CAMPUS ACTIVEWEAR LIMITED

Our Company was incorporated as 'Action Renewable Energy Private Limited' pursuant to a certificate of incorporation dated September 24, 2008, issued by the Registrar of Companies, Delhi and Haryana at New Delhi ("**RoC**"). Thereafter, pursuant to a resolution passed by our Shareholders in the extra-ordinary general meeting held on November 27, 2015, the name of our Company was changed to 'Campus Activewear Private Limited', and consequently, a fresh certificate of incorporation dated December 2, 2015, was issued by the RoC to our Company. Our Company was converted from a private limited company to a public limited company, pursuant to a resolution passed by our Shareholders in the extraordinary general meeting held on November 9, 2021, and consequently the name of our Company was changed to 'Campus Activewear Limited', and a fresh certificate of incorporation dated November 22, 2021 was issued to our Company by the RoC. For further details on the changes in the name and registered office of our Company, see "*History and Certain Corporate Matters*" on page 197.

Registered and Corporate Office: D-1, Udyog Nagar, Main Rohtak Road, New Delhi – 110041, Delhi, India;
Contact Person: Archana Maini, Company Secretary and Compliance Officer; **Telephone:** +91 11 4327 2500; **E-mail:** investors@campusshoes.com
Website: www.campusactivewear.com; **Corporate Identity Number**: U74120DL2008PLC183629

OUR PROMOTERS: HARI KRISHAN AGARWAL AND NIKHIL AGGARWAL

INITIAL PUBLIC OFFERING OF UP TO 51,000,000 EQUITY SHARES OF FACE VALUE OF ₹ 5 EACH ("EQUITY SHARES") OF CAMPUS ACTIVEWEAR LIMITED ("OUR COMPANY" OR THE "ISSUER") FOR CASH AT A PRICE OF ₹ [●] PER EQUITY SHARE (INCLUDING A PREMIUM OF ₹ [●] PER EQUITY SHARE) ("OFFER PRICE") AGGREGATING UP TO ₹ [●] MILLION (THE "OFFER") THROUGH AN OFFER FOR SALE COMPRISING UP TO 9,000,000 EQUITY SHARES AGGREGATING UP TO ₹ [●] MILLION BY HARI KRISHAN AGARWAL,UP TO 5,000,000 EQUITY SHARES AGGREGATING UP TO ₹ [●] MILLION BY NIKHIL AGGARWAL (COLLECTIVELY, THE "PROMOTER SELLING SHAREHOLDERS"), UP TO 30,000,000 EQUITY SHARES AGGREGATING UP TO ₹ [●] MILLION BY TPG GROWTH III SF PTE. LTD., UP TO 6,700,000 EQUITY SHARES AGGREGATING UP TO ₹ [●] MILLION BY QRG ENTERPRISES LIMITED (COLLECTIVELY, THE "INVESTOR SELLING SHAREHOLDERS"), UP TO 100,000 EQUITY SHARES AGGREGATING UP TO ₹ [●] MILLION BY RAJIV GOEL AND UP TO 200,000 EQUITY SHARES AGGREGATING UP TO ₹ [●] MILLION BY RAJESH KUMAR GUPTA (COLLECTIVELY THE "OTHER SELLING SHAREHOLDERS", AND TOGETHER WITH THE PROMOTER SELLING SHAREHOLDERS AND THE INVESTOR SELLING SHAREHOLDERS, THE "SELLING SHAREHOLDERS") (THE "OFFER FOR SALE"). THE OFFER INCLUDES A RESERVATION OF UP TO [●] EQUITY SHARES AGGREGATING UP TO ₹[●] MILLION (CONSTITUTING UP TO [●]% OF THE POST-OFFER PAID-UP EQUITY SHARE CAPITAL OF OUR COMPANY) FOR SUBSCRIPTION BY ELIGIBLE EMPLOYEES (THE "EMPLOYEE RESERVATION PORTION"). THE OFFER LESS THE EMPLOYEE RESERVATION PORTION IS HEREINAFTER REFERRED TO AS THE "NET OFFER". THE OFFER AND THE NET OFFER SHALL CONSTITUTE [●]% AND [●]%, RESPECTIVELY, OF THE POST-OFFER PAID-UP EQUITY SHARE CAPITAL OF OUR COMPANY. OUR COMPANY AND THE SELLING SHAREHOLDERS IN CONSULTATION WITH THE BRLMS, MAY OFFER A DISCOUNT OF UP TO 10% (EQUIVALENT TO ₹ [●] PER EQUITY SHARE) TO THE OFFER PRICE TO ELIGIBLE EMPLOYEES BIDDING IN THE EMPLOYEE RESERVATION PORTION ("EMPLOYEE DISCOUNT").

THE OFFER PRICE IS [●] TIMES THE FACE VALUE OF THE EQUITY SHARES. THE PRICE BAND AND THE MINIMUM BID LOT WILL BE DECIDED BY OUR COMPANY AND TPG GROWTH III SF PTE. LTD., IN CONSULTATION WITH THE BOOK RUNNING LEAD MANAGERS, AND WILL BE ADVERTISED IN [●] EDITIONS OF [●] (A WIDELY CIRCULATED ENGLISH NATIONAL DAILY NEWSPAPER) AND [●] EDITIONS OF [●] (A WIDELY CIRCULATED HINDI NATIONAL DAILY NEWSPAPER, HINDI ALSO BEING THE REGIONAL LANGUAGE OF DELHI WHERE OUR REGISTERED AND CORPORATE OFFICE IS LOCATED), AT LEAST TWO WORKING DAYS PRIOR TO THE BID / OFFER OPENING DATE AND SHALL BE MADE AVAILABLE TO BSE LIMITED ("BSE") AND NATIONAL STOCK EXCHANGE OF INDIA LIMITED ("NSE", AND TOGETHER WITH BSE, THE "STOCK EXCHANGES") FOR UPLOADING ON THEIR RESPECTIVE WEBSITES.

