,000 (Indian Rupees Thirty Million only) but excluding any contracts for spot purchase of petroleum or diesel or other fuel used by the Company in the ordinary course of business;
- (d) each of the contracts entered into with Key Management Personnel; and
- (e) any exclusive arrangements (or arrangements of like nature) with any customers, contractors and/or service providers (other than short term agreements or arrangements having a validity period not exceeding 11 (eleven) months);

"New ESOP Plan" means an employee stock plan adopted by the Company, in consultation with the Investor, in accordance with the terms agreed in writing between the Company and the Shareholders;

"OFS" shall have the meaning ascribed to it in Article 13.1 hereof;

"Overriding Articles" shall mean Article 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 18;

"PAT" means audited consolidated profit after Tax of the Company as certified by the Auditors of the Company;

"Person(s)" means any individual, sole proprietorship, unincorporated association, unincorporated organization, body corporate, corporation, company, partnership, unlimited or limited liability company, joint venture, Government Authority or trust or any other entity or organization;

"Prohibited Person" means any Person that is named on the ADB Sanctions List;

"Promoter Nominee Directors" shall have the meaning ascribed to it in Article 6.1 hereof;

"Promoter Retention Threshold" shall have the meaning ascribed to it in Article 11.1 hereof;

"Promoters" means and includes the following, Mr. Gaurav Jain, Mrs. Santosh Jain, Mrs. Tanu Jain, Om Prakash & Sons (HUF), Mr. Om Prakash Jain, Mrs. Charu Kotia, M/s Arihant Roadlines (India) Private Limited, Mr. Amit Mittal and Ms. Achla Mittal;

"Proposed Purchaser" shall have the meaning ascribed to it in Article 14.1.1 hereof;

"QIPO" means an initial public offering, underwritten in accordance with existing and consistent market practices, of Equity Shares by the Company in accordance with the provisions of Article 12 hereof, pursuant to which the Equity Shares are listed on the Exchange(s), and which satisfies each of the following conditions: (a) the Equity Shares are listed or quoted on any Exchange, (b) the initial public offering is consummated no later than the expiry of December 31, 2020 (the **"QIPO Deadline Date"**) or such other extended date as the Investor may consent to in writing, (c) the initial public offering is managed and underwritten by an Underwriter, (d) the proportion of primary and secondary shares being sold/issued, is as determined in accordance with Article 12 hereof, and (e) the initial public offering complies with all applicable legal, regulatory and listing requirements;

"Relative" shall have the meaning assigned to the term in the Act;

"Reserved Matters" means each of the matters specified in Annex 2 (*Reserved Matters*) hereto; **"Right of First Offer"** shall have the meaning ascribed to it in Article 11.6.1 hereof;

"Right of First Refusal" shall have the meaning ascribed to it in Article 11.4.1 hereof;

"ROFR Acceptance Notice" shall have the meaning ascribed to it in Article 11.4.2 hereof;

"ROFR Shares" shall have the meaning ascribed to it in Article 11.4.2 hereof; **"Rupees"** or **"INR"** means the lawful currency of the Republic of India;

"Sale Shares" shall have the meaning ascribed to it in Article 11.4.1 hereof;

"SEBI" means the Securities Exchange Board of India;

"Second Adjourned Board Meeting" shall have the meaning ascribed to it in Article 7.7 hereof;

"Second Adjourned Shareholders Meeting" shall have the meaning ascribed to it in Article 7.10 hereof;

"Secondary Offering" shall have the meaning ascribed to it in Article 12.7 hereof;

"Selling Promoter" shall have the meaning ascribed to it in Article 11.4.1 hereof;

"Share Capital" means the issued and fully paid up Equity Share capital of the Company;

"Shareholders Meeting" means any meeting of the Shareholders of the Company, including any annual or extraordinary general meeting; provided that any reference to Shareholders Meeting shall include all instances where a Written Consent has been obtained in lieu of such meeting;

"Shareholders" shall mean the Investor and the Promoters, collectively and shall include any other Person, who has executed a Deed of Adherence in accordance with these Articles;

"Shares" or **"Securities"** shall mean the Equity Shares, CCPS and/or such other class or series of shares or stock that may be issued by the Company from time to time;

"**Subscription Price**" is INR 1282.58 (Indian Rupees One Thousand Two Hundred and Eighty Two and Five Eight paise only);

"**Subsequent Investment Amount**" shall have the meaning attributed to it in Article 5.2 hereof;

"**Subsidiary**" or "**subsidiary**" in relation to the Company shall mean Coldex Logistics (being a 100% (hundred percent) subsidiary of the Company) and shall include any future subsidiary (as defined in the Act) of the Company;

"**Tag Along Notice**" shall have the meaning ascribed to it in Article 11.5.1 hereof;

"**Tag Along Rights**" shall have the meaning ascribed to it in Article 11.5.1 hereof;

"**Tag Along Securities**" shall have the meaning ascribed to it in Article 11.5.1 hereof;

"**Tax**", "**Taxes**" or "**Taxation**" means all forms of taxation, duties, levies, imposts and social security charges, including without limitation corporate income tax, wage withholding tax, provident fund, employee state insurance and gratuity contributions, value added tax, customs and excise duties, capital tax and other legal transaction taxes, stamp duty, dividend withholding tax, real estate taxes, other municipal taxes and duties, environmental taxes and duties and any other type of taxes or duties in any relevant jurisdiction, together with any interest, penalties, surcharges or fines relating thereto, due, payable, levied, imposed upon or claimed to be owed in any relevant jurisdiction;

"**Threshold Percentage**" means 10% (ten percent) of the issued and paid-up Share Capital of the Company, as computed on a fully diluted and as converted basis, provided however, the term "Threshold Percentage", specifically in relation to the right under Article 8.2 shall mean 5% (five percent) of the issued and paid-up Share Capital of the Company, as computed on a fully diluted and as converted basis;

"**Threshold Price**" shall mean INR 1,356 (Indian Rupees One Thousand Three Hundred and Fifty Six only) per Equity Share; provided that where the Company undertakes any Fresh Issue to the Investor at a price per Equity Share (as computed on a fully diluted basis, and as converted basis) that is less than the Threshold Price ("**Lower Price**"), then the Threshold Price, immediately subsequent to such Fresh Issue, shall be deemed to be adjusted and reduced to such Lower Price;

"**Transfer Notice**" shall have the meaning ascribed to it in Article 11.4.1 hereof;

"**Transfer Period**" shall have the meaning ascribed to it in Article 11.4.2 hereof;

"**Transfer Period**" shall have the meaning ascribed to it in Article 11.4.2 hereof;

"**Transfer Price**" shall have the meaning ascribed to it in Article 11.4.1 hereof;

"**Transfer**" includes any transfer, assignment, sale, disposal, lease or Encumbrance; the terms "**Transferor**" and "**Transferee**" shall be interpreted accordingly;

"**Underwriter**" means an internationally recognised and reputed investment banking firm of recognised high standing in the market in which the Equity Shares are to be offered appointed by the Company with the Investor Consent;

"**USD**" means United States Dollar; and

"**Written Consent**" means a written consent of the Shareholders of the Company.

3.2 Interpretation

In these Articles, unless the context requires otherwise:

- (a) the **headings** are inserted for ease of reference only and shall not affect the construction or interpretation of these Articles;
- (b) references to one **gender** include all genders;
- (c) any reference to any **enactment** or **statutory provision** is a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted (with or without modification) and includes all instruments or orders made under such enactment;
- (d) words in the **singular** shall include the **plural** and vice versa;
- (e) any reference to **Article**, **Articles** or **Annex** shall be deemed to be a reference to an Article, Articles or Annex of these Articles;
- (f) 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;
- (g) **in writing** or **written** includes any communication made by letter or facsimile or e mail;
- (h) the words **include**, **including** and **in particular** shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (i) where a wider construction is possible, the words **other** and **otherwise** shall not be construed *ejusdem generis* with any foregoing words;
- (j) no provisions of these Articles shall be interpreted in favour of, or against, the Company or the Shareholder by reason of the extent to which the Company or the Shareholder 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; and
- (k) any reference to shareholding on 'fully diluted' and/or 'as converted' basis shall be deemed to be a reference to the shareholding computed on a fully diluted basis, as calculated on the assumption of a conversion of CCPS and any other Dilution Instruments to the maximum possible number of Equity Shares (as determined in accordance with their respective terms of issue).

4. SHARE CAPITAL

4.1 The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* there with.

4.2 Except as required by Law, no person shall be recognized 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 recognize (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.

4.3 Share Certificates

- (i) Every Person whose name is entered as a member in the Register of Members shall be entitled to receive within three months after allotment or within two months after the application for the registration of Transfer (or within such other period as the conditions of issue shall provide)-
 - (a) one certificate for all his shares without payment; or
 - (b) several certificates, each for one or more of his shares, upon payment of one rupee for every certificate after the first.

- (ii) Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid up thereon.
- (iii) In respect of any share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.

4.4 If a share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, not exceeding two rupees, and on such terms, if any, as to evidence and indemnity and the payment of out-of-pocket expenses incurred by the Company in investigating evidence, as the Board think fit.

4.5 Instruments of Transfer

- (i) The instrument of transfer of any Security in the Company shall be executed by or on behalf of both the Transferor and Transferee; and
- (ii) The Transferor shall be deemed to remain a holder of the Security until the name of the Transferee is entered in the Register of Members in respect thereof.

4.6 An application signed by or on behalf of an applicant for shares in the Company followed by an allotment of any shares articles therein, shall be an acceptance of shares within the meaning of these articles, and every Person who thus or otherwise agrees to accept any shares and whose name is entered on the Register of Members shall for the purposes of these Articles, be Shareholders.

5. INVESTMENT AND TERMS OF INVESTMENT

5.1 Investment by Investor

5.1.1 Subject to Article 5.1.3, all rights contained in these Articles shall be available to the Investor so long as the Investor (together with the Investor Group) continues to hold any part of the Investor Securities, and the Company and the Promoters, as the case may be and shall undertake their respective obligations as mentioned in these Articles.

5.1.2 Notwithstanding anything contained elsewhere in these Articles, the rights granted to the Investor and the Investor Group under these Articles may be exercised by the Investor Group severally, but without duplication or multiplication of any rights and subject to Article 5.1.2(i).

Notwithstanding anything to the contrary contained herein, in the event of a Transfer of Securities by the Investor to one or more Person(s) that is not an Affiliate of the Investor (each such Transferee hereinafter referred to as the "**Nominated Transferee**"), the Investor, may at its sole discretion, Transfer any or all of its rights under these Articles or under terms agreed in writing between the between the Company and the Shareholders to the Nominated Transferee(s) subject to the following:

- (i) All the rights of the Investor under Article 3 (*Directors*) and under Article 9 (*Reserved Matters*) shall be exercisable, as a single block, by either the Investor (including the Investor Group) or such Nominated Transferee at the option of the Investor (to be exercised upon completion of the Transfer and communicated to the Company in writing). Provided that pursuant to such Transfer, shareholding of such one or more Nominated Transferees(s) (together with its Affiliates), together with the Investor, collectively is at least equal to the Threshold Percentage.
- (ii) All rights of the Investor under Article 11.2 (*Pre-emptive Rights, Most Favored Investor and Anti-Dilution*), Article 11.4 (*Right of First Refusal of the Investor*), Article 11.5 (*Tag Along Rights*), Article 12 (*Qualified Initial Public Offering*), Article 13 (*Offer for Sale*), Article 14 (*Exit Options*), Article 15.4 (*Liquidation Preference*) and Article 18 (*Consequences of an Event of Default*) shall be available to each of the Investor and any Nominated Transferee(s), as applicable, in proportion to their respective shareholding in the Company.

5.1.3 Notwithstanding anything contained in these Articles, in the event the Investor and/or any Transferee of the Investor ceases to beneficially hold (taken in aggregate for such Investor and all Transferee(s) of the Investor) at least the Threshold Percentage, then the rights and benefits of the Investor and/or such Transferee, and the

obligations of the Company and the Promoters with respect to the Investor and/or such Transferee, under the following Articles shall forthwith cease to be effective:

- (a) Right of the Investor to nominate Investor Director under Article 6 (*Directors*);
- (b) Article 9 (*Reserved Matters*); and
- (c) Article 8.2 (*Inspection Rights*).

Provided that for the purposes of determination of the Threshold Percentage, the issued and paid-up Equity Share Capital (as computed on fully diluted and as converted basis) of the Company as held by the Investor and the Investor Related Party shall be aggregated.

5.2 Subsequent Investment by the Investor

At any time after a period of 12 (twelve) months from March 17, 2016, but no later than 24 (twenty four) months from March 17, 2016, Investor shall have the right (at Investor's sole discretion) but not the obligation to invest an additional sum of upto such amount as agreed in writing between the Company and the Shareholders, in one or more tranches, (the "**Subsequent Investment Amount**"), in the manner as agreed in writing between the Company and the Shareholders.

5.3 Further Capital Contributions:

- 5.3.1 Where prior to the QIPO, there are further contributions (including through fresh issue of Shares, or any rights, options, warrants, appreciation rights or Dilution Instruments) ("**Fresh Issue**") to the Share Capital of the Company, the same shall, subject to the terms hereof (including the Investor Consent), be first offered to the Shareholders, and the Shareholders shall be entitled (but not obligated), to subscribe to such Fresh Issue, to such extent as would enable it to maintain their respective pro-rata shareholding in the Company (as determined on a fully diluted and as converted basis) consequent to such Fresh Issue. The Company shall give the Shareholders a written notice of any such Fresh Issue specifying the terms thereof including but not limited to the number and class of Shares proposed to be issued and the price of the Fresh Issue. ("**Fresh Issue Notice**").
- 5.3.2 For avoidance of doubt, it is hereby, clarified that, the Investor shall be entitled to subscribe to the Fresh Issue itself or through any entity being an Investor Related Party.
- 5.3.3 Each of the Shareholders shall communicate in writing their decision to subscribe (and in case of the Investor to subscribe and/or renounce its right in favour of an Investor Related Party), to the Company, within a period of 30 (thirty) days from the date of receipt (by the Shareholders) of the Fresh Issue Notice ("**Issue Notice Period**"). It is clarified that the Issue Notice Period shall commence from the later of the dates on which the Investor and/or the Promoters receive the Fresh Issue Notice. In the event that the Investor and/or Promoters (as applicable) do not subscribe or renounce its rights as aforesaid, the Board shall have the right, to offer such Fresh Issue to a third Person, subject to the terms of these Articles (including specifically this Article 5.3) and subject to such third Person having executed a Deed of Adherence.