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

This Offer is being made in terms of Rule 19(2)(b) of the Securities Contracts (Regulation) Rules, 1957, as amended ("**SCRR**") read with Regulation 31 of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the "**SEBI ICDR Regulations**"). This Offer is being made through the Book Building Process in accordance with Regulation 6(1) of the SEBI ICDR Regulations wherein not more than 50% of the Net Offer shall be available for allocation on a proportionate basis to Qualified Institutional Buyers ("**QIBs**" and such portion, the "**QIB Portion**"), provided that our Company and TPG Growth III SF Pte. Ltd., in consultation with the Book Running Lead Managers may allocate up to 60% of the QIB Portion to Anchor Investors on a discretionary basis ("**Anchor Investor Portion**"). One-third of the Anchor Investor Portion shall be reserved for domestic Mutual Funds only, subject to valid Bids being received from the domestic Mutual Funds at or above the price at which allocation is made to Anchor Investors ("**Anchor Investor Allocation Price**") in accordance with the SEBI ICDR Regulations. In the event of under-subscription, or non-allocation in the Anchor Investor Portion, the balance Equity Shares shall be added to the QIB Portion (other than Anchor Investor Portion) ("**Net QIB Portion**"). Further, 5% of the Net QIB Portion shall be available for allocation on a proportionate basis to Mutual Funds only, and the remainder of the Net QIB 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. Further, not less than 15% of the Net Offer shall be available for allocation on a proportionate basis to Non-Institutional Bidders and not less than 35% 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. All Bidders, other than Anchor Investors, are mandatorily required to participate in the Offer through the Application Supported by Blocked Amount ("**ASBA**") process by providing details of their respective ASBA Account, (including UPI ID in case of Retail Individual Bidders), in which the corresponding Bid Amounts will be blocked by the SCSBs or the Sponsor Bank under the UPI Mechanism, as applicable, to participate in the Offer. Anchor Investors are not permitted to participate in the Anchor Investor Portion through the ASBA Process. Further, up to [●] Equity Shares, aggregating up to ₹ [●] million shall be made available for allocation on a proportionate basis to Eligible Employees applying under the Employee Reservation Portion, subject to valid Bids received from them at or above the Offer Price. For details, see "*Offer Procedure*" on page 375.

RISKS IN RELATION TO THE FIRST OFFER

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 ₹ 5 each. The Offer Price and Price Band, as determined and justified by our Company and TPG Growth III SF Pte. Ltd. in consultation with the Book Running Lead Managers, in accordance with the SEBI ICDR Regulations, and as stated in "*Basis for the Offer Price*" on page 102, should not be taken to be indicative of the market price of the Equity Shares after the Equity Shares are listed. No assurance can be given regarding an active and/or sustained trading in the Equity Shares nor regarding the price at which the Equity Shares will be traded after listing.

GENERAL RISK

Investments in equity and equity-related securities involve a degree of risk and investors should not invest any funds in the Offer unless they can afford to take the risk of losing their investment. Investors are advised to read the risk factors carefully before taking an investment decision in the 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 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 "*Risk Factors*" on page 27.

ISSUER'S AND SELLING SHAREHOLDERS' 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 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. Each of the Selling Shareholders, severally and not jointly, accepts responsibility for and confirms that the statements made or confirmed by such Selling Shareholder in this Draft Red Herring Prospectus to the extent of information specifically pertaining to them and their respective portion of the Offered Shares and assume responsibility that such statements are true and correct in all material respects and not misleading in any material respect. Each Selling Shareholder assumes no responsibility for any other statement, including, inter alia, any of the statements made by or relating to our Company, or the other Selling Shareholders or in relation to the Company's business in this Draft Red Herring Prospectus.

LISTING

The Equity Shares to be offered through the Red Herring Prospectus are proposed to be listed on the Stock Exchanges. Our Company has received 'in-principle' approvals from BSE and NSE for the listing of the Equity Shares pursuant to letters dated [●] and [●], respectively. For the purposes of the Offer, [●] shall be the Designated Stock Exchange. A signed copy of the Red Herring Prospectus and the Prospectus shall be filed with the RoC in accordance with Section 26(4) and Section 32 of the Companies Act, 2013. For details of the material contracts and documents available for inspection from the date of the Red Herring Prospectus until the Bid / Offer Closing Date, see "*Material Contracts and Documents for Inspection*" on page 482.

BOOK RUNNING LEAD MANAGERS				REGISTRAR TO THE OFFER
JM Financial Limited 7th Floor, Cnergy Appasaheb Marathe Marg Prabhadevi, Mumbai 400 025 Maharashtra, India **Telephone:** + 91 22 6630 3030 **E-mail:** cal@jmfl.com **Investor grievance e-mail**: grievance.ibd@jmfl.com **Website**: www.jmfl.com **Contact person**: Prachee Dhuri **SEBI registration number**: INM000010361	**BofA Securities India Limited** Ground Floor, "A" Wing One BKC, "G" Block Bandra Kurla Complex Bandra (East), Mumbai 400 051 Maharashtra, India **Telephone:** +91 22 6632 8000 **Email:** dg.Campus_ipo@bofa.com **Investor grievance email**: dg.india_merchantbanking@bofa.com **Website**: www.ml-india.com **Contact Person**: Vivek Arora **SEBI Registration No**: INM000011625	**CLSA India Private Limited** 8/F Dalamal House, Nariman Point Mumbai 400 021 Maharashtra, India **Telephone:** +91 22 6650 5050 **Email:** campus.ipo@clsa.com **Investor grievance email:** investor.helpdesk@clsa.com **Website**: www.india.clsa.com **Contact Person**: Prachi Chandgothia **SEBI Registration No**: INM000010619	**Kotak Mahindra Capital Company Limited** 1st Floor, 27 BKC, Plot No. C-27 G Block, Bandra Kurla Complex, Bandra (East), Mumbai 400 051 Maharashtra, India **Telephone:** +91 22 4336 0000 **Email:** Campus.ipo@Kotak.com **Investor grievance email**: kmccredressal@kotak.com **Website**: https://investmentbank.kotak.com **Contact Person**: Ganesh Rane **SEBI Registration No**: INM000008704	**Link Intime India Private Limited** C 101, 247 Park L.B.S. Marg Vikhroli (West), Mumbai 400 083 Maharashtra, India **Telephone**: +91 22 4918 6200 **E-mail**: campus.ipo@linkintime.co.in **Investor grievance e-mail**: campus.ipo@linkintime.co.in **Website**: www.linkintime.co.in **Contact person**: Shanti Gopalkrishnan **SEBI registration number**: INR000004058