Provided however the Company shall be required to duly complete the issue and allotment of all Shares (to the Shareholders and/or third Person, as applicable) for the purposes of such Fresh Issue within a period of 60 (sixty) days from the expiry of the Issue Notice Period, failing which the provisions of this Article 5.3 shall once again become applicable to such Fresh Issue.

6. DIRECTORS

- 6.1 The Board shall at all times comprise a maximum of 5 (five) directors, from amongst whom, the Promoters collectively shall have the right to nominate 3 (three) directors (the "**Promoter Nominee Directors**") and the Investor shall have the right to nominate 2 (two) non-retiring directors to the Board ("**Investor Director**").
- 6.2 The Promoters and the Investor shall have the right to nominate and maintain in office, remove and replace such number of the total number of directors from time to time as is proportionate to their respective percentage shareholding interests in the Company from time to time and so long as the Investor holds at least the Threshold Percentage, the Investor shall be entitled to nominate at least 1 (one) Investor Director.
- 6.3 The right of the Investor to nominate the Investor Director and the right of the Promoters to nominate the Promoter Nominee Directors shall include the right to nominate their alternate directors as well, and the Company and the

Shareholders shall exercise all their rights and powers and take all requisite actions to ensure that such Person is appointed forthwith as the said director's alternate director. Such alternate directors shall be entitled to attend and vote at meetings of the Board, and to be counted in determining whether a quorum is present in the absence of the appointing/nominating director.

- 6.4 Each of the respective Shareholders and the Company may require the removal of any of its (respective) nominee directors at any time and shall be entitled to nominate another representative, as a director, in place of the director so removed. Each Shareholder shall exercise its rights in such manner so as to cause the appointment of the representative of the other as a director, as aforesaid. In the event a Shareholder at any time notifies the Company, in writing, that it wishes to remove or substitute the Investor Director or the Promoter Nominee Directors, respectively, the other Shareholders shall ensure that consent is given to effect such removal or substitution, and the Shareholders and the Company shall take all necessary steps and actions required in this regard. Provided that notwithstanding anything contained in these Articles or otherwise, Mr. Gaurav Jain, shall at all times (unless otherwise consented to by the Investor) be one of the Promoter Nominee Directors on the Board and the chairman of the Board.
- 6.5 To the extent permissible by 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 the Person nominated by the Investor to be appointed as a director of the Company, is not permitted under applicable Law to be appointed as a director merely by nomination by the Investor, the Promoters and the Company shall call a meeting of the directors within 7 (seven) Business Days of such nomination or at the next Board meeting, whichever is earlier and the Promoter Nominee Directors shall exercise their votes at the such meeting of the Board to vote in favour of the appointment of such Person as a director of the Company, and further that, unless the Investor changes or withdraws such nomination, such Person shall be entitled to be elected as a director of the Company at the next general meeting of the Shareholders of the Company, and the Promoters shall exercise their vote at such general meeting of the Shareholders of the Company in favour of the resolution for election of such Person as a director. If the position of the Investor Director falls vacant for any reason, whatsoever, the Investor shall nominate a replacement for the position of the Investor Director within 30 (thirty) days of occurrence of such vacancy, and such nomination shall be supported by a board resolution of the Investor. In the event of any failure by the Investor to nominate a replacement for the position of the Investor Director, within the aforesaid time period, the Company shall be required to obtain the prior written consent of the Investor with respect to any Reserved Matter.
- In the event of the resignation, retirement or vacation of office of an Investor Director, the Investor shall be entitled to nominate another representative, as a director, in place of such Investor Director, and the Promoters shall exercise their rights in such manner so as to cause the appointment of such representative nominated by the Investor.
- 6.6 The Investor Director shall form a part of each of the committees and sub-committees of the Board, if any.
- 6.7 The directors shall not be required to hold any qualification Securities.
- 6.8 The chairman of the Board shall not have a casting vote.
- 6.9 In the event of listing of the Securities of the Company, and notwithstanding that the Investor Director may be an independent director (as such expression is defined at the relevant time in any listing agreement of a stock exchange, which may be entered into at any time between the Company and the relevant stock exchange at the time of listing), the 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 the listing agreement.
- 6.10 Without prejudice to the above, the Company and the Promoters shall exercise all powers and rights available to them, so as to ensure the constitution of the Board in accordance with this Article 6, and to ensure that the Persons nominated by the Investor 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 6 result in the Person nominated/appointed or removed becoming or ceasing to be a director of the Company.
- 6.11 Notwithstanding anything contained in these Articles:

- (a) the Investor Director shall not be deemed to be, in charge of, or responsible for the day-to-day management of the Company or its Subsidiaries;
 - (b) the Investor Director shall not be liable for any default or failure of the Company or its Subsidiaries in complying with the provisions of any applicable Laws; and
 - (c) the Investor Director shall not be identified as officers in default or person-in charge of, or person responsible for any business affairs of, the Company or its Subsidiaries, or as occupier of any premises used by the Company or its Subsidiaries, or as employers of the employees of the Company or its Subsidiaries.
- 6.12 The Company shall obtain and, at all times, maintain key man and director's and officer's liability insurance, for an amount satisfactory to the Investor.
- 6.13 The Company and the Promoters shall, jointly and severally, indemnify all non-executive independent directors, and the Investor Director (collectively the "**Indemnified Director(s)**") to the fullest extent permitted by applicable Law, including against:
- (a) any act, omission or conduct of or by the Company and/or the Promoters or their employees or agents as a result of which, in whole or in part, the Indemnified Director(s) is made a party to, or otherwise incurs any Loss pursuant to, any action, suit, claim or proceeding arising out of or relating to any such conduct; or
 - (b) any action or failure to act, undertaken by an Indemnified Director at the request of or with the consent of the Company or the Promoters, except for any Loss suffered as a consequence of such Indemnified Director's wilful negligence or default; or
 - (c) any and all Losses suffered, incurred and/or sustained by the Indemnified Director or to which such Indemnified Director becomes subject, directly or indirectly, as a result of, or relating to, the covenants set forth in this Article 6.13; or
 - (d) any action or proceedings taken against an Indemnified Director in connection with a contravention of any Law, including, without limiting the generality of the foregoing, the Foreign Exchange (Management) Act, 1999, Laws relating to provident fund, gratuity, labour, environment and pollution, to the extent of such contravention on account of the Indemnified Director having acted (or omitted) in accordance with the consent or authorisation of the Company.

For the avoidance of doubt, the obligations of the Company and the Promoters with respect to the indemnification of the Indemnified Director, pursuant to Article 6.13, shall survive the Indemnified Director ceasing to be a director on the Board.

- 6.14 The composition of the board of directors of all Subsidiaries of the Company shall be the same as the Board of the Company, as regards representation of the Shareholders. All rights available to the Shareholders under this Article 6 in so far as the Company is concerned shall apply *mutatis mutandis* in respect of each Subsidiary of the Company. The Shareholders undertake to take all necessary steps as may be required in Law to cause the Company to give effect to this Article 6.14.
- 6.15 If any director, being willing shall be called upon to perform extra services or to make any special exertions for the purpose of the Company, the Company may remunerate such director either by fixed sum or at a percentage of profits or otherwise as may be determined by the Board subject however to provisions of section 188 of the Act.
- 6.16 The Board shall have power to appoint from time to time a person/persons as additional director/directors who shall hold office until the next following general meeting.
- 6.17 Subject to the Overriding Articles, the Board may meet for the dispatch of business, adjourn and otherwise regulate its meetings it thinks fit.
- 6.18 Subject to the Overriding Articles, including specifically Article 9, save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by majority of votes.

- 6.19 The director shall, subject to the other terms of these Articles and subject to the provision of Section 179 of the Act, have the right to delegate all or any their powers to such managers, agents, or other persons as they may deem fit time to time and may of their own discretion revoke such powers.
- 6.20 Subject to the Overriding Articles and subject to the provisions of section 196 of the Act or any statutory modification thereof, the Board may at any time appoint one or more of the directors to be a managing director or a whole time director to conduct the business of the Company and may make such appointment on such terms and may from time to time vest in or assign to the Managing or whole time director such powers, discretions and duties as any seem expedient but subject always to the general superintendence, control and direction of the Board which may from time to time revoke, withdraw, alter, or vary all or any such power.
- 6.21 Notwithstanding anything contained in any other article of Articles of Association as long as the Company has availed financial assistance from Yes Bank Limited and till such time such financial assistance is fully repaid, Yes Bank Limited shall be entitled to (a) nominate a director on the Board of Directors of the company (such person shall hereinafter referred to as “Lender’s Nominee Director “) (b) and to remove such person nominated and to nominate any other person in his place. Further such Lender’s Nominee Director shall not be liable to retire by rotation or removal by the Company till the financial assistance is repaid by the Company.

***Amended at EGM dated 18.01.2018 by Special Resolution**

7. CORPORATE GOVERNANCE

- 7.1 The Company shall seek to comply with international best practices in corporate governance, and shall maintain and the Promoters shall cause the Company to maintain, the books and accounts of the Company in accordance with applicable Law and GAAP, including, without limitation, the preparation of the accounts of the Company, in accordance with the actuarial method of accounts (in accordance with GAAP).

7.2 Meetings of the Board

The Board shall be responsible for the overall direction, supervision and management of the Company, and shall meet, as necessary, to discharge its duties. The Board shall meet at least once every quarter and at least 4 (four) times a year at such location, as the Board shall, from time to time determine in accordance with and subject to the Constitutional Documents. In addition to meetings of the Board, the Board may act by circular resolution on any matter except those matters, which under the Act must only be acted upon at a meeting in person of the Board. The Board shall also have the power to delegate such necessary powers to any committee and/or sub-committee, as to enable them to comply with their obligations under these Articles. All costs incurred by the Investor or the Investor Director relating to such meetings of the Board shall be borne by the Investor.

- 7.3 At least 14 (fourteen) Business Days' notice of each Board (or committee of the Board) meeting, shall be given to each director (or member), unless all the directors (including the Investor Director) consent to a shorter period. The agenda for each Board (or committee of the Board) meeting and all papers connected therewith and/or proposed to be placed or tabled before the Board (or committee of the Board) shall be circulated together with the notice and, no items, save and except those specified in the agenda, may be discussed at any Board (or committee of the Board) meeting, except with the prior written consent of the Investor Director. 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.

Members of the Board or any committee thereof shall, unless prohibited by applicable Law, be afforded the opportunity to, and may participate in a meeting of the Board or such committee, as the case maybe, by means of conference telephone, video conference or similar communications equipment by means of which all Persons participating in the meeting can hear each other and participation in a meeting pursuant to this provision shall, constitute presence in person at such meeting. A resolution in writing (in one or more counterparts) and signed by all the directors for the time being or all the members of a committee of directors (an alternate director being entitled to sign such resolution on behalf of his appointer), as the case maybe, shall be as valid and effective as if it had been passed at a meeting of the directors or committee, as the case may be, duly convened and held. The Shareholders shall cause their nominee on the Board and/or representatives at any Shareholders Meeting, to table before the Board and/or the Shareholders of the Company, any matter that the Investor proposes to be discussed by the Board and/or the Shareholders of the Company.

- 7.4 The audit and compensation committee shall be a sub-committee of the Board, in which the Investor Director shall be a voting member. The Investor Director shall be a voting member of all the sub-committees constituted by the Board. The quorum provisions in Article 7.6 and Article 7.7 shall apply to meetings of the committees and sub-committees (of the Board) as may be constituted.
- 7.5 Subject to Article 9, all resolutions in relation to the Company, which are required by applicable Law to be referred to or adopted by the Board or any sub-committee thereof, shall be adopted by the majority required, for such matters under applicable Law.
- 7.6 No meeting of the Board may proceed to transact any business in relation to any matter unless a quorum is present at the start of, and throughout, such meeting. The quorum of all Board meetings shall be one third of the total number of directors on the Board or 2 (two) directors, whichever is higher, subject to at least 1 (one) Investor Director and 1 (one) Promoter Nominee Director being present.
- 7.7 In the event that there is no quorum on the specified date and within 30 (thirty) minutes of the specified time indicated in the notice calling the Board meeting, then such meeting shall stand adjourned to the same day of the immediately following week, at the same time and place (if such day is not a Business Day, then the meeting shall be held on the next Business Day at the same time and place) ("**First Adjourned Board Meeting**"), and the quorum requirements as set out in Article 7.6 shall apply to such First Adjourned Board Meeting. If there is no quorum within 30 (thirty) minutes of the appointed time at the First Adjourned Board Meeting then the meeting shall be adjourned to the next Business Day at the same time ("**Second Adjourned Board Meeting**"). The quorum at the Second Adjourned Board Meeting shall be any director present thereat and all business transacted thereat shall be regarded as having been validly transacted and all resolutions passed thereat shall be regarded as having validly passed, provided that no decision regarding any Reserved Matter at any meeting (including any adjourned meeting) shall be taken unless the consent of the Investor has been obtained in accordance with Article 9.

The provisions of this Article shall apply *mutatis mutandis* to meetings of committees and sub-committees constituted by the Board. If any decision is required to be taken on any matter pertaining to a Subsidiary, which with reference to the Company would be a Reserved Matter, it shall be put to vote at a board meeting of such Subsidiary only if such matter has been approved by the Board subject to the provisions of Article 9.