BID / OFFER PROGRAMME

BID / OFFER OPENS ON	[●]*
BID / OFFER CLOSES ON	[●]**

* *Our Company and TPG Growth III SF Pte. Ltd. may, in consultation with the Book Running Lead Managers, consider participation by Anchor Investors in accordance with the SEBI ICDR Regulations. The Anchor Investor Bidding Date shall be one Working Day prior to the Bid / Offer Opening Date.*

** *Our Company and TPG Growth III SF Pte. Ltd. may, in consultation with the Book Running Lead Managers, consider closing the Bid / Offer Period for QIBs one Working Day prior to the Bid / Offer Closing Date in accordance with the SEBI ICDR Regulations.*

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SECTION I - GENERAL

DEFINITIONS AND ABBREVIATIONS

This Draft Red Herring Prospectus uses certain definitions and abbreviations which, unless the context otherwise indicates or implies, or unless otherwise specified, shall have the meaning as provided below, and references to any legislation, act, regulation, rules, guidelines or policies shall be to such legislation, act, regulation, rule guidelines or policy as amended from time to time and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision.

The words and expressions used in this Draft Red Herring Prospectus but not defined herein, shall have, to the extent applicable, the meanings ascribed to such terms under the Companies Act, the SEBI ICDR Regulations, the SCRA, the Depositories Act or the rules and regulations made thereunder.

Notwithstanding the foregoing, terms in "Basis for the Offer Price", "Statement of Possible Special Tax Benefits", "Industry Overview", "Key Regulations and Policies in India", "Financial Statements", "Outstanding Litigation and Other Material Developments", and "Main Provisions of the Articles of Association" on pages 102, 105, 110, 193, 234, 342, and 394, respectively, will have the meaning ascribed to such terms in those respective sections.

General terms

Term	Description
our Company / the Company / we / us / our / the Issuer	Campus Activewear Limited, a public limited company incorporated under the Companies Act, 1956 and having its Registered and Corporate Office at D-1, Udyog Nagar, Main Rohtak Road, New Delhi, Delhi – 110041

Company related terms

Term	Description
2018 ESOP Scheme	Campus Activewear Private Limited Employee Stock Option Plan 2018
2021 ESOP Scheme	Campus Activewear Private Limited Employee Stock Option Plan 2021
2021 ESOP Scheme – SG	Campus Activewear Limited Employee Stock Option Plan 2021 – Special Grant
2021 ESOP Scheme - VP	Campus Activewear Limited Employee Stock Option Plan 2021 - Vision Pool
AoA / Articles of Association / Articles	The articles of association of our Company, as amended
Audit Committee	Audit committee of our Company, described in "*Our Management – Corporate Governance*" on page 213
Auditors / Statutory Auditors	The statutory auditors of our Company, namely B S R & Associates LLP, Chartered Accountants
Board / Board of Directors	The board of directors of our Company
CAIPL	Campus AI Private Limited.
CEO	Chief executive officer of our Company, namely Nikhil Aggarwal
Chairman	The chairman of our Company, namely Hari Krishan Agarwal
Chief Financial Officer	Chief financial officer of our Company, namely Raman Chawla
Company Secretary and Compliance Officer	Company secretary and compliance officer of our Company, namely Archana Maini
Corporate Social Responsibility Committee	The corporate social responsibility committee of our Company, described in "*Our Management – Corporate Governance*" on page 213
Director(s)	The director(s) on our Board
Equity Shares	The equity shares of our Company bearing face value of ₹ 5 each
ESOP Schemes	Collectively, the Campus Activewear Private Limited Employee Stock Option Plan 2018, Campus Activewear Private Limited Employee Stock Option Plan 2021, Campus Activewear Limited Employee Stock Option Plan 2021 – Special Grant, and Campus Activewear Limited Employee Stock Option Plan 2021 - Vision Pool
Executive Director(s)	Executive director(s) of our Company
Group Companies	The group companies of our Company in accordance with the SEBI ICDR Regulations. For details, see "*Group Companies*" on page 230
Independent Director(s)	Independent director(s) of our Company
Investor Selling Shareholders	TPG Growth III SF Pte. Ltd. and QRG Enterprises Limited
IPO Committee	IPO committee of the board of directors of our Company, comprising Nikhil Aggarwal, Ankur Nand Thadani, and Nitin Savara