Shareholders meeting:

- 7.8 Subject to Article 9, all resolutions in relation to the Company which are required by applicable Law to be referred to or passed by Shareholders must be passed by the majority required for such matters under applicable Law. All meetings of the Shareholders shall be held in accordance with the Act. If any decision is required to be taken on any Reserved Matter pertaining to a Subsidiary, it shall be put to vote at a shareholders meeting of such Subsidiary only if such matter has been approved by the Shareholders of the Company at a duly convened meeting subject to the provisions of Article 9.
- 7.9 At least 21 (twenty one) Business Days' notice shall be provided of any meeting of the Shareholders, unless all the Shareholders consent to meetings with shorter notice. The agenda for each Shareholders' Meeting and all necessary information and papers, connected therewith and/or proposed to be placed or tabled before the Shareholders at the Shareholders' Meeting shall be circulated together with the notice, and no items, save and except those specified in the agenda, may be discussed and resolved at any Shareholders' Meeting, except with the consent of the Investor.
- 7.10 Subject to Article 9, the quorum for a Shareholders Meeting shall be arrived at in accordance with the Act, subject to 1 (one) authorised representative representing the Investor and a Promoter being present. If the quorum is not present for the meeting on the specified date and within 30 (thirty) minutes of the specified time indicated in the notice convening the meeting of Shareholders, the meeting shall stand adjourned to the same day of the immediately following week at the same time (if such day is not a Business Day, then the meeting shall be held on the next Business Day at the same time) ("**First Adjourned Shareholders Meeting**"), and the abovementioned quorum requirements shall apply to such First Adjourned Shareholders Meeting. If there is no quorum within 30 (thirty) minutes of the appointed time at the First Adjourned Shareholders Meeting then the meeting shall be adjourned to the next Business Day at the same time ("**Second Adjourned Shareholders Meeting**"). The quorum at the Second Adjourned Shareholders Meeting shall be the Shareholders present thereat and all business transacted thereat shall be regarded as having been validly transacted and all resolutions passed thereat shall be regarded as having validly passed, provided that no decision regarding any Reserved Matter at any meeting

(including any adjourned meeting) shall be taken unless the consent of the Investor has been obtained in accordance with Article 9 .

7A. General meetings

- (a) All general meetings other than the annual general meetings shall be called extraordinary general meetings.
- (b) The Board may, whenever it thinks fit, call an extraordinary general meeting.
- (c) The chairman, if any, of the Board shall preside as chairman at every general meeting of the Company.
- (d) If there is no such chairman or if he is not present within 15 (fifteen) minutes after the time appointed for holding the meeting or is unwilling to act as chairman of the meeting the directors shall elect one of their members to be the chairman of the meeting.
- (e) If at meeting, no directors is willing to act as the chairman or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be the chairman of the meeting.
- (f) Any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

8. INFORMATION RIGHTS

8.1 The Company shall promptly provide to the Investor all such information as it may reasonably request, in a manner and form satisfactory to the Investor, including without limitation:-

- (a) standard monthly (within 15 (fifteen) days after the end of each month), quarterly (within 30 (thirty) days after the end of each quarter) and annual (within 45 (forty five) days after the end of each Financial Year) MIS statements produced by the Company, together with a management summary for the work in pipeline, for the immediately succeeding period (including projections with respect to the expected volumes and the details of the customers from which the same is expected);
- (b) as soon as available, but within 60 (sixty) days (and in no event later than 90 (ninety) days) after the end of each Financial Year, a copy of the provisional consolidated balance sheet of the Company and its Subsidiaries as at the end of such Financial Year and the related consolidated statements of income, statements of changes in shareholders' equity of the Company and its Subsidiaries and/or joint ventures, as applicable 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;
- (c) as soon as available, but within 90 (ninety) days (and in no event later than 120 (one hundred and twenty) days) after the end of each Financial Year, a copy of the audited consolidated balance sheet of the Company and its Subsidiaries as at the end of such Financial Year and the related consolidated statements of income, statements of changes in shareholders' equity of the Company and its Subsidiaries and/or joint ventures, as applicable 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 an opinion of the external auditor of the Company, which opinion shall state that such auditor's audit was conducted in accordance with GAAP and that it is not subject to any qualification resulting from a limit on the scope of the examination of the financial statements or the underlying data or which could be eliminated by changes in the financial statements or the notes thereto or by the creation of or increase in a reserve or a decreased carrying value of assets; 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, and shall be certified by the CFO of the Company;
- (d) as soon as available, but in any event not later than 45 (forty five) days after the end of each quarter, the unaudited consolidated balance sheet of the Company and its Subsidiaries as at the end of such quarter and the related unaudited consolidated statements of income, statements of changes in shareholders' equity and statements of cash flows of the Company and its subsidiaries for such quarter and for the elapsed period in

such Financial Year, 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 CFO 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;

- (e) minutes of meetings of the Board, its committees and the shareholders of the Company and its Subsidiaries, within 30 (thirty) days of the occurrence of such meetings and any such further information as requested by the Investor based on the review of the minutes of the meetings of the Board, its committees and the shareholders of the Subsidiaries by the Investor;
- (f) at least 30 (thirty) days prior to the end of each Financial Year, a budget for the next Financial Year, including operating and capital budgets and such other information requested by the Investor;
- (g) details of any Material Adverse Change, *inter-alia*, with respect to the business, operations, condition (financial or otherwise), prospects, results of operations, properties, assets or liabilities of the Company including resignation of any Key Management Personnel, no later than the expiry of 15 (fifteen) Business Days from the occurrence of such Material Adverse Change;
- (h) within 15 (fifteen) days of receipt, a copy of any other report or communication received by the Company from its auditors or other financial advisors relating to the financial position or affairs of the Company and its Subsidiaries, which is material in nature;
- (i) Notification of any litigation initiated against the Company and its Subsidiaries, the claim quantum of which is in excess of INR 10,000,000 (Indian Rupees Ten Million only) or which would otherwise have a material impact on the Company and its Subsidiaries, within a reasonable time. On quarterly basis, the Company shall provide an updated list of such cases and all accident and permanent injury related legal cases.

8.2 Upon notice of not less than 5 (five) Business Days, and till such time as the Investor holds at least the Threshold Percentage, the Company shall give full access to the Investor and its authorized representatives (including lawyers, accountants and/ or other advisers) to visit and inspect all properties, assets, corporate, financial and other records, reports, books, contracts and commitments of the Company and its Subsidiaries, and to discuss and consult its business, actions plans, budgets and finances with the directors and executive officers of the Company. All reasonable costs incurred in connection with such inspection shall be borne by the Investor provided that costs of remedial actions to be taken by the Company, that are mutually agreed between the Shareholders as necessary or desirable, shall be borne by the Company.

8.3 The Company shall promptly provide to the Investor such other financial information, reports or supporting documents as may reasonably be requested by the Investor.

8.4 The Investor may, at any time, require that the above information be provided to the Investor Director in place of, or in addition to the Investor.

9. RESERVED MATTERS

9.1 Notwithstanding anything contained in these Articles, no action or decision shall be taken and/or no resolution shall be adopted in respect of a Reserved Matter, at a Shareholders Meeting, a Board meeting or any committee or sub-committee thereof, or by any of the employees, officers or managers or any Subsidiary of the Company, or by the Shareholders of the Company, unless such action, decision or resolution has received the Investor Consent.

Provided that the Investor shall, notwithstanding anything contained herein, in respect of any Reserved Matter (and/or specific instance thereof), be entitled to accord its consent and/or dissent to such Reserved Matter (and/or specific instance thereof), in writing, and such written consent and/or dissent shall be deemed to be the consent and/or dissent of the Investor for such Reserved Matter (and/or specific instance thereof), *inter-alia*, for the purposes of any meeting of the Board and/or Shareholders Meeting.

9.2 The Company shall not put any Reserved Matter to vote at a Shareholders Meeting unless it has first been approved by a resolution passed at a Board meeting with the affirmative vote of the Investor, provided that the Investor shall

at its sole discretion have the right to escalate any Reserved Matter item to the decision by the Shareholders of the Company at a general meeting.

- 9.3 The Investor may in its sole discretion be entitled to waive its right under this Article to an affirmative vote, in respect of any Reserved Matter and shall communicate such waiver to the Company in writing.
- 9.4 The Investor shall use reasonable endeavours to communicate its consent or rejection within 15 (fifteen) days of receipt of requests from the Company with respect to a Reserved Matter (under consideration).
- 9.5 If, at any time, the Investor holds 5% (five percent) or more of the equity share capital of a Competitor, and there is a conflict or potential conflict of interest as a result of such shareholding in the Competitor, then the Investor shall, while exercising its rights under this Article 9, act reasonably and take into account the best interests of the Company.

10. EXERCISE OF RIGHTS

- 10.1 Without prejudice to the Overriding Articles, the Company and the Shareholders shall exercise all powers and rights available to them (including their voting rights and their rights as and in respect of directors on the Board) in support of this Article and so as to procure and ensure that this Article is complied with in all respects by all the Company as well as by the Shareholders.

The Promoters and the Company, jointly and severally, liable to ensure the compliance with these Articles. Further each of the Promoters shall also *inter se*, be, jointly and severally, liable to ensure the performance of these Articles and each of the obligations of the Company and the Promoters under these Articles and under terms agreed in writing between the Company and the Shareholders.

- 10.2 The Promoters shall vote or cause to be voted all Securities bearing voting rights beneficially owned by the Promoters at any Shareholders Meeting or in any Written Consent, executed in lieu of such Shareholders Meeting, and shall take all other actions necessary, to give effect to terms agreed in writing between the Company and the Shareholders and to ensure that these Articles, do not, except to the extent necessitated by the provisions of Law, at any time hereafter, conflict in any respect with any terms agreed in writing between the Company and the Shareholders including, without limitation, voting to approve amendments and/or restatements of these Articles, and removing directors, who take actions inconsistent with any terms agreed in writing between the Company and the Shareholders or fail to take actions required to carry out the intent and purposes of any terms agreed in writing between the Company and the Shareholders. In addition, the Promoters shall vote or cause to be voted all Securities beneficially owned by the Promoters at any Shareholders Meeting or act by Written Consent with respect to such Securities, upon any matter submitted for action by the Company's Shareholders or with respect to which such Shareholder may vote or act by Written Consent, in conformity with these Articles. In the event that there is any conflict between these Articles and any terms agreed in writing between the Company and the Shareholders, the latter shall prevail and the Shareholders (but not the Company) shall to the extent necessary, cause the change, amendment or modification of these Articles to eliminate any such inconsistency, to the extent permissible under Law.
- 10.3 In order to effectuate these Articles and the terms agreed between the Company and the Shareholders in writing, and without limiting the generality of Article 10.3 above, (a) whenever any action or vote is required to be taken by the Promoters pursuant to these Articles or the terms agreed between the Company and the Shareholders in writing, the Promoters shall use its best efforts to call, or cause the appropriate officers and directors of the Company to call, one or more Shareholders Meetings to take such action or vote, and to attend such Shareholders Meetings in person or by proxy for purposes of obtaining a quorum, or to execute or cause to be executed a Written Consent to effectuate such shareholder action, (b) the Promoters shall use its best efforts to cause the Board to adopt, either at a meeting of the Board or by unanimous written consent of the Board, all the resolutions necessary to effectuate these Articles or the terms agreed between the Company and the Shareholders in writing, and (c) shall use its best efforts, to the extent not in violation of applicable Law, to cause the Board to cause the Company Secretary of the Company, or if there be no Company Secretary, such other officer of the Company as the Board may appoint to fulfil the duties of Company Secretary, not to record any vote or consent contrary to the terms of this Article 10.3.

11. DEALINGS IN SECURITIES

- 11.1 Non Disposal Undertaking

- (a) Notwithstanding anything contained in these Articles, the Promoters shall at all times collectively maintain not less 53.28% (fifty three point two eight percent) of the legal and beneficial ownership of the Securities, computed on a fully diluted and as converted basis

("Promoter Retention Threshold"). The Promoters shall maintain the Promoter Retention Threshold free of all Encumbrances other than in favour of a lender as set out in Article 11.1(d) below.

Provided that the restriction in this Article 11.1(a) shall not be applicable to: (i) Transfers *inter-se* the Promoters and the Affiliates of the Promoters, subject to such Transferee executing a Deed of Adherence; or (ii) any Transfer by the Promoters as a part of a QIPO undertaken in accordance with these Articles; or (iii) any Transfer of up to 33,500 (thirty three thousand five hundred) Securities held by the Promoters.

- (b) The Promoters shall not, except with the prior written consent of the Investor and at all times subject to these Articles, directly or indirectly, Transfer any Securities held by it in the Company, where as a result of such Transfer, the aggregate shareholding of the Promoters in the Company would fall below the Promoter Retention Threshold.
- (c) Any Transfer and/or any attempted Transfer of any Securities or any interest therein, which is in violation of these Articles shall be null and void *ab initio*, no such Transfer shall be recorded on the Company's books and the purported entity to which such Securities have been Transferred shall not be treated (and the exiting holder (being the Promoters) shall be treated) as the owner of such securities for all purposes and the Company and the Shareholders shall do all acts, deeds or things to prevent such Transfer from being given effect to.
- (d) The Promoters may create an Encumbrance over the Securities held by them in the Company, in favour of (i) scheduled commercial bank, or (ii) financial institutions having a credit rating of AAA (or equivalent rating) or AA (or equivalent rating) as designated by a SEBI approved credit rating agency (or any other credit rating agency approved by the Investor), or, (iii) any of: Aditya Birla Finance Limited, Bajaj Finserv Limited, Kotak Mahindra Capital Company Limited, Edelweiss Financial Services Limited, L&T Finance Limited, Religare Finvest Limited, Reliance Capital Limited, Shriram Transport Finance Company Limited, Srei Infrastructure Finance Limited and Tata Capital Limited, to secure any financial facility extended to the Company or its Subsidiaries.

11.2 Pre-emptive Rights, Most Favoured Investor and Anti Dilution

11.2.1 Most Favoured Investor

The Company shall not at any time issue any Security to any Person on terms more favourable (including as regard pricing and/or rights of the Securities) than those available to the Investor, save with the prior written consent of the Investor. Subject to the terms hereof, in the event that the Company at any time issues Securities to any Person on terms that are more favourable than those available to the Investor (irrespective of whether the Investor's consent has been obtained for such issue), all such favourable terms shall immediately become available to the Investor, and these Articles shall be deemed to be automatically amended to include such more favourable terms. The Promoters and the Company shall take all necessary steps, including obtaining any Approvals for providing such more favourable rights to the Investor. Further in the event that, the applicable Law does not permit the more favorable rights to be automatically (including by way of a deemed amendment to these Articles) available to the Investor, then, all such more favorable rights will be available to the Investor upon the subscription by the Investor to a minimum number of Securities (at the lowest permissible price per Security under applicable Law); and the Company shall (and the Promoters shall cause the Company to) forthwith undertake such issue and allotment of Securities (where so sought by the Investor) for the purposes of making all such more favorable rights available to the Investor.