Term	Description
Key Managerial Personnel	Key managerial personnel of our Company in terms of Regulation 2(1)(bb) of the SEBI ICDR Regulations and Section 2(51) of the Companies Act, 2013 and as further described in "*Our Management – Key Managerial Personnel*" on page 221
Managing Director	The managing director of our Company, namely Hari Krishan Agarwal
Materiality Policy	The policy adopted by our Board on December 21, 2021 for identification of material (a) outstanding civil litigation proceedings; (b) group companies; and (c) creditors, pursuant to the requirements of the SEBI ICDR Regulations and for the purposes of disclosure in this Draft Red Herring Prospectus
MoA / Memorandum of Association	The memorandum of association of our Company, as amended
Nomination and Remuneration Committee	The nomination and remuneration committee of our Company, described in "*Our Management – Corporate Governance*" on page 213
Non-Independent Non-Executive Director(s)	Non-independent non-executive director(s) of our Company
Other Selling Shareholders	Rajiv Goel and Rajesh Kumar Gupta
Promoter Group	Persons and entities constituting the promoter group of our Company, pursuant to Regulation 2(1)(pp) of the SEBI ICDR Regulations and as disclosed in "*Our Promoters and Promoter Group*" on page 225
Promoter(s)	The Promoter(s) of our Company, namely Hari Krishan Agarwal and Nikhil Aggarwal. For details, see "*Our Promoters and Promoter Group*" on page 225
Promoter Selling Shareholders	Hari Krishan Agarwal and Nikhil Aggarwal
Registered and Corporate Office	The registered and corporate office of our Company, situated at D-1, Udyog Nagar, Main Rohtak Road, New Delhi, Delhi – 110041
Restated Consolidated Financial Information	The restated consolidated financial information of our Company and its subsidiaries comprising the restated consolidated balance sheet as at September 30, 2021, September 30, 2020, March 31, 2021, March 31, 2020 and March 31, 2019, the restated consolidated statement of profit and loss (including other comprehensive income), the restated consolidated statement of changes in equity, the restated consolidated cash flows for the six months period ended September 30, 2021 and September 30, 2020 and for the years ended March 31, 2021, March 31, 2020 and March 31, 2019, and the summary statement of significant accounting policies, and other explanatory information each prepared in accordance with Ind AS, and restated in accordance with the requirements of the SEBI ICDR Regulations, as amended from time to time, and the Guidance Note on Reports in Company Prospectuses (Revised 2019) issued by the ICAI
Risk Management Committee	The risk management committee of our Company, described in "*Our Management – Corporate Governance*" on page 213
RoC / Registrar of Companies	The Registrar of Companies, Delhi and Haryana at New Delhi
Selling Shareholders	Collectively, the Promoter Selling Shareholders, the Investor Selling Shareholders and the Other Selling Shareholders
Senior Management Personnel	Senior management personnel of our Company, and as further described in "*Our Management – Senior Management Personnel*" on page 222
SHA	Shareholders' agreement dated August 30, 2017, executed between TPG Growth III SF Pte. Ltd., QRG Enterprises Limited, Rajiv Goel, Rajesh Kumar Gupta, our Company and our Promoters, as amended by the amendment agreement dated December 10, 2021, entered into between TPG Growth III SF Pte. Ltd., QRG Enterprises Limited, Rajiv Goel, Rajesh Kumar Gupta, our Company and our Promoters and deed of adherence dated November 18, 2021, entered into between the Parties, Salisbury Investments Private Limited, Chaitanya Vaidya and Kumud Vaidya
Shareholders	The holders of the Equity Shares from time to time
Stakeholders' Relationship Committee	The stakeholders' relationship committee of our Company, described in "*Our Management – Corporate Governance*" on page 213
Subsidiary / Material Subsidiary	Our wholly-owned subsidiary, Campus AI Private Limited. Campus AI Private Limited is also a material subsidiary of our Company in terms of the SEBI ICDR Regulations. For further details about Campus AI Private Limited, see "*History and Certain Corporate Matters - Our Subsidiary*" on page 200
Technopak	Technopak Advisors Private Limited
Technopak Report	Industry Report titled "*Report on Footwear Retail in India*" dated December 18, 2021, which is exclusively prepared for the purpose of the Offer and issued by Technopak and is commissioned and paid for by our Company. Technopak was appointed on August 6, 2021. The Technopak Report is available on the website of our Company at www.campusactivewear.com.
Whole-Time Director	The whole-time director of our Company, namely Nikhil Aggarwal

Offer-related terms

Term	Description
Acknowledgement Slip	The slip or document issued by a Designated Intermediary(ies) to a Bidder as proof of registration of the Bid cum Application Form
Allot / Allotment / Allotted	Unless the context otherwise requires, the transfer of the Offered Shares by the Selling Shareholders pursuant to the Offer for Sale to the successful Bidders
Allotment Advice	Note or advice or intimation of Allotment sent to the Bidders who have been or are to be Allotted the Equity Shares after the Basis of Allotment has been approved by the Designated Stock Exchange
Allottee	A successful Bidder to whom the Equity Shares are Allotted
Anchor Investor(s)	A Qualified Institutional Buyer, applying under the Anchor Investor Portion in accordance with the requirements specified in the SEBI ICDR Regulations and the Red Herring Prospectus
Anchor Investor Allocation Price	The price at which the Offered Shares will be allocated to Anchor Investors in terms of the Red Herring Prospectus, which will be decided by our Company and TPG Growth III SF Pte. Ltd., in consultation with the Book Running Lead Managers during the Anchor Investor Bidding Date
Anchor Investor Application Form	The form used by an Anchor Investor to make a Bid in the Anchor Investor Portion and which will be considered as an application for Allotment in terms of the Red Herring Prospectus and Prospectus
Anchor Investor Bidding Date	The day, being one Working Day prior to the Bid / Offer Opening Date, on which Bids by Anchor Investors shall be submitted, prior to and after which the Book Running Lead Managers will not accept any Bids from Anchor Investors, and allocation to Anchor Investors shall be completed
Anchor Investor Offer Price	Final price at which the Equity Shares will be Allotted to Anchor Investors in terms of the Red Herring Prospectus and the Prospectus, which price will be equal to or higher than the Offer Price but not higher than the Cap Price. The Anchor Investor Offer Price will be decided by our Company and TPG Growth III SF Pte. Ltd., in consultation with the Book Running Lead Managers
Anchor Investor Portion	Up to 60% of the QIB Portion which may be allocated by our Company and TPG Growth III SF Pte. Ltd., in consultation with the Book Running Lead Managers, to Anchor Investors on a discretionary basis, in accordance with the SEBI ICDR Regulations One-third of the Anchor Investor Portion 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
Anchor Investor Pay-in Date	With respect to Anchor Investor(s), 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
Application Supported by Blocked Amount / ASBA	An application, whether physical or electronic, used by ASBA Bidders to make a Bid and authorize an SCSB to block the Bid Amount in the ASBA Account and will include applications made by RIBs using the UPI Mechanism where the Bid Amount will be blocked upon acceptance of UPI Mandate Request by RIBs using the UPI Mechanism
ASBA Account	A bank account maintained by ASBA Bidders with an SCSB and specified in the ASBA Form submitted by such ASBA Bidder in which funds will be blocked by such SCSB to the extent of the specified in the ASBA Form submitted by such ASBA Bidder and includes a bank account maintained by a Retail Individual Bidder linked to a UPI ID, which will be blocked by the SCSB upon acceptance of the UPI Mandate Request in relation to a Bid by a Retail Individual Bidder Bidding through the UPI Mechanism
ASBA Bidders	All Bidders except Anchor Investors
ASBA Form	An application form, whether physical or electronic, used by ASBA Bidders which will be considered as the application for Allotment in terms of the Red Herring Prospectus and the Prospectus
Banker(s) to the Offer	Collectively, the Escrow Collection Bank(s), Refund Bank(s), Sponsor Bank and Public Offer Account Bank(s)
Basis of Allotment	Basis on which Equity Shares will be Allotted to successful Bidders under the Offer, as described in "*Offer Procedure*" on page 375
Bid	An indication to make an offer during the Bid / Offer Period by an ASBA Bidder pursuant to submission of the ASBA Form, or during the Anchor Investor Bidding Date by an Anchor Investor pursuant to submission of the Anchor Investor Application Form, to subscribe to or purchase the Equity Shares of our Company at a price within the Price Band, including all revisions and modifications thereto as permitted under the SEBI ICDR Regulations. The term "**Bidding**" shall be construed accordingly

Term	Description
Bid Amount	The highest value of optional Bids indicated in the Bid cum Application Form and payable by the Bidder or blocked in the ASBA Account of the ASBA Bidders, as the case maybe, upon submission of the Bid in the Offer, as applicable.
Bid cum Application Form	The Anchor Investor Application Form or the ASBA Form, as the context requires
Bid Lot	[●] Equity Shares and in multiples of [●] Equity Shares thereafter
Bid / Offer Closing Date	Except in relation to any Bids received from the Anchor Investors, the date after which the Designated Intermediaries will not accept any Bids, being [●], which shall be published in [●] editions of [●] (a widely circulated English national daily newspaper) and [●] editions of [●] (a widely circulated Hindi national daily newspaper, Hindi also being the regional language of Delhi, where our Registered and Corporate Office is located). In case of any revisions, the extended Bid / Offer Closing Date shall also be notified on the websites and terminals of the members of the Syndicate, as required under the SEBI ICDR Regulations and communicated to the Designated Intermediaries and the Sponsor Bank
Bid / Offer Opening Date	Except in relation to any Bids received from the Anchor Investors, the date on which the Designated Intermediaries shall start accepting Bids, being [●], which shall be published in [●] editions of [●] (a widely circulated English national daily newspaper) and [●] editions of [●] (a widely circulated Hindi national daily newspaper, Hindi also being the regional language of Delhi, where our Registered and Corporate Office is located)
Bid / Offer Period	Except in relation to Anchor Investors, the period between the Bid / Offer Opening Date and the Bid / Offer Closing Date, inclusive of both days, during which prospective Bidders can submit their Bids, including any revisions thereof, in accordance with the SEBI ICDR Regulations. Provided that the Bidding shall be kept open for a minimum of three Working Days for all categories of Bidders, other than Anchor Investors Our Company and TPG Growth III SF Pte. Ltd. may, in consultation with the Book Running Lead Managers, consider closing the Bid / Offer Period for the QIB Category one Working Day prior to the Bid / Offer Closing Date in accordance with the SEBI ICDR Regulations
Bidder	Any prospective investor who makes a Bid pursuant to the terms of the Red Herring Prospectus and the Bid cum Application Form and unless otherwise stated or implied, includes an Anchor Investor
Bidding Centres	Centres at which the Designated Intermediaries shall accept the ASBA Forms, i.e., Designated SCSB Branches for SCSBs, Specified Locations for Syndicate, Broker Centres for Registered Brokers, Designated RTA Locations for RTAs and Designated CDP Locations for CDPs
BofA	BofA Securities India Limited
Book Building Process	Book building process, as provided in Schedule XIII of the SEBI ICDR Regulations, in terms of which the Offer is being made
Book Running Lead Managers / BRLMs	The book running lead managers to the Offer namely, JM Financial Limited, BofA Securities India Limited, CLSA India Private Limited and Kotak Mahindra Capital Company Limited
Broker Centres	Broker centres notified by the Stock Exchanges where Bidders can submit the ASBA Forms to a Registered Broker The details of such Broker Centres, along with the names and contact details of the Registered Broker are available on the respective websites of the Stock Exchanges (www.bseindia.com and www.nseindia.com)
CAN / Confirmation of Allocation Note	Notice or intimation of allocation of the Equity Shares sent to Anchor Investors, who have been allocated the Equity Shares, on / after the Anchor Investor Bidding Date
Cap Price	The higher end of the Price Band, above which the Offer Price and the Anchor Investor Offer Price will not be finalised and above which no Bids will be accepted
Cash Escrow and Sponsor Bank Agreement	Agreement to be entered into by our Company, the Selling Shareholders, the Registrar to the Offer, the Book Running Lead Managers, Syndicate Members and the Banker(s) to the Offer for the appointment of the Sponsor Bank in accordance with the UPI Circulars, the collection of the Bid Amounts from Anchor Investors, transfer of funds to the Public Offer Account(s) and where applicable, refunds of the amounts collected from Bidders, on the terms and conditions thereof
Client ID	Client identification number maintained with one of the Depositories in relation to demat account
CLSA	CLSA India Private Limited
Collecting Depository Participant(s) / 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 the circular issued by SEBI as per the list available on the websites of BSE and NSE
Collecting Registrar and Share Transfer Agents / CRTAs	Registrar and share transfer agents registered with SEBI and eligible to procure Bids at the Designated RTA Locations in terms of the UPI Circulars