11.2.2 Anti Dilution

- (a) The Company shall not, and the Promoters shall ensure that the Company does not, at any time, issue any Dilution Instruments, without the prior written consent of the Investor. Provided that the Company may, subject to the prior written consent of the Investor, issue such Dilution Instruments on terms and conditions acceptable to the Investor. In the event that the Investor consents to the issue by the Company of the Dilution Instruments and the terms and conditions of such Dilution Instruments, the Company shall proceed to issue the Dilution Instruments subject to this Article 11.2.2 and Article 5.3 .

- (b) Subject to Article 11.2.2(a) above, the Company shall not and the Promoters shall procure that the Company does not, issue, and the Promoters do not Transfer any Dilution Instruments, at a price less than the Threshold Price.
- (c) In the event, subject to the receipt of the prior consent of the Investor, the Company issues or the Promoters Transfer any Dilution Instrument (or Securities) to a Person other than the Investor, at a price per Security lower than the Threshold Price (such lower price being referred to as the "**Dilution Price**"), then without prejudice to any other rights of the Investor, the Investor shall also have the right, to an appropriate adjustment on a full ratchet basis, as if all its Investor Securities, and the Investor Amount had been invested by the Investor, at such Dilution Price. For the purposes of the foregoing, the Investor without limitation, shall have the right (but not the obligation) to acquire such additional Shares by (i) adjusting the conversion price of the CCPS held by the Investor in accordance with the terms of such CCPS as set out in Annex 1 hereto; or (ii) causing the Company to issue (and the Promoters shall ensure that the Company issues) additional Securities as a bonus issue; or (iii) cause the Promoters to Transfer to the Investor, such part of the Shares held by the Promoters at the lowest price permissible under applicable Law; or (iv) Company to issue (and the Promoters shall ensure that the Company issues) additional Securities at the lowest price permissible under applicable Law, as it would have been entitled to receive, had the Investor invested the Investor Amount at such Dilution Price.

11.2.3 Without prejudice to the generality of the foregoing, it is further clarified that the Investor Securities shall always be proportionally adjusted for any share split, share recapitalizations, and/or any similar arrangements, so as to at all times maintain, the percentage shareholding of the Investor in the Company, on a fully diluted and as converted basis.

11.2.4 In the event that the applicable Law or regulation at such time does not permit such additional Shares to be issued to or subscribed by the Investor in accordance with this Article 11, then the Shareholders and the Company shall mutually discuss and determine with the Investor, an acceptable mechanism, whereby the Promoters and/or the Company shall indemnify and protect the Investor to the extent that the Investor has not been compensated.

11.3 **Transfer by Investor**

11.3.1 The Investor shall have the unrestricted right (and no Transfer restrictions shall apply) to Transfer any of Securities of the Company to any Person in the manner provided in these Articles (other than to a Competitor prior to the QIPO Deadline Date, for which the prior written consent of the Promoters shall be required), including but not limited to any member of the Investor Group (subject however to Article 5.1).

11.3.2 Such unrestricted right (as set out in Article 11.3.1 above) is subject to Article 11.6 and also subject to such Transferees executing a Deed of Adherence. The Company and the Promoters shall provide all the assistance as may be required by the Investor and the Transferee third party toward such Transfer.

Provided that, save and except as set out in Article 5.1 (*Investment by Investor*) and notwithstanding anything contained in these Articles (including in this Article 11.3 or Article 11.6 (*Right of First Offer to the Promoters*)) or otherwise, the Investor shall in exercise of any rights under Article 14.1 (*Substantial Stake Sale*), and/or Article 18 (*Consequences of Events of Default*), be entitled to Transfer Securities (together with (where so required) any assignment of its rights and/or obligations under these Articles or under any terms agreed in writing between the Company and the Shareholders) to any Person, including a Competitor (without any requirement of obtaining the prior consent of the Promoters).

11.4 **Right of First Refusal of the Investor**

11.4.1 Subject at all times to these Articles, and especially the retention requirements on the shares held by the Promoters, in the event any of the Promoters (each a "**Selling Promoter**") proposes, in accordance with the terms of these Articles including Article 11.1, to sell any of the Securities held by such Promoters to any third party purchaser (not being an Affiliate of the Company or the Shareholder), the Investor shall have a right of first refusal ("**Right of First Refusal**") in respect of the Selling Promoter's Securities. For such Right of First Refusal, the Selling Promoter shall send a 30 (thirty) days prior written notice ("**Transfer Notice**") to the Investor, setting out the (i) the number of Securities proposed to be Transferred (hereinafter referred to as the "**Sale Shares**"), (ii) the name and address of the proposed Transferee, (iii) the proposed price, including the proposed amount and form

of consideration and terms and conditions offered by such proposed Transferee, (iv) the date of consummation of the proposed Transfer, (v) identity of the proposed Transferee, and (vi) a representation that the proposed Transferee has been informed of the "Right of First Refusal" and "Tag Along Rights" of the Investor provided for in these Articles.

In the event that the consideration for the proposed Transfer includes consideration other than cash, the Transfer Notice shall include a calculation of the fair market value of such consideration and an explanation of the basis for such calculation. The total value of the consideration for the proposed Transfer is referred to herein as the "**Transfer Price**". Such Transfer Notice shall be accompanied by relevant details of the proposed arrangement and agreements between the Selling Promoter and the proposed Transferee regarding the proposed Transfer. The Transfer Notice shall be irrevocable during the Transfer Period (*defined below*) and shall constitute a binding offer by such Selling Promoter to sell all the Sale Shares to the Investor at the Transfer Price.

- 11.4.2 The Investor shall be entitled to respond to the Transfer Notice by notifying ("**ROFR Acceptance Notice**") the Selling Promoter that it wishes to purchase all (and not less than all) the Sale Shares ("**ROFR Shares**") prior to the expiry of 15 (fifteen) Business Days from the date of receipt of the Transfer Notice ("**Transfer Period**"). Upon the Investor issuing the ROFR

Acceptance Notice, the Selling Promoter shall be obligated, to Transfer all the ROFR Shares to the Investor, and the Investor shall be obligated to pay the Transfer Price in respect of such ROFR Shares. Such Transfer of the ROFR Shares to the Investor and payment of the Transfer Price to the Selling Promoter shall be completed by the Selling Promoter and Investor within 60 (sixty) days of the expiry of the Transfer Period ("**Sale Period**"). The ROFR Acceptance Notice shall, upon issuance, be irrevocable and shall constitute acceptance by the Investor of the offer made by the Selling Promoter to sell all the Sale Shares to the Investor at the Transfer Price.

- 11.4.3 In the event that the Investor does not issue the ROFR Acceptance Notice within the Transfer Period, the Selling Promoter shall be entitled to Transfer the Sale Shares to the proposed Transferee mentioned in the Transfer Notice (subject to such Transferee executing a Deed of Adherence) on the same terms and conditions and for the same consideration specified in the Transfer Notice, within the Sale Period. Further, in the event that the Investor issues the ROFR Acceptance Notice within the Transfer Period, however fails to make payment of the Transfer Price prior to expiry of the Sale Period, then the Selling Promoter shall be entitled to Transfer the Sale Shares to a Transferee (subject to such Transferee executing a Deed of Adherence) at a price and on such terms, as may be deemed fit by the Selling Promoter, within a period of 90 (ninety) days from expiry of the Sale Period.

It is hereby clarified that any failure by the Investor to exercise its Right of First Refusal as set out in this Article 11.4, shall not affect the Tag Along Rights of the Investor as set out in Article 11.5 below.

- 11.4.4 If the Transfer of Sale Shares to the proposed Transferee is not completed within the Sale Period or within a period of 90 (ninety) days following the expiry of the Sale Period (as applicable), the Selling Promoter's right to sell the Sale Shares in accordance with Article 11.4.3 above, to such proposed third party Transferee shall lapse and the provisions of this Article 11.4 and Article 11.5 shall once again apply to such Sale Shares.

11.5 Tag Along Rights

- 11.5.1 Subject to Article 11.1 and Article 11.2 (and after compliance with the requirements thereof) and subject to the Investor having waived (and/or elected not to exercise) its Right of First Refusal under Article 11.4 above, the Investor shall upon receipt of the ROFR Notice, have the right to issue a written notice ("**Tag Along Notice**") to the Promoters prior to the expiry of the Transfer Period, requiring the Promoters to ensure that the proposed Transferee of the Sale Shares also purchases a proportionate extent of the Securities held by the Investor based on the proportion of the Securities sought to be Transferred by the Promoters ("**Tag Along Securities**") at the same price and on the same terms specified in the Transfer Notice ("**Tag Along Rights**"), except that the Investor shall not be required to provide any representations or warranties or provide any covenants or undertakings, grant any indemnifications or incur any obligations to the Transferee other than with respect to its clear title to the Tag Along Securities, and the Investor shall be entitled to receive the cash equivalent of any non-cash component of the Transfer Price. Notwithstanding the foregoing, the Investor shall have the right (but not the obligation) to tag along up to all the Securities held by it pursuant to this Article 11.5 if following a sale of Securities pursuant to a Transfer Notice, the Promoters will cease to have Control over the Company and in such case, the term 'Tag Along Securities' shall be construed accordingly.

- 11.5.2 In the event the Investor decides to exercise its Tag Along Rights, the Promoters shall cause the proposed Transferee to purchase from the Investor all the Tag Along Securities, upon the same terms and conditions as applicable to the Sale Shares. If the proposed Transferee is unwilling or unable to acquire all of the Tag Along Securities and the Sale Shares, the Promoters may elect either to (i) cancel such proposed Transfer to the proposed Transferee, or (ii) after obtaining consent from the Investor, allocate the maximum number of Securities which the proposed Transferee is willing to purchase, first among the Tag Along Securities specified by the Investor in the Tag Along Notice, and the remainder, if any, towards the Sale Shares and to consummate such Transfer in accordance with such allocation. The Promoters shall not be entitled to sell or Transfer any of the Sale Shares to any proposed Transferee, unless the proposed Transferee first purchases and pays for the required number of Tag Along Securities, in accordance with these Articles.
- 11.5.3 Subject to Article 11.4, in the event that the Investor does not deliver a Tag Along Notice to the Promoters prior to the expiry of the Transfer Period, then, upon expiry of the Transfer Period, the Promoters shall be entitled to sell and Transfer the Sale Shares to the proposed Transferee mentioned in the Transfer Notice on the same terms and conditions and for the same consideration, as is specified in the Transfer Notice, within a period of 60 (sixty) days from expiry of the Transfer Period. If the Transfer to the proposed Transferee is not completed within the period of 60 (sixty) days following the expiry of the Transfer Period, the Selling Promoter's right to sell the Sale Shares to such third party shall lapse and the provisions of Article 11.4 and this Article 11.5 shall once again apply to the Sale Shares. Upon issuance of a Tag Along Notice by the Investor, the Investor shall be obligated to sell the Tag Along Securities to the proposed Transferee in the manner set out in this Article 8.5.
- 11.5.4 (a) The Transfer restrictions on the Promoters (including without limitation the provisions of this Article 11) in these Articles shall not be capable of being avoided by the holding of Securities, indirectly through a company or other Person, that can itself be sold in order to dispose of an interest in the Securities free of such restrictions. Any Transfer, issuance or other disposal of any Securities (or other interest) resulting in any change in the Control, directly or indirectly, of the Company, Promoters, or of any Affiliate of the Promoters which holds, directly or indirectly, any Securities, shall be treated as being a Transfer of the Securities held by the Promoters, and these Articles that apply in respect of the Transfer of Securities shall thereupon apply in respect of the Securities so held.
- (b) The Investor shall not be required to pledge or otherwise Encumber the Investor Securities or assist the Company in any other manner (including by way of providing guarantees to be provided in favour of or on behalf of the Company) to any third party, including but not limited to the lenders of the Company.
- (c) In the event of any change of Control of an Affiliate, having the effect that the Affiliate shall no longer be an Affiliate of the Promoters, and in such instance, if such Affiliate holds any Securities, the Promoters shall procure that such Affiliate Transfers the Securities back to the Promoters or their Affiliates, as the case may be, prior to such change in Control of the Affiliate.

11.6 Right of First Offer to the Promoters

- 11.6.1 The Company and the Shareholders acknowledge that the Investor may freely Transfer any Securities held by it to any Person (other than to a Competitor, for which the prior written consent of the Promoters shall be required) in accordance with these Articles, without restriction as to price or otherwise (save as provided in Article 5.1), whether within the Investor Group or to any third Person (other than to a Competitor for which the prior written consent of the Promoters shall be required), subject to execution of the Deed of Adherence by such proposed Transferee. Without prejudice to the ability of the Investor to freely Transfer any Securities, the Investor undertakes to the Promoters that in the event the Investor proposes to Transfer any Investor Securities to a third Person, (other than (i) to a Competitor, for which the prior written consent of the Promoters shall be required, (ii) to an Investor Group entity, and (iii) to a third party pursuant to Article 14.1, for which the Right of First Offer shall not be available to the Promoters), the Investor shall first notify the Promoters of its intention to Transfer said Securities, and the Promoters shall have a right of first offer ("**Right of First Offer**") in respect of the Investor's Securities. The Investor shall send a written notice ("**Investor ROFO Notice**") to the Promoters, informing the Promoters of its intention to sell such number of the Investor Securities as identified in the ROFO Notice ("**Investor ROFO Shares**"). Within 30 (thirty) Business Days of receipt of the ROFO Notice ("**Investor ROFO Period**") the Promoters shall have the right to exercise the Right of First Offer, by the delivery of a written notice to the Investor ("**Investor ROFO Offer**"), offering to purchase all (and not less than all) of the Investor ROFO Shares in accordance with this Article 11.6, specifying, *inter-alia*, the terms and the price at which the Promoters are prepared to acquire such Investor ROFO Shares ("**Investor ROFO Price**").