Term	Description
Cut-off Price	Offer Price, finalised by our Company and TPG Growth III SF Pte. Ltd., in consultation with the Book Running Lead Managers, which shall be any price within the Price Band Only Retail Individual Bidders and Eligible Employees Bidding under the 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	Details of the Bidders including the Bidder's address, name of the Bidder's father / husband, investor status, occupation and bank account details and UPI ID, where applicable
Designated CDP Locations	Such locations of the CDPs where Bidders can submit the ASBA Forms. The details of such Designated CDP Locations, along with names and contact details of the Collecting Depository Participants eligible to accept ASBA Forms are available on the respective websites of the Stock Exchanges (www.bseindia.com and www.nseindia.com)
Designated Date	The date on which funds are transferred from the Escrow Account(s) and the amounts blocked are transferred from the ASBA Accounts, as the case may be, to the Public Offer Account(s) or the Refund Account(s), as appropriate, in terms of the Red Herring Prospectus and the Prospectus, after the finalisation of the Basis of Allotment in consultation with the Designated Stock Exchange, following which the Board of Directors may Allot Equity Shares to successful Bidders in the Offer
Designated Intermediaries	In relation to ASBA Forms submitted by RIBs by authorising an SCSB to block the Bid Amount in the ASBA Account, Designated Intermediaries shall mean SCSBs. In relation to ASBA Forms submitted by RIBs where the Bid Amount will be blocked upon acceptance of UPI Mandate Request by such RIB using the UPI Mechanism, Designated Intermediaries shall mean Syndicate, sub-syndicate / agents, Registered Brokers, CDPs, SCSBs and RTAs. In relation to ASBA Forms submitted by QIBs and Non-Institutional Bidders, Designated Intermediaries shall mean Syndicate, sub-syndicate / agents, SCSBs, Registered Brokers, the CDPs and RTAs
Designated RTA Locations	Such locations of the RTAs where Bidders can submit the ASBA Forms to RTAs. The details of such Designated RTA Locations, along with names and contact details of the RTAs eligible to accept ASBA Forms are available on the respective websites of the Stock Exchanges (www.bseindia.com and www.nseindia.com)
Designated SCSB Branches	Such branches of the SCSBs which shall collect the ASBA Forms, a list of which is available on the website of SEBI at https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognised=yes or at such other website as may be prescribed by SEBI from time to time
Designated Stock Exchange	[●]
Draft Red Herring Prospectus / DRHP	This draft red herring prospectus dated [●], 2021 issued in accordance with the SEBI ICDR Regulations, which does not contain complete particulars of the price at which the Equity Shares will be Allotted and the size of the Offer, including any addenda or corrigenda thereto
Eligible NRI(s)	NRI(s) from jurisdictions outside India where it is not unlawful to make an offer or invitation under the Offer and in relation to whom the ASBA Form and the Red Herring Prospectus will constitute an invitation to subscribe to or to purchase the Equity Shares
Eligible Employees	(a) a permanent employee of our Company or of our Subsidiary (excluding such employees who are not eligible to invest in the Offer under applicable laws) as of the date of filing of the Red Herring Prospectus with the RoC and who continues to be a permanent employee of our Company or of our Subsidiary, until the submission of the Bid cum Application Form; and (b) a Director of our Company or of the Subsidiary of our Company, whether whole time or not, who is eligible to apply under the Employee Reservation Portion under applicable law as on the date of filing of the Red Herring Prospectus with the RoC and who continues to be a Director of our Company or of our Subsidiary, until the submission of the Bid cum Application Form, but not including Directors who either themselves or through their relatives or through any body corporate, directly or indirectly, hold more than 10% of the outstanding Equity Shares of our Company. 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 undersubscription in the Employee Reservation Portion, the unsubscribed portion will be available for allocation and Allotment, proportionately to all Eligible Employees who have Bid in excess of ₹200,000 (net of Employee Discount), subject to the maximum value of Allotment made to such Eligible Employee not exceeding ₹ 500,000 (net of Employee Discount).

Term	Description
Escrow Account(s)	Account(s) opened with the Escrow Collection Bank(s) and in whose favour the Anchor Investors will transfer money through direct credit / NEFT / RTGS / NACH in respect of the Bid Amount when submitting a Bid
Escrow Collection Bank(s)	The Bank(s) which are registered with SEBI as bankers to an issue and with whom the Escrow Account(s) will be opened, in this case being [●]
Employee Discount	Our Company and TPG Growth III SF Pte. Ltd., in consultation with the BRLMs, may offer a discount of up to [●]% on the Offer Price (equivalent of ₹ [●] per Equity Share) to Eligible Employees which shall be announced at least two Working Days prior to the Bid / Offer Opening Date
Employee Reservation Portion	The portion of the Offer being up to [●] Equity Shares, aggregating up to ₹ [●] million available for allocation to Eligible Employees, on a proportionate basis. Such portion shall not exceed 5% of the post-Offer Equity Share capital of our Company
First Bidder	Bidder whose name shall be mentioned in the Bid cum Application Form or the Revision Form and in case of joint Bids, whose name shall also appear as the first holder of the beneficiary account held in joint names
Floor Price	The lower end of the Price Band, subject to any revision(s) thereto, at or above which the Offer Price and the Anchor Investor Offer Price will be finalised and below which no Bids will be accepted
General Information Document	The General Information Document for investing in public issues prepared and issued in accordance with the SEBI circular no. SEBI/HO/CFD/DIL1/CIR/P/2020/37 dated March 17, 2020 and the UPI Circulars, as amended from time to time. The General Information Document shall be available on the websites of the Stock Exchanges and the Book Running Lead Managers
JM	JM Financial Limited
Kotak	Kotak Mahindra Capital Company Limited
Mobile App	The mobile applications which may be used by RIBs to submit Bids using the UPI Mechanism as provided under 'Annexure A' for the SEBI circular number SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019.
Mutual Fund Portion	5% of the Net QIB Portion, or [●] Equity Shares, which shall be available for allocation to Mutual Funds only on a proportionate basis, subject to valid Bids being received at or above the Offer Price
Net Offer	The Offer less the Employee Reservation Portion
Net QIB Portion	The portion of the QIB Portion less the number of Equity Shares Allotted to the Anchor Investors
Non-Institutional Bidder / NIBs	All Bidders that are not QIBs or Retail Individual Bidders and who have Bid for Equity Shares for an amount more than ₹ 200,000 (but not including NRIs other than Eligible NRIs)
Non-Institutional Portion	The portion of the Offer being not less than 15% of the Net Offer, consisting of [●] Equity Shares, which shall be available for allocation on a proportionate basis to Non-Institutional Bidders, subject to valid Bids being received at or above the Offer Price
Non-Resident	A person resident outside India, as defined under FEMA and includes NRIs, FPIs and FVCIs
Offer / Offer for Sale	Initial public offer of up to 51,000,000 Equity Shares for cash at a price of ₹ [●] each (including a share premium of ₹ [●] per Equity Share), aggregating up to ₹ [●] million, through an offer for sale, comprising up to 9,000,000 Equity Shares aggregating up to ₹ [●] million by Hari Krishan Agarwal, up to 5,000,000 Equity Shares aggregating up to ₹ [●] million by Nikhil Aggarwal, up to 30,000,000 Equity Shares aggregating up to ₹ [●] million by TPG Growth III SF Pte. Ltd., up to 6,700,000 Equity Shares aggregating up to ₹ [●] million by QRG Enterprises Limited, up to 100,000 Equity Shares aggregating up to ₹ [●] million by Rajiv Goel and up to 200,000 Equity Shares aggregating up to ₹ [●] million by Rajesh Kumar Gupta
Offer Agreement	The agreement dated December 24, 2021 amongst our Company, the Selling Shareholders and the Book Running Lead Managers
Offer Price	The final price at which Equity Shares will be Allotted to successful Bidders, other than Anchor Investors. Equity Shares will be Allotted to Anchor Investors at the Anchor Investor Offer Price in terms of the Red Herring Prospectus. The Offer Price will be decided by our Company and TPG Growth III SF Pte. Ltd., in consultation with the Book Running Lead Managers on the Pricing Date, in accordance with the Book Building Process and in terms of the Red Herring Prospectus
Offer Proceeds	The proceeds of the Offer for Sale which shall be available to the Selling Shareholders. For further information about use of the Offer Proceeds, see "*Objects of the Offer*" on page 99