- 11.6.2 The Investor shall be entitled to accept the Investor ROFO Offer, within 30 (thirty) days of the receipt thereof, and communicate its assent to the Promoters. In such event, where the Investor elects to accept the Investor ROFO Offer, the Promoters shall be obligated to purchase and complete the Transfer of the Investor ROFO Shares within a period of 90 (ninety) days from the issuance of the consent (to the Promoters) by the Investor in respect of the Investor ROFO Offer, on the terms and conditions stated in the said Investor ROFO Offer ("**ROFO Sale Period**").

Provided that where the Promoters do not undertake the Transfer of the Investor ROFO Shares within the ROFO Sale Period subsequent to acceptance of the Investor ROFO Offer by the Investor, the Investor shall be entitled to undertake the Transfer of Investor ROFO Shares to any third Person, at a price and on such terms, as may be deemed fit by the Investor, subject to such Transfer being completed on or prior to the expiry of 180 (one hundred and eighty) days from the expiry of the ROFO Sale Period.

Notwithstanding the foregoing provisions of this Article 11.6.2, (i) in the event that the Investor does not receive an Investor ROFO Offer from the Promoters within the Investor ROFO Period, or (ii) where such Investor ROFO Offer has been received by the Investor (within such Investor ROFO Period) and the Investor (at its sole discretion) elects not to consummate the Transfer of the Investor ROFO Shares, at the terms set out in the Investor ROFO Offer including the Investor ROFO Price, the Investor shall be entitled to Transfer such Investor ROFO Shares, to any third Person subject to such Transfer being completed on or prior to the expiry of 180 (one hundred and eighty) days from the expiry of the Investor ROFO Period.

Provided that where the Investor ROFO Offer has been received by the Investor within the Investor ROFO Period, then in any such Transfer to a third Person:

- (a) the price for the purposes of such Transfer by the Investor, shall be at least 5% (five percent) higher than the Investor ROFO Price; and
- (b) the terms of such Transfer by the Investor shall not be less favorable than those offered by the Promoters under the Investor ROFO Offer.

- 11.6.3 In the event that the Investor is unable to Transfer the Investor ROFO Shares within the expiry of 180 (one hundred and eighty) days from the expiry of the Investor ROFO Period and/or ROFO Sale Period (as applicable), the rights of the Investor to sell such Investor ROFO Shares, to any third Person, in accordance with Article 11.6 shall lapse, and the provisions of this Article 11.6 shall once again apply to such Investor ROFO Shares.

12. QUALIFIED INITIAL PUBLIC OFFERING

- 12.1 The Company shall, and the Promoters shall use best efforts to procure that the Company shall, conduct a QIPO on or before the QIPO Deadline Date, in accordance with the recommendations of an Underwriter and subject to applicable Laws. The QIPO may be a Fresh Issue and/or at the option and sole discretion of the Investor, an offer for sale for all or a portion of the Shares held by the Investor. The QIPO shall be managed by the Underwriter, appointed by the Company. The timing of the QIPO, the price and the number of shares to be offered in the QIPO, shall be based on the recommendations of the Underwriter and subject to Investor Consent.

- 12.2 For the purpose of a QIPO (and/or Secondary Offering), to the extent permissible by Law, the Investor shall not be considered to be a 'promoter' of the Company and the Equity Shares held by the Investor shall not be subjected to a lock-in or other restriction on Transfer, as applicable to a promoter's contribution under the applicable guidelines of SEBI or any other statutory or regulatory authority.

For the purposes of such QIPO (and/or Secondary Offering), the Investor shall not be required to undertake any obligation, *inter-alia*, with respect to disclosures in the offer documents for such QIPO (and/or Secondary Offering) and or enter into any agreements for the purposes of such QIPO (and/or Secondary Offering).

- 12.3 In the event of a QIPO (and/or Secondary Offering), the Company and Promoters shall be obligated to offer such number of Shares (in addition to the Shares offered by the Investor, if any, for sale in the QIPO), as may be (a) required under applicable Law at the time, to meet the minimum float requirements under applicable Law and/or (b) as specified by the Investor, and in order to comply with such requirements, the Company shall be empowered (subject to prior Investor Consent) to meet such requirement by (i) issuance of fresh Equity Shares by the Company; (ii) issuance of fresh Equity Shares by the Company and the divestiture of all or a part of the shareholdings of the Promoters in the Company; (iii) solely through the divestment of all or a part of the shareholdings of the Promoters in the Company. Notwithstanding anything contained in these Articles, prior to

such QIPO and/or Secondary Offering, the Investor shall have the right (but not be obligated) to offer Shares held by it (representing up to 100% (hundred percent) of the Shares held by the Investor) for sale in the QIPO and/or Secondary Offering on the same terms and conditions as a fresh issue of Equity Shares to the public by the Company, in priority to all other Shareholders of the Company. Without prejudice to the aforesaid, the Investor shall be entitled (without being obliged) to offer all or some of its Shares in any public offering of the Company on terms acceptable to the Investor.

- 12.4 The Company shall bear all costs of such QIPO and/or Secondary Offering, including, without limitation, all underwriting, selling, registration, filing and qualification fees and printers, legal and accounting fees and disbursements (provided that in the event of a QIPO which includes an offer for sale by the Investor or in the event of a Secondary Offering, the merchant banker's cost shall be borne by the Investor, to the extent required under applicable Law. If a QIPO and/or Secondary Offering is to be made and if the minimum paid-up Share Capital required at the relevant time for the purpose of listing the Company's Equity Shares is more than the paid up Share Capital of the Company (inclusive of any additional Equity Shares to be issued through the QIPO), then the Company shall issue such bonus Equity Shares as may be required to meet such listing preconditions, as per applicable Law.
- 12.5 The Promoters and the Company shall take all such steps, and extend all such co-operation to each other and the lead managers, Underwriter and others, as may be required for the purpose of expeditiously making and completing the said QIPO and/or Secondary Offering, including the provision by the Company and the Promoters of any customary representations, warranties and/or indemnities in this regard, and that the Investors shall extend all reasonable co-operation to the Company in connection with a QIPO and/or Secondary Offering.
- 12.6 Subject to applicable Law, the Investor shall not be required to provide any representations or warranties, other than in respect of its title to the Shares and the Investor's capacity to Transfer the Shares, in respect of any Transfer of Shares pursuant to these Articles, including pursuant to this Article 12.
- 12.7 Notwithstanding anything contained in these Articles, upon the listing of the Company and/or the Shares on an Exchange pursuant to a QIPO, the Investor shall have the right to cause the Company and the Promoters to sell any or all of the Investor Securities in an offer for sale to the public (the "**Secondary Offering**"). The provisions of this Article 12, as applicable to a QIPO shall be deemed to apply *mutatis mutandis*, to a Secondary Offering.

The Company and Promoters shall (a) provide all necessary assistance in connection with the Secondary Offering, and (b) undertake all steps, including obtaining of any Approval, any obligation that may be deemed necessary or required by the Investor in connection with the Secondary Offering and the consummation thereof.

13. OFFER FOR SALE

- 13.1 If for any reason, whatsoever, the Company is unable to consummate a QIPO on or before the QIPO Deadline Date, then without prejudice to the Investor's other rights, the Investor shall be entitled to (at its option) require the Company (and/or require the Promoters to cause the Company), to undertake and join with the Investor in making (a) an initial public offering in the manner stated in Article 12 and all provisions of Article 12 shall apply *mutatis mutandis* to the said initial public offering or (b) an Offer for Sale ("**OFS**") of the Shares and seeking a listing of the Company on an Exchange in accordance with the guidelines of SEBI or any other statutory or regulatory authority, as applicable from time to time.
- 13.2 The Investor shall be entitled to require the Promoters and the Company to engage an Underwriter, at the cost of the Company, to conduct the OFS. The timing of the OFS, and other details, including the price and number of Shares to be offered in the OFS, shall be based on the recommendations of the Underwriter and subject to Investor Consent.
- 13.3 The Promoters shall contribute such number of Equity Shares held by them, pro rata to their respective shareholding in the Company, as may be required to consummate the listing of the Equity Shares on the Exchanges, in accordance with the applicable listing requirements, in addition to the Equity Shares (if any) being offered by the Investor for the OFS.
- 13.4 The Investor shall have the right (but not be obligated), on a priority basis to offer up to all the Investor Securities for sale in any public offering of the Shares of the Company. The Company and the Promoters shall co-operate with the Investor and shall take all such actions as the Investor may request in order to complete such OFS in accordance with applicable Law.

- 13.5 To the extent legally permissible, the Company shall bear all costs of such public offerings, including without limitation all registration costs, underwriting costs and selling commissions (provided that in the event of a QIPO which includes an OFS by the Investor or in the event of a Secondary Offering, the cost of merchant banker's cost shall be borne by the Investor, to the extent required under applicable Law requirements).

14. EXIT OPTIONS

14.1 Substantial Stake Sale

14.1.1 In the event, the Company/Promoters fail to consummate the QIPO on or before the QIPO Deadline Date, and:

- (a) the initial public offering referred in Article 12 or the OFS has not been consummated and/or Shares of the Company have not been listed on an Exchange consequent to the initial public offering or the OFS; and
- (b) a period of 12 (twelve) months from the QIPO Deadline Date has expired;

then without prejudice to any other rights and remedies of the Investor, the Investor shall be entitled (at its option) to exercise the following, sequentially:

- (A) first, require the Company and the Promoters to facilitate a sale of all or a portion of the Investor Securities to any third party purchaser (which may include a Competitor) ("**Proposed Purchaser**"), acceptable to the Investor and the Company and the Promoters shall provide full co-operation and support to cause such sale including by taking all necessary steps including, without limitation, appointment of recognised and reputed merchant banking firms, for identification of a Proposed Purchaser, providing all assistance in any due diligence exercise by the Proposed Purchaser (in the same manner as if such Proposed Purchaser was investing in the Company) and any other steps, as may be reasonably required to be undertaken by the Investor.
- (B) if the Company and the Promoters fail to facilitate the sale of Investor Securities to a Proposed Purchaser as mentioned above within a period of 9 (nine) months, to identify a Proposed Purchaser (being an independent reputable third party, having the financial capability to close the transaction contemplated herein) to purchase such number of the Securities of the Company as would constitute 51% (fifty one percent) of the issued and paid up Share Capital of the Company (as computed on a fully diluted and as converted basis) and as would grant the Proposed Purchaser, Control over the Company. In such event, the Investor shall have the right ("**Drag Along Option**") to require the Promoters to sell such number (which may be all or a part) of the Securities held by the Promoters ("**Drag Along Securities**"), which together with the entire Investor Securities, would constitute 51% (fifty one percent) of the issued and paid up Share Capital of the Company (as computed on a fully diluted and as converted basis), and as would be sufficient to grant to such Proposed Purchaser Control over the Company. Upon receipt of a written notice issued ("**Drag Along Option Notice**"), the Promoters shall Transfer the Drag Along Securities to the Proposed Purchaser, on the terms and conditions, including consideration, specified in the Drag Along Option Notice, and complete such Transfer within a period of 60 (sixty) days from the date of the Drag Along Option Notice, subject to the consideration for such Transfer ("**Drag Consideration**") not being lower than the valuation of the Company offered pursuant to a binding offer (if any), obtained by the Company or the Promoters pursuant to Article 14.1.1 (A) above ("**Third Party Binding Offer**"). Provided that if a Third Party Binding Offer had been accepted by the Investor, however the same was not consummated within a period of 60 (sixty) days from the date of such Third Party Binding Offer for reasons not attributable to the Investor, valuation of the Company pursuant to such Third Party Binding Offer shall be disregarded for the purposes of comparing the Drag Consideration as set out in this Article 14.1.1(B).

Notwithstanding the foregoing, the Investor shall have the right to exercise the Drag Along Option (in the manner stated above), with respect to all of the Securities held by the Promoters, provided that the per Security price offered by the Proposed Purchaser exceeds the higher of (a) the per Security price computed on the basis of an equity valuation of the Company higher than INR 4,000,000,000 (Indian Rupees Four Billion only), or (b) the per Security price offered in a binding offer (if any) for 51% (fifty one percent) of the issued and paid up Share Capital of the Company (as computed on a fully diluted and as converted basis).

The sale of Securities to the Proposed Purchaser, pursuant to the exercise of the Drag Along Option, is hereinafter referred to as the "**Drag Sale**".

The Company and the Promoters shall provide full co-operation and support to cause such Drag Sale including by taking all necessary and desirable actions in connection with the consummation of the Drag Sale and to provide customary representations, warranties, indemnities, covenants, conditions and other provisions and agreements relating to such Drag Sale. The only representations, warranties or covenants that the Investor shall be required to make in connection with the exercise of the Drag Sale are representations and warranties with respect to its own ownership of the respective Securities to be sold by it and its ability to convey title thereto free and clear of Encumbrances. The liability of the Investor shall be limited to the extent of the purchase price received by the Investor pursuant to a sale on the exercise of the Drag Along Right.