Term	Description
Offered Shares	The Equity Shares being offered for sale by the Selling Shareholders as part of the Offer comprising up to 9,000,000 Equity Shares by Hari Krishan Agarwal, up to 5,000,000 Equity Shares by Nikhil Aggarwal, up to 30,000,000 Equity Shares by TPG Growth III SF Pte. Ltd., up to 6,700,000 Equity Shares by QRG Enterprises Limited, up to 100,000 Equity Shares by Rajiv Goel and up to 200,000 Equity Shares by Rajesh Kumar Gupta
Price Band	Price band of a minimum price of ₹ [●] per Equity Share (Floor Price) and the maximum price of ₹ [●] per Equity Share (Cap Price) including any revisions thereof. The Price Band and the minimum Bid Lot for the Offer will be decided by our Company and TPG Growth III SF Pte. Ltd. in consultation with the Book Running Lead Managers, and will be advertised in [●] editions of [●] (a widely circulated English national daily newspaper) and [●] editions of [●] (a widely circulated Hindi national daily newspaper, Hindi also being the regional language of Delhi, where our Registered and Corporate 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 respective websites
Pricing Date	The date on which our Company and TPG Growth III SF Pte. Ltd. in consultation with the Book Running Lead Managers, will finalise the Offer Price
Promoters' Contribution	Aggregate of 20% of the fully diluted post-Offer Equity Share capital of our Company that is eligible to form part of the minimum promoters' contribution, as required under the provisions of the SEBI ICDR Regulations, held by our Promoters, which shall be locked-in for a period of eighteen months from the date of Allotment
Prospectus	The Prospectus to be filed with the RoC in accordance with 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 'no-lien' and 'non-interest bearing' bank account(s) to be opened with the Public Offer Account Bank(s) under Section 40(3) of the Companies Act, 2013, to receive monies from the Escrow Account(s) and ASBA Accounts on the Designated Date
Public Offer Account Bank(s)	The banks with which the Public Offer Account(s) is opened for collection of Bid Amounts from Escrow Account(s) and ASBA Accounts on the Designated Date, in this case being [●]
QIB Category / QIB Portion	The portion of the Offer (including the Anchor Investor Portion) being not more than 50% of the Net Offer, consisting of up to [●] Equity Shares aggregating up to ₹ [●] million which shall be Allotted to QIBs (including Anchor Investors) on a proportionate basis, including the Anchor Investor Portion (in which allocation shall be on a discretionary basis, as determined by our Company and TPG Growth III SF Pte. Ltd. in consultation with the BRLMs), subject to valid Bids being received at or above the Offer Price
Qualified Institutional Buyers / QIBs / QIB Bidders	Qualified institutional buyers as defined under Regulation 2(1)(ss) of the SEBI ICDR Regulations
Red Herring Prospectus / RHP	The red herring prospectus to be issued in accordance with Section 32 of the Companies Act, 2013 and the provisions of the SEBI ICDR Regulations, which will not have complete particulars of the price at which the Equity Shares will be offered and the size of the Offer including any addenda or corrigenda thereto The Red Herring Prospectus will be filed with the RoC at least three Working Days before the Bid / Offer Opening Date and will become the Prospectus upon filing with the RoC after the Pricing Date
Refund Account(s)	The account(s) opened with the Refund Bank(s), from which refunds, if any, of the whole or part of the Bid Amount to the Anchor Investors shall be made
Refund Bank(s)	The Banker(s) to the Offer with whom the Refund Account(s) will be opened, in this case being [●]
Registered Brokers	Stock brokers registered with the stock exchanges having nationwide terminals, other than the Book Running Lead Managers and the Syndicate Members and eligible to procure Bids
Registrar Agreement	The agreement dated December 22, 2021 among our Company, the Selling Shareholders and the Registrar to the Offer in relation to the responsibilities and obligations of the Registrar to the Offer pertaining to the Offer
Registrar and Share Transfer Agents / RTAs	Registrar and share transfer agents registered with SEBI and eligible to procure Bids at the Designated RTA Locations as per the lists available on the websites of BSE and NSE
Registrar to the Offer / Registrar	Link Intime India Private Limited
Retail Individual Bidder(s) / RIB(s)	Individual Bidders, who have Bid for the Equity Shares for an amount not more than ₹ 200,000 in any of the bidding options in the Offer (including HUFs applying through their *karta* and Eligible NRIs and does not include NRIs other than Eligible NRIs)