- 14.1.2 Drag Along Option Notice shall be revocable by the Investor by written notice to the Promoters at any time before the completion of the Drag Sale, and any such revocation shall not prohibit the Investor from serving a further Drag Along Option Notice. On receipt of the Drag Along Option Notice, the Promoters shall not, directly or indirectly, approach the Proposed Purchaser to propose or negotiate any transaction in relation to the Securities or assets of the Company.
- 14.1.3 The Promoters and the Company shall use their best endeavors to procure that the other Shareholders participate in, consent to, vote for and raise no objections against such Drag Sale or the process pursuant to which such Drag Sale was arranged.
- 14.1.4 If any Promoter does not, on completion of the Drag Sale, execute share transfer form(s) in respect of all the Shares to be sold by him, he shall be deemed to have irrevocably appointed any Person nominated for the purpose by the Investor to be his agent and attorney to execute all necessary transfer(s) on his behalf and against receipt by the Company (on trust for such Promoter) of the purchase monies or any other consideration payable for the Shares and deliver such share transfer form(s) to the Proposed Purchaser (or as he may direct) and the directors shall register the Proposed Purchaser (or as he may direct) as the holder thereof. After the Proposed Purchaser (or his nominee) has been registered as the holder, the validity of such proceedings shall not be questioned by any such Person. It shall be no impediment to registration of Shares under this Article 14.1.4 that no share certificate has been produced.
- 14.1.5 The Company and the Promoters shall take all necessary and desirable actions in connection with the consummation of the Drag Sale, including without limitation, the timely execution and delivery of such agreements and instruments and other actions reasonably necessary to co-operate with the Proposed Purchaser in such Drag Sale, to provide such access and information as may be reasonably requested by the Proposed Purchaser.
- 14.1.6 The Promoters irrevocably and unconditionally waive all their rights of pre-emption (if any, and whether arising under these Articles or otherwise) in relation to any and all Transfers of Shares pursuant to a Drag Sale.

15. OTHER COVENANTS

15.1 Connected Person

The Company shall (and the Promoters shall procure that the Company shall) enter into all transactions with a Connected Person/Concern on arms length terms or on competitive market terms. The Company shall obtain the Investor Consent prior to entering into any agreement or arrangement with a Connected Person/Concern, which does not comply with the condition set in this Article 15.1.

15.2 Right to Conduct Business

15.2.1 The Investor, its Affiliates and the Investor Group invest and may invest in numerous companies, some of which may compete with the Company and its Business or may be engaged in the same or allied field as that of the Company. Provided that no Investor Director will occupy any board position in any Person in India that is engaged in cold chain warehousing or temperature control transportation which directly competes with the Company. The Investor and the Investor Group shall not be liable in respect for any Claim arising out of, or based upon, (a) the fact that they hold an investment in any Person that competes with the Company, or (b) any action taken by any of their officers or representatives to assist any such competing Person, whether or not such action was taken as a board member of such competing company or otherwise.

15.2.2 The Company and the Promoters, unconditionally and irrevocably consent to the Investor and/or any member of the Investor Group at any time, and from time to time, investing in the securities of any Person engaged in the same or a similar business as the business of the Company or entering into collaborations, other agreements or arrangements with any Persons engaged in the same or a similar business as the business of the Company. At the request of the Investor, the Company and the Promoters shall simultaneously certify that they do not object to such investment, agreement or arrangement with such Persons and in such form, as may reasonably be requested by the Investor.

15.2.3 Subject to such confidentiality and disclosure of information terms as may be agreed in writing between the Company and the Shareholders, and subject to each recipient undertaking a confidentiality undertaking in favour of the Company, the Investor shall be entitled to disclose all information, received by the Investor, to members of the Investor Group.

15.3 Investor not to be considered Promoters

The Investor shall only be a financial investor and shall not acquire Control and management of the Company. The Promoters are and shall remain in Control of the Company and continue to manage the Company. The Company and the Promoters shall ensure that the Investor shall not be considered/ classified as a '*promoter*' of the Company for any reason, whatsoever, and the Investor Securities are not subject to any restriction (including that of lock-in or other restriction), which are applicable to promoters under the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2009 or any applicable Law.

15.4 Liquidation Preference

15.4.1 In the event of winding up or liquidation of the Company, the Investor shall be entitled to receive an amount equal to 100% (hundred percent) of the Investor Amount, together with any outstanding arrears or accruals thereon and any declared but unpaid dividends on the securities in the Company held by the Investor, from the proceeds of such winding up or liquidation, prior to any distribution to the other shareholders of the Company ("**Liquidation Preference Amount**").

15.4.2 In addition, to the extent that there are assets of the Company available for distribution after payment of the Liquidation Preference Amount to the Investor and after the other shareholders of the Company have received (taking into account the proportion of Securities held by the other shareholders) their subscription price for their Securities, all the Shareholders of the Company (including the Investor) will share pro rata in the distribution of such remaining assets of the Company.

15.4.3 In the event Article 15.4.1 and 15.4.2 are not enforceable for any reason, whatsoever, the following shall apply:

- (a) Subject to applicable Law, in the event of the liquidation of the Company and after payment or provision for payment of the debts and other liabilities of the Company, the surplus (after such payment) shall be distributed amongst the shareholders of the Company in proportion to their shareholding. In the event that the amount, if any, received by the Investor is less than the Liquidation Preference Amount, the Promoters shall out of the amounts received by them, pay over such an amount to the Investor in proportion to the Investor's respective shareholding in the Company, so that the Investor receive an aggregate amount equal to the Liquidation Preference Amount due to it.
- (b) To the extent necessary, the Promoters waive their respective rights and entitlements to its share in any payment pursuant to liquidation of the Company and to the extent that such payments are made to, or received by, any shareholder (other than the Investor), the shareholder(s) shall hold the payments received by it / them in trust for the Investor.
- (c) The Company and the Shareholders shall apply for and obtain all such approvals and take all such actions, as may be required, to permit such payment to the Investor.

15.5 Impairment

The Company will not, by amendment of its Constitutional Documents or through any reorganization, recapitalization, Transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed by the Company under these Articles or under any terms agreed in writing between the Company and the Shareholders, but will at all times in good faith assist in the carrying out of all the provisions of these Articles or of any terms agreed in writing between the Company and the Shareholders as agreed in writing between the Company and the Shareholders and in the taking of all such action, as may be necessary or appropriate, in order to protect the rights of the Investor against impairment.

15.6 Compliance with Finance Documents

Subject to the rights of the Investor under these Articles and under any terms agreed in writing between the Company and the Shareholders, the Company shall at all times comply strictly with all its obligations under the Finance Documents, unless such obligations are specifically waived by the Lenders, a notice of which (waiver) shall be promptly provided by the Company to the Investor, together with a copy of any related communication from the Lenders.

15.7 Ineligible Person

Any issuance or Transfer of shares by/of the Company or its Subsidiaries to an Ineligible Person shall be void. Further:

- 15.7.1 The Promoters shall not Transfer any shares held by them in the Company or any Subsidiary to an Ineligible Person; and/or
- 15.7.2 The Company shall not issue and record an Ineligible Person as a Shareholder of the Company (whether by way of a fresh issuance or by way of a Transfer) and shall procure that neither of its Subsidiaries issues or records any Ineligible Person as its shareholder (whether by way of a fresh issuance or by way of a Transfer) and the Company and the Promoters shall take all steps and actions to ensure the same.

15.8 Conduct of Business Operations by the Company:

Without prejudice to these Articles or any terms agreed in writing between the Company and the Shareholders, (and the rights of the Investor thereunder), the Company shall (and the Promoters shall so cause the Company to):

- (a) undertake its business in accordance with prudent industry practices and in accordance with applicable Laws.
- (b) enter into legal, valid, binding and enforceable written contracts with its suppliers, customers, contractors and/or service providers in relation to the provision and/or receipt of any goods and/or services (to or by the Company).

- (c) enter into legal, valid, binding and enforceable written contracts in relation to all investments and financing activities by and/or the Company (including in relation to all Indebtedness of the Company).

15.9 CFO

Subject to Article 9, as soon as possible (but no later than 6 months from March 17, 2016), the Company shall appoint such candidate as a chief financial officer of the Company ("**CFO**") that has been agreed between the Shareholders.

- 15.10 The Company shall utilize the Cash Reserve to meet the cash shortfalls of the Company from time to time and shall replenish the Cash Reserve within 60 (sixty) days of drawing down the Cash Reserve (either in part or in full). The Company undertakes that it shall not use the Cash Reserve for capital expenditure or for purchase of vehicles and shall only use the Cash Reserve as a cash balancing reserve for the Company.
- 15.11 The Company shall, and the Promoters shall cause the Company to, make best efforts to implement and to give effect to each Business Enhancement Plan in the manner set out thereunder and subject to the terms agreed in writing, between the Company and the Shareholders (to the extent applicable) .

15.12 Co-Investment Right of the Promoter

In the event there is any investment by a Financial Investor in any of the Subsidiaries of the Company, the Promoters shall have the right (but not the obligation) to co-invest up to an aggregate of 10% (ten percent) of the issued and paid-up equity share capital of the Subsidiary, as computed on a fully diluted and as converted basis, along with such Financial Investor at the same valuation , provided however in the event the Company forms a Subsidiary that propose to engage in a new line of business in ecommerce based logistics services or tertiary logistics, the Promoters shall have the right (but not the obligation) to co-invest up to an aggregate of 10% (ten percent) of the issued and paid-up equity share capital of such Subsidiary, as computed on a fully diluted and as converted basis, along with the Company at same valuation and terms at which the Company invests in such Subsidiary ("**Co-Investment Right**").

Provided that the Co-Investment Right of the Promoters shall at times be subject to the following:

- (a) the terms of such Co-Investment shall be: (i) on an arm's length basis; and (ii) approved by the Investor in writing as a Reserved Matters;
- (b) pursuant to such Co-Investment (along with the investment by the Financial Investor) the Company shall hold at least 51% (fifty one percent) of the issued and paid-up equity share capital of the Subsidiary, as computed on a fully diluted and as converted basis; and
- (c) the Company shall be provided a tag-along right (on a pro-rata basis) by the Promoters in relation to the sale of their shareholding in such Subsidiary.

For the purposes of this Article a "**Financial Investor**" shall mean any Person whose principal business comprises of making financial investments and who engages in the business of investing or acquiring securities/assets for financial returns (for example, financial institutions, funds, high net worth individuals, financial institutional investors or sub-accounts thereof, corporate investment entities set up to explicitly make financial investments, etc. but expressly excluding strategic investors) either for itself on a proprietary basis or through a third party manager or trustee where investments are managed on a fiduciary basis.

16. ACCOUNTS AND AUDIT

- 16.1 The Company shall seek to comply with international best practices in corporate governance, and shall maintain and the Promoters shall cause the Company to maintain, the books and accounts of the Company in accordance with applicable Law and GAAP, including, without limitation, the preparation of the accounts of the Company, in accordance with the actuarial method of accounts (in accordance with GAAP).
- 16.2 The books of account of the Company be audited in accordance with the terms of applicable Law. The appointment, powers, right, remuneration and duties of the Auditors shall be undertaken in accordance with the Act.

17. SEAL

The Board shall provide for the safe custody of Seal. The seal shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorized by it in that behalf, and except in the presence of a director and/or the company secretary or such other person as the Board may appoint for the purpose; and such director and/or the company secretary or other person as aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence.

18. OTHER TRANSFER RELATED PROVISIONS

Where an Event of Default has occurred and the same has not been cured and/or remedied in accordance with the terms agreed in writing between the Company and the Shareholders, the Investor shall be entitled to (at its sole opinion) to exercise any of the following:

- (a) Transfer its Securities without any restriction as agreed under these Articles or under any terms agreed in writing between the Company and the Shareholders (including a Transfer to a Competitor without any requirement of obtaining a prior consent of the Promoters); or
- (b) Exercise its Drag Along Option as set out in Article 14.1.1(B), and provided that the Drag Consideration for a Drag Sale in such case shall not be subject to any limitations set out in Article 14.1.1, and accordingly all provisions set out in Article 14.1.2 to 14.1.6 shall apply. It is clarified that the Investor shall be entitled to exercise its Drag Along Rights (at its sole option) in case a default by the Company or the Shareholder is not being cured, or if any Event of Default is incapable of being satisfactorily cured and remedied; or
- (c) appoint a recognised and reputed investment banker (the cost of which shall be borne by the Company) to identify third Persons (including a Competitor) willing to acquire all of Investor's Securities, and determine the highest available price for the purchase of all Securities held by the Investor. The Promoters and Company shall assist the Investor and the investment banker in effecting such sale by providing such co-operation as is necessary to facilitate completion of the sale of the Investor's Securities to such purchaser.

19. OVERRIDING ARTICLES

- 19.1 In the event of any inconsistency between the provisions of the Overriding Articles and any other provisions of these Articles, the terms of the Overriding Articles shall apply.
- 19.2 Except as otherwise expressly set forth herein, the provisions of the Overriding Articles shall become effective as of the date on which the Investor subscribes for the Investor Securities and (unless specified to the contrary in an Article herein), shall continue in force until such time as the Investor holds any Securities of the Company.

ANNEX 1

TERMS AND CONDITIONS OF PREFERENCE SHARES

1. Dividend Rights

- 1.1 The CCPS are issued at a preferential dividend rate of 0.001% (point zero zero one percent) per annum (the "**Preferential Dividend**"). The Preferential Dividend is non-cumulative and shall be paid in prior and in preference to any dividend or distribution payable upon shares of any other class or series in the same fiscal year.
- 1.2 In addition to and after payment of the Preferential Dividend, each CCPS would be entitled to participate *pari passu* in any dividends paid to the holders of shares of any other class (including Equity Shares) or series on a pro rata, as-if-converted basis.
- 1.3 No dividend or distribution shall be paid on any share of any class or series of the Company if and to the extent that as a consequence of such dividend or distribution any CCPS would be entitled to a dividend in accordance with these Articles greater than the maximum amount permitted to be paid in respect of preference shares of an Indian company held by a non-resident under applicable Laws (including without limitation, the Foreign Exchange Management (Transfer or Issue of Security by a Person Resident Outside India), Regulations, 2000).

2. Liquidation Preference

- 2.1 In the event of winding up or liquidation of the Company, each holder of CCPS shall be entitled to receive an amount equal to 100% (hundred percent) of the Investor Amount together with any outstanding arrears or accruals thereon and any declared but unpaid dividends on the securities in the Company held by the holder of CCPS, from the proceeds of such winding up or liquidation, prior to any distribution to the other shareholders of the Company (the "**Liquidation Preference Amount**").

In addition, to the extent that there are assets of the Company available for distribution after payment of the Liquidation Preference Amount to the holders of CCPS and after the other shareholders of the Company have received (taking into account the proportion of shares held by the other shareholders) their subscription price for their shares, all the Shareholders of the Company (including the Investor) will share pro rata in the distribution of such remaining assets of the Company.

- 2.2 The Company and the Shareholders shall fully co-operate with each other in making the payment of the Liquidation Preference Amount in the order and manner provided above and to do all such things as may be reasonably necessary and that they shall use and employ all necessary efforts and commit best endeavors to ensure that payment of the Liquidation Preference Amount is made in accordance with this Para 2. The Company and the Promoters covenant that they shall do all necessary acts, deeds and things to obtain any regulatory approvals and consents in a timely manner such that the liquidation preference can be made to the Investor within the time periods mentioned above.

3. Conversion of the CCPS

3.1 Conversion

- (a) Each CCPS may be converted into Equity Shares at the option of the holder of the CCPS on or at any time after July 31, 2019 or upon fulfillment of the Threshold Criteria, whichever is earlier.
- (b) Subject to compliance with applicable Laws, each CCPS shall automatically be converted into Equity Shares at the Conversion Price then in effect upon the completion of a qualified Initial Public Offer and listing of all Equity Shares of the Company on the relevant stock exchange after such completion.
- (c) The CCPS shall be converted into Equity Shares at the conversion price determined as provided herein in effect at the time of conversion ("**Conversion Price**"):
 - (i) The Conversion Price initially shall be INR 1,282.58 (Indian Rupees One Thousand Two Hundred Eight Two point Five Eight only) per share (the "**Initial Conversion Price**"), which is calculated at the pre money valuation equal to INR 1,750,000,000 (Indian Rupees One Thousand Seven Hundred and Fifty Million) and shall be subject to adjustment from time to time as provided herein.

- (ii) Upon fulfillment of the Threshold Criteria, the Conversion Price will be INR 1,553.76 (Indian Rupees One Thousand Five Hundred Fifty Three point Seven Six only) per share, which is calculated at the pre money valuation equal to INR 2,120,000,000 (Indian Rupees Two Thousand One Hundred and Twenty Million only) and shall be subject to adjustment from time to time as provided herein.
- (d) "**Threshold Criteria**" shall mean the successful addition of incremental warehousing capacity of at least 15,000 (fifteen thousand) pallets (in built-to-suit long term leased warehouse with a minimum lease term of 10 (ten) year or more and/or Company owned warehouses), within a period of 3 (three) years from the Subscription Date and Company becoming Consolidated PAT positive for full Financial Year on or before March 31, 2019.
- (e) The number of Equity Shares issuable pursuant to the conversion of any CCPS shall be that number obtained by dividing the Subscription Price by the Conversion Price at the time in effect for such CCPS. No fractional shares shall be issued upon conversion of the CCPS, and the number of Equity Shares to be issued shall be rounded to the nearest whole share.

3.2 Conversion Procedure

Each holder of a CCPS who elects to convert the same into Equity Shares shall give a written notice of the same to the Company and shall state in such notice the number of CCPS being converted and shall also attach thereto, any such document that evidences the title of the CCPS holder with respect to the CCPS that have been elected to be converted (the notice along with the attachments, is hereinafter referred to as the "**Conversion Notice**").

Within 10 (ten) Business Days of the receipt of such Conversion Notice, the Company shall issue and deliver to the holder of the converted CCPS, share certificates or a an updated beneficial position statement of the Company's demat account evidencing the conversion of the CCPS into Equity Shares, as the case may be, for the aggregate number of Equity Shares issued upon such conversion. Where such aggregate number of Equity Shares includes any fractional share, such fractional share shall be disregarded.

Subject to the requirements of applicable Law, such conversion shall be deemed to have been made immediately prior to the close of business on the date of the issue of the Conversion Notice, and the Person entitled to receive the Equity Shares issuable upon such conversion shall be treated for all purposes as the record holder of such Equity Shares on such date.

3.3 Adjustments to the Conversion Price

The Conversion Price shall be adjusted from time to time as follows:

3.3.1 Anti-dilution Adjustments:

- (a) Upon each issuance by the Company of any Dilution Instruments at a price per share less than the Conversion Price then in effect (a "**Dilutive Issuance**"), the Conversion Price will be adjusted downward to equal the price per share actually received by the Company in the Dilutive Issuance.

"**Dilution Instruments**" mean any Share Equivalent, or any rights, options, warrants, appreciation rights or instruments entitling the holder to receive any Equity Shares of the Company or any options to purchase or rights to subscribe for securities by their terms convertible into or exchangeable for Equity Shares (including by way of creation of any derivative security or otherwise).

- (b) In the case of the issuance of options to purchase or rights to subscribe for Equity Shares or securities by their terms convertible into or exchangeable for Equity Shares or options to purchase or rights to subscribe for such convertible or exchangeable securities, the aggregate maximum number of Equity Shares deliverable upon exercise (assuming the satisfaction of any conditions to exercise, including without limitation, the passage of time, but without taking into account potential anti-dilution adjustments) of such options to purchase or rights to subscribe for Equity Shares, or upon the exchange or conversion of such security, shall be deemed to have been issued at the time of the issuance of such options, rights or securities, at a consideration equal to the consideration (determined in the manner provided in this Para 3.3.1 (a)),

received by the Company upon the issuance of such options, rights or securities plus any additional consideration payable to the Company pursuant to the term of such options, rights or securities (without taking into account potential ant dilution adjustments) for the Equity Shares covered thereby; provided, however, that if any options as to which an adjustment to the Conversion Price has been made pursuant to this Para 3.3.1 (a) expire without having been exercised, then the Conversion Price shall be readjusted as if such options had not been issued without any effect, however, on adjustments to such Conversion Price as a result of other events described in this Para 3.3.1.

- (c) If the Company subdivides or combines its Equity Shares, the Conversion Price shall be proportionately reduced, in case of subdivision of shares, as at the effective date of such subdivision, or if the Company fixes a record date for the purpose of so subdividing, as at such record date, whichever is earlier, or shall be proportionately increased, in the case of combination of shares, as the effective date of such combination, or, if the Company fixes a record date for the purpose of so combining, as at such record date, whichever is earlier.
- (d) If at any time or from time to time there shall be a recapitalization of the Equity Shares (other than a subdivision, combination or merger or sale of assets transaction provided for elsewhere in this Para 3.3.1), provision shall be made so that the holders of the CCPS shall thereafter be entitled to receive upon conversion of the CCPS, the number of Equity Shares or other securities or property of the Company or otherwise, to which a holder of Equity Shares deliverable upon conversion of the CCPS would have been entitled to immediately prior to such recapitalization. In any such case, appropriate adjustments shall be made in the application of the provisions of this Para 3.3.1 with respect to the rights of the holders of the CCPS after the recapitalization to the end that the provisions of this Para 3 (including adjustments of the Conversion Price then in effect and the number of shares issuable upon conversion of the CCPS) shall be applicable after that event as nearly equivalent as may be practicable.
- (e) Adjustment for Dividends or Distributions of Equity Shares. If, whilst any CCPS remains capable of being converted into Equity Shares, the Company shall make or issue a dividend or other distribution of Equity Shares to the holders of Equity Shares, the number of Equity Shares to be issued on any subsequent conversion of the CCPS shall be increased proportionately and without the payment of additional consideration therefore by the holder of CCPS, subject to any further adjustment as provided in this Para 3.3.1.
- (f) Reclassification or Conversion. If the Company, by reclassification or conversion of shares, securities or otherwise, shall change any of the Equity Shares into the same or a different number of shares or securities of any other class or classes, the right to convert the CCPS into Equity Shares shall thereafter represent the right to acquire such number and kind of shares or securities as would have been issuable as the result of such change with respect to the Equity Shares that were subject to the conversion rights of the holder of CCPS immediately prior to the record date fixed by the Company for such reclassification or conversion, subject to further adjustment as provided in this Para 3.3.1.
- (g) Redemption or Cancellation of Equity Shares. If any Equity Shares are repurchased or cancelled or otherwise cease to exist, then, the holder of the CCPS, upon the conversion of the CCPS at any time after the date (as defined below) on which the Equity Shares cease to exist (such date, the "**Equity Shares Termination Date**"), shall receive, in lieu of the number of Equity Shares that would have been issuable upon such conversion immediately prior to the Equity Shares Termination Date, the securities or property that would have been received if the right to convert CCPS into Equity Shares had been exercised in full immediately before the Equity Shares Termination Date, all subject to further adjustment as provided in this Para 3.3.1.
- (h) Adjustment for Merger or Reorganization, etc. If there shall occur any reorganization, recapitalization, reclassification, consolidation or merger involving the Company in which the Share Capital (but not the CCPS) is converted into or exchanged for securities, cash or other property (other than a transaction already covered under this Para 3.3.1), then, following any such reorganization, recapitalization, reclassification, consolidation or merger, each CCPS shall thereafter be convertible in lieu of the Equity Share into which it was convertible prior to such event into the kind and amount of securities, cash or other property which a holder of the number of shares of Equity Share of the Company issuable upon conversion of one CCPS immediately prior to such reorganization, recapitalization, reclassification, consolidation or merger would have been entitled to receive pursuant to such transaction; and, in such case, appropriate adjustment (as determined in good faith by the board of directors of the Company) shall be made in the application of the

provisions in this Para 3.3.1 (h) with respect to the rights and interests thereafter of the holders of the Series A-1 Preference Share, to the end that the provisions set forth in this Para 3.3.6 (h) (including provisions with respect to changes in and other adjustments of the Conversion Price) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of the CCPS.

- (i) Conversion subject to applicable Law. Notwithstanding anything contained elsewhere in the Articles, the provisions relating to conversion and payment of dividends in relation to the CCPS shall be subject to applicable Law including the provisions of the Act, the Foreign Exchange Management Act, 1999 and the rules made thereunder. In the event that any term of these Articles contravenes any applicable Law, the Company and the Shareholders shall amend the relevant Article so as to confer upon the holders of CCPS the benefits originally intended under the relevant Article to the fullest extent permitted under applicable Laws.

4. **Voting Rights**

The holders of the CCPS shall be entitled to receive notice of and vote on all matters that are submitted to the vote of the Shareholders of the Company (including the holders of Equity Shares). The Investor subscribed to the CCPS on the basis that it will be able to exercise voting rights on the CCPS as if the same were converted into Equity Shares. Each CCPS shall entitle the holder to the number of votes equal to the number of whole or fractional Equity Shares into which such CCPS could then be converted. If applicable Law does not permit the Investor as holders of CCPS to exercise voting rights on all shareholder matters submitted to the vote of the Shareholders of the Company (including the holders of Equity Shares), then until the conversion of all the CCPS into Equity Shares, each Promoter shall vote in accordance with the instructions of the Investor at a general meeting or provide proxies without instructions to the Investor for the purposes of a general meeting, in respect of such number of Equity Shares held by each of them such that a relevant percentage (the "**Relevant Percentage**") of the Equity Shares of the Company are voted on in the manner required by the Investor. For the purposes of this Para 4, the Relevant Percentage in relation to the Investor shall be equal to the percentage of Equity Shares in the Company that the Investor would hold if the Investor was to elect to convert its CCPS into Equity Shares based on the then applicable Conversion Price. The obligation of the Promoters to vote their Equity Shares as aforesaid shall be pro-rated in accordance with their inter se shareholding in the Company.

5. **General**

- 5.1 Certificate of Adjustment. In each case of an anti-dilution adjustment, the Company shall cause any of its directors to compute such adjustment or readjustment and prepare a certificate showing such adjustment or readjustment, and shall mail such certificate, by first class mail, postage prepaid, to the holder of the CCPS at its respective address as shown in the Company's statutory registers.
- 5.2 No Impairment. The Company shall not avoid or seek to avoid the observance or performance of any of the terms to be observed or performed under these Articles by the Company, but shall at all times in good faith assist in carrying out all such action as may be reasonably necessary or appropriate in order to protect the conversion rights of the holders of the CCPS against impairment.

ANNEX 2

RESERVED MATTERS

1. Any acquisition by the Company or by any Subsidiaries, including without limitation, acquisition of business, business organization or division of any other Person, in each case, involving a financial commitment of over INR 50,000,000 (Indian Rupees Fifty Million only).
2. Creation of legal entities, joint ventures or partnerships, mergers, re-organisation, amalgamation, acquisition, reconstruction, de-mergers, spin-offs and consolidations, strategic sale or other similar transactions of or by the Company or any Subsidiaries or any arrangement or compromise with the Company or any Subsidiaries creditors or shareholders, creation and disposal of any new subsidiaries, whether directly or indirectly, disposal or closure of the whole or any part of any substantial undertaking of the Company and/or any Subsidiaries
3. Transfer of securities, bonds, debentures or partnership interests or any other form of investments in any Person by the Company or any Subsidiary, whether by way of sale, conveyance, exchange or Transfer to another Person.
4. Entry into any Material Contracts (save as those as may have been explicitly identified and quantified in the Annual Budget and where the Annual Budget shall have also contained a summary of the key terms of such contract), or termination, amendment, novation or modification of any Material Contract, or any waiver thereunder; entry into any joint venture, partnerships, consortiums or modification of, or any amendment, supplement, restatement thereof, entry into any shareholders' agreements or modification of, or any amendment, supplement, restatement thereof.
5. Any change in the authorized, issued, subscribed or paid up equity or preference share capital of the Company or any Subsidiary; permitting the registration (upon subscription or Transfer of any Shares) of any Person as a shareholder of the Company in violation of these Articles; re-organization of the share capital of the Company or any Subsidiary, including new issuance of shares, debentures or other securities of the Company or any Subsidiary or consolidation, sub-division or reconstruction of securities of the Company or any Subsidiary or conversion of loans into share capital; or redemption, conversion, retirement or repurchase of any Securities, share-splits, issuance of bonuses, issuance of debentures or warrants (whether convertible or otherwise), or grant of any options or employee stock options linked plans or schemes in relation to the Company or any Subsidiary (including by way of introduction of, or modification to, management incentive schemes, stock options, sweat equity plans and compensation plans or similar schemes or plans by whatever name called, or the creation or adoption of any new or additional equity option plan, or change, modification or amendment of any existing equity option plan of the Company or any Subsidiary) over its shares by the Company or any Subsidiary, restructuring and reduction of capital, any reclassification or creation of new class or series, change (directly or indirectly) in the preferences, privileges or rights attached to any Securities of the Company or any Subsidiary, change (directly or indirectly) in any class rights; listing and/or de-listing of the Company on any stock-exchange (including any QIPO), or determining the timing, pricing (including the proportion between the number of shares to be offered pursuant to fresh issue and as an offer for sale), and place or stock-exchange for the purposes of any such listing and/or de-listing and appointment of merchant bankers in relation to thereto, or any offering of equity/equity-linked securities including in an initial public offering of the Company or any Subsidiary; change in legal status of the Company e.g. public to private company status etc. It is clarified that the Investor shall not block an initial public offering, where an exit is being provided to the Investors on terms acceptable to such Investor.
6. Appointment, removal or replacement of any Key Management Personnel.
7. Existing Debt: Any material amendments or modifications to any key terms and conditions of any financing related documents entered with respect to any existing debt or credit facilities of the Company or its Subsidiaries, where such existing debt or credit facility pertains to a facility of an amount exceed INR 60,000,000 (Indian Rupees Sixty Million only), or any refinancing of such facilities or any material prepayment or refinancing of any outstanding Indebtedness.
8. (a) Providing any undertakings, guarantees or other assumption of contingent liability for the performance of a third party's obligations for the benefit of the Company, assumption of any liabilities (including by way of guarantees) by the Company for any entity including the Subsidiaries; or (b) incurrence, issuance or assumption of any form of Indebtedness (including by means of any sub-ordinate debt, and all forms of debentures, subordinated debentures); which under (a), (b) in the aggregate amount exceed INR 60,000,000 (Indian Rupees

Sixty Million only) (provided that Indebtedness, within the levels agreed upon in the Annual Budget of the Company or any Subsidiary shall not be a Reserved Matter) or including any clause of conversion into common equity (including in the case of an event of default by the Company).

9. A change in the Business, commencement of any new line of business (other than the transportation or warehousing business or any diversification of the Business by the Company or its Subsidiaries or Company) or its Subsidiaries suspending and/or ceasing any of its business, Transfer and/or license of all or substantially all of its business.
10. Sale, voluntary dissolution, winding-up or liquidation of the Company or any of its Subsidiaries, or any restructuring or reorganization that has a similar effect, in relation to the Company.
11. Any amendment, supplement, modification or restatement of the memorandum or articles of association of the Company or any of its Subsidiaries as in effect on the date hereof.
12. Transfer of the Shares held by the Promoters in the Company, or of any of the shares of any Subsidiary held by the Company, other Subsidiaries or by the Promoters or their Affiliates (excluding any Transfers *inter-se* the Promoters and/or the Promoters and their Affiliates and/or other Transfers expressly permitted under the proviso to Article 11.1 (a)).
13. Declaration or payment of dividends or other distributions of any nature, on any class of Shares of the Company or any Subsidiary, in any manner whatsoever, directly or indirectly, on account of any securities of the Company or any Subsidiary or approval of the dividend policy of the Company or its Subsidiaries.
14. Sale or disposal or Transfer (including through a demerger) of any assets of the Company or any Subsidiary, exceeding a value of INR 15,000,000 (Indian Rupees Fifteen Million only) (whether in one or a series of transactions), provided that any such sale or disposal or Transfer is explicitly identified and quantified in the Annual Budget shall not be a Reserved Matter. Creation of any form of security interests or Encumbrances on any of the property or assets of the Company, other than for enabling any borrowing or Indebtedness approved in accordance with the terms hereunder and in the ordinary course of business or any liens arising by operation of law.
15. Any sale, disposal, Transfer or license of all or substantially all of the Intellectual Property Rights (including in respect of the 'ColdEx' mark) by the Company or any Subsidiary representing more than 10% (ten percent) of the Intellectual Property Rights or exceeding a value of INR 2,500,000 (Indian Rupees Two Million Five Hundred Thousand only) whether in one or a series of transactions.
16. Adoption, or any amendment or modification of the Annual Budget of the Company or any Subsidiary which has the effect of reducing the net profit of the Company or its Subsidiaries by 10% (ten percent).
17. Capital expenditures exceeding the levels agreed upon in the Annual Budget and capital expenditure budget set out in the Annual Budget by 10% (ten percent), subject to a minimum amount of INR 2,000,000 (Indian Rupees Two Million only) for every transaction.
18. The taking of any action that would be inconsistent with the Annual Budget then in effect exceeding the levels agreed upon in the Annual Budget by at least 10% (ten percent), (excluding capital expenditure or any other matter which is covered in this Annex).
19. Lending of Money: Any lending of any moneys of the Company or any of its Subsidiaries (other than by way of deposit with a bank, or investment grade securities as part of the general treasury operations of the Company).
20. Real Estate Investment: Any purchase of real estate property (including by way of lease, exchange, transfer etc.) or sale or other disposition of any property of the Company or any of its Subsidiaries with a value equivalent to or greater than INR 15,000,000 (Indian Rupees Fifteen Million only) unless such purchase (including by way of lease, exchange, transfer etc.) or sale or other disposition is explicitly identified and quantified the Annual Budget in which case the same shall not be a Reserved Matter, or the purchase of property at a price which, if aggregated with other purchases made in the immediately preceding 12 (twelve) month period, will equal or exceed INR 25,000,000 (Indian Rupees Twenty Five Million only), unless such purchase (including by way of lease, exchange, transfer etc.) or sale or other disposition is explicitly identified and quantified the Annual Budget in which case the same shall not be a Reserved Matter.

21. Any change in corporate governance policy of the Company; any increase or decrease in the number of directors beyond five) and/or various committees of the Board (including the appointment of any committee or sub-committee of the Board), the delegation or assignment of any substantial power or authority of the Board to any Person, committee or sub-committee, except in the manner contemplated under these Articles, approving the terms and conditions of any payments to any director or a director of the Subsidiaries.
22. Affiliated or related party transactions including agreements or arrangements between the Company and the Promoters, or their Affiliates, including any agreements with any directors, in each case for a value/consideration of INR 1,000,000 (Indian Rupees One Million only) for individual transactions and collectively not exceeding INR 2,500,000 (Indian Rupees Two Million Five Hundred Thousand only) during a Financial Year other than transactions in the ordinary course of business between the Company and its wholly owned Subsidiaries.
23. Any resolution, settlement or compromise of any disputes, or payment of any moneys, to any related parties of the Company or any of its Subsidiaries.
24. Any utilization of the Cash Reserve other than as set out in Article 15.10 above.
25. Purchase of securities: Any subscription or purchase of shares or convertible securities of a company other than a wholly owned Subsidiary of the Company.
26. Initiating any application process, negotiation or bidding for or undertaking any project outside the territory of India.
27. Voluntary material changes to accounting or Tax policies, procedures or practices or reappointment or change of internal or statutory auditors, or any change in the Financial Year of the Company or any Subsidiary.
28. Any derivative or off-balance sheet transaction involving the Company and any Subsidiary; or any securitization, factoring or sale of receivables or cash flows of the Company, and its Subsidiaries and joint ventures except in relation to interest or currency hedging purposes with respect to foreign currency loans obtained by the Company or its Subsidiaries.
29. Initiate, instigate, commence, compromise or settle any initiating/commencement of any litigation by the Company, admitting or compromising any claim (including criminal offences) against the Company, settling any Tax claim, settlement of claims or legal actions instituted by third parties or Shareholders of the Company against the Company, submitting a claim to arbitration, or engaging, terminating or replacing counsel to defend or prosecute any litigation in any action or proceeding by or against a third party or waiver of any right, by the Company, in each case in the aggregate for amounts exceeding INR 2,500,000 (Indian Rupees Two Million Five Hundred Thousand only) within any Financial Year, save and except any litigation pursuant to any terms agreed in writing between the Company and the Shareholders.
30. Any change in the registered office of the Company.

Any agreement or commitment to give effect to any of the foregoing.

SECTION X –OTHER INFORMATION

MATERIAL CONTRACTS AND DOCUMENTS FOR INSPECTION

The following contracts which have been entered or are to be entered into by our company (not being contracts entered into in the ordinary course of business carried on by our Company or contracts entered into more than two (2) years before the date of filing of this Draft Red Herring Prospectus) which are or may be deemed material have been entered or are to be entered into by our Company. These contracts, copies of which will be attached to the copy of the Draft Red Herring Prospectus will be delivered to the RoC for registration and also the documents for inspection referred to hereunder, may be inspected at the Registered Office of our Company on Working Days, from date of filing the Draft Red Herring Prospectus with RoC to Bid / Offer Closing Date.

MATERIAL CONTRACTS

1. Offer Agreement dated November 27, 2018 amongst our Company, the Selling Shareholder and the BRLM appointing it as the Book Running Lead Manager to the Offer.
2. Agreement dated November 27, 2018 amongst our Company, the Selling Shareholder and Link Intime India Private Limited appointing them as Registrar to this Offer.
3. Tripartite Agreement dated July 25, 2018 amongst our Company, NSDL and Link Intime India Private Limited.
4. Tripartite Agreement dated July 17, 2018 amongst our Company, CDSL and Link Intime India Private Limited.
5. Escrow Agreement dated [●] amongst our Company, the Selling Shareholder, the BRLM, Syndicate Member, Escrow Collection Banks and the Registrar to the Offer.
6. Syndicate Agreement dated [●] amongst our Company, the Selling Shareholder, BRLM and the Syndicate Members.
7. Underwriting Agreement dated [●] amongst our Company, BRLM and the Syndicate Member.
8. Share Escrow Agreement dated [●] between the Selling Shareholder, our Company, BRLM and the Escrow Agent.

MATERIAL DOCUMENTS

1. The Memorandum and Articles of Association of our Company, as amended from time to time.
2. Copy of Certificate of Incorporation dated March 30, 1999 issued by the Registrar of Companies, Gwalior.
3. Fresh Certificate of Incorporation dated June 18, 2018 issued by the Registrar of Companies, Delhi.
4. Fresh Certificate of Incorporation dated July 5, 2018 issued by the Registrar of Companies, Delhi.
5. Extra-Ordinary General Meeting resolution dated August 21, 2018, in relation to the Offer and other related matters.
6. Board resolution dated August 21, 2018, in relation to the Offer and other related matters.
7. Selling Shareholder Transmittal Letter dated October 23, 2018.
8. Copy of the extract of the Board Resolution dated October 22, 2018 of the Selling Shareholder approving the offer for sale of Equity Shares offered by it in the Offer for Sale.
9. Subscription Agreement dated February 15, 2016 made between SABR India Investment Pvt Ltd, the Promoters and certain others.
10. Shareholder's Agreement dated February 15, 2016 made between SABR India Investment Pvt Ltd, the Promoters and certain others.

11. Letter Agreement dated March 16, 2016 made between our Company and SABR India Investment Pvt Ltd.
12. Letter Agreement dated July 25, 2018 amending the Subscription Agreement dated February 15, 2016 made between SABR India Investment Pvt Ltd, the Promoters and certain others.
13. Letter Agreement dated September 11, 2018 amending the Shareholder's Agreement dated February 15, 2016 made between SABR India Investment Pvt Ltd, the Promoters and certain others.
14. Industry report titled '*Integrated Supply Chain Logistics*' dated September 2018 as prepared by CARE Advisory Research and Training Limited.
15. Copy of Examination Reports and the Restated Consolidated Financial Information, of our Company for Fiscals 2016, 2017, 2018 and for the three-months' period ending June 30, 2018 by the statutory auditor, Walker Chandiook & Co LLP dated November 23, 2018 included in the Draft Red Herring Prospectus.
16. Copies of the Annual Reports of our Company for the Fiscals 2016, 2017 and 2018.
17. Copy of the Employee Stock Option Scheme 2018.
18. Statement of Special Tax Benefits dated November 23, 2018 issued by the statutory auditor of the Company, Walker Chandiook & Co LLP.
19. Consents in writing from our Directors, Company Secretary, Compliance Officer, Chief Financial Officer, Statutory Auditors, Bankers to our Company, Bankers to the Offer, Book Running Lead Manager, Syndicate Member(s), Underwriter(s), Registrar of the Offer, Legal Counsel to the Offer, Legal Counsel to Selling Shareholder to act in their respective capacities.
20. Due Diligence Certificate dated November 27, 2018 to SEBI from Pantomath Capital Advisors Private Limited, the Book Running Lead Manager to the Offer.
21. SEBI observation letter no. [●] dated [●].

Any of the contracts or documents mentioned in the DRHP 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 of the provisions contained in the Companies Act and other relevant statutes.

DECLARATION

We hereby declare that all the relevant provisions of the Companies Act, 2013 and the guidelines/regulations issued by the Government of India or the guidelines/regulations 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 Draft Red Herring Prospectus is contrary to the provisions of the Companies Act, 2013, the Securities and Exchange Board of India Act, 1992 or rules made or guidelines or regulations issued thereunder, as the case may be. We further certify that all the disclosures and statements in this Draft Red Herring Prospectus are true and correct.

SIGNED BY ALL THE DIRECTORS OF OUR COMPANY

GAURAV JAIN
Managing Director

ANAND PRAKASH
Nominee Director

TANU JAIN
Executive Director

ABHISHEK SHARMAN
Independent Director

CHITRANJAN SINGH KAHLON
Chairman and Independent Director

SIGNED BY THE CHIEF FINANCIAL OFFICER OF OUR COMPANY

ANOOP AGARWAL
Chief Financial Officer

Date: November 27, 2018

Place: Mumbai

DECLARATION BY SELLING SHAREHOLDER

We, SABR India Investment Pvt Ltd, certify that all statements and undertakings made by us in this Draft Red Herring Prospectus specifically in relation to ourselves or the Equity Shares offered by us in the Offer for Sale are true and correct. SABR India Investment Pvt Ltd assumes no responsibility for any other statements, including, any of the statements made by or relating to the Company or any other person or expert in this Draft Red Herring Prospectus.

SIGNED BY THE SELLING SHAREHOLDER

Name: Naushad Ally Sohoboo

Authorized signatory on behalf of
SABR India Investment Pvt Ltd

Name: Sandeep Fakun

Authorized signatory on behalf of
SABR India Investment Pvt Ltd

Date: November 27, 2018