Term	Description
Retail Portion	The portion of the Offer being not less than 35% of the Net Offer consisting of up to [●] Equity Shares aggregating up to ₹ [●] million, which 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
Revision Form	Form used by the Bidders to modify the quantity of the Equity Shares or the Bid Amount in any of their ASBA Form(s) or any previous Revision Form(s), as applicable QIB Bidders and Non-Institutional Bidders are not allowed to withdraw or lower their Bids (in terms of quantity of Equity Shares or the Bid Amount) at any stage. Retail Individual Bidders and Eligible Employees Bidding in the Employee Reservation Portion can revise their Bids during the Bid / Offer Period and withdraw their Bids until Bid / Offer Closing Date
Self-Certified Syndicate Bank(s) / SCSB(s)	The banks registered with SEBI, offering services: (a) in relation to ASBA (other than using the UPI Mechanism), a list of which is available on the website of SEBI at https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=34 and https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=35, as applicable or such other website as may be prescribed by SEBI from time to time; and (b) in relation to ASBA (using the UPI Mechanism), a list of which is available on the website of SEBI at https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=40, or such other website as may be prescribed by SEBI from time to time Retail Individual Bidders using the UPI Mechanism may only apply through the SCSBs and mobile applications using the UPI handles specified on the website of the SEBI. The list of SCSBs through which Bids can be submitted by RIBs using the UPI Mechanism, including details such as the eligible mobile applications and UPI handle which can be used for such Bids, is available on the website of the SEBI at https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=40 and https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=43 which may be updated from time to time or at such other website as may be prescribed by SEBI from time to time.
Share Escrow Agent	Escrow agent to be appointed pursuant to the Share Escrow Agreement, namely, [●]
Share Escrow Agreement	Agreement to be entered into amongst the Selling Shareholders, our Company and the Share Escrow Agent in connection with the transfer of Equity Shares under the Offer by such Selling Shareholders and credit of such Equity Shares to the demat account of the Allottees
Specified Locations	Bidding Centres where the Syndicate shall accept ASBA Forms from Bidders
Sponsor Bank	The Banker to the Offer registered with SEBI, which has been appointed by our Company to act as a conduit between the Stock Exchanges and the NPCI in order to push the mandate collect requests and / or payment instructions of the RIBs, using the UPI Mechanism and carry out any other responsibilities in terms of the UPI Circulars, in this case being [●]
Stock Exchanges	Collectively, BSE and NSE
Syndicate / members of the Syndicate	The Book Running Lead Managers and the Syndicate Members
Syndicate Agreement	Agreement to be entered into among our Company, the Selling Shareholders, the Book Running Lead Managers and the Syndicate Members in relation to collection of Bid cum Application Forms by Syndicate
Syndicate Member(s)	Intermediaries (other than the Book Running Lead Managers) registered with SEBI who are permitted to accept bids, applications and place order with respect to the Offer
Systemically Important Non-Banking Financial Company / NBFC-SI	Systemically important non-banking financial company as defined under Regulation 2(1)(iii) of the SEBI ICDR Regulations
Underwriters	[●]
Underwriting Agreement	Agreement to be entered into among the Underwriters, our Company and the Selling Shareholders on or after the Pricing Date, but prior to filing of the Prospectus
UPI	Unified Payments Interface, which is an instant payment mechanism developed by NPCI

Term	Description
UPI Circulars	SEBI circular number SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 1, 2018, SEBI circular number SEBI/HO/CFD/DIL2/CIR/P/2019/50 dated April 3, 2019, SEBI circular number SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28, 2019, SEBI circular number SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019, SEBI circular number SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019, SEBI circular number SEBI/HO/CFD/DIL2/CIR/P/2020 dated March 30, 2020, SEBI circular number SEBI/HO/CFD/DIL-2/CIR/P/2021/2480/1/M dated March 16, 2021, SEBI circular no. SEBI/HO/CFD/DIL1/CIR/P/2021/47 dated March 31, 2021, SEBI circular number SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021, and any subsequent circulars or notifications issued by SEBI in this regard.
UPI ID	ID created on UPI for single-window mobile payment system developed by the NPCI
UPI Mandate Request	A request (intimating the RIB by way of a notification on the UPI Mobile App and by way of a SMS directing the RIB to such UPI Mobile App) to the RIB initiated by the Sponsor Bank to authorise blocking of funds in the relevant ASBA Account through the UPI Mobile App equivalent to the Bid Amount and subsequent debit of funds in case of Allotment
UPI Mechanism	The mechanism that may be used by an RIB to make a Bid in the Offer in accordance with the UPI Circulars
UPI PIN	Password to authenticate UPI transaction
UPI Streamlining Circular	SEBI circular number SEBI/HO/CFD/DIL-2/CIR/P/2021/2480/1/M dated March 16, 2021 read with SEBI circular number SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021
Wilful Defaulter	A company or person, as the case may be, categorised as a wilful defaulter by any bank or financial institution or consortium thereof, in terms of regulation 2(1)(lll) of the SEBI ICDR Regulations
Working Day	All days on which commercial banks in Mumbai are open for business; provided, however, with reference to (a) announcement of Price Band; and (b) Bid / Offer Period, “Working Day” shall mean all days, excluding all Saturdays, Sundays and public holidays, on which commercial banks in Mumbai are open for business; and with respect to 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 Stock Exchanges, excluding Sundays and bank holidays, as per the circulars issued by SEBI

Conventional and general terms and abbreviations

Term	Description
AIF(s)	Alternative Investment Funds as defined in and registered under the SEBI AIF Regulations
BSE	BSE Limited
CAGR	Compound Annual Growth Rate
Category I AIF	AIFs who are registered as “Category I Alternative Investment Funds” under the SEBI AIF Regulations
Category I FPIs	FPIs who are registered as “Category I Foreign Portfolio Investors” under the SEBI FPI Regulations
Category II AIF	AIFs who are registered as “Category II Alternative Investment Funds” under the SEBI AIF Regulations
Category III AIF	AIFs who are registered as “Category III Alternative Investment Funds” under the SEBI AIF Regulations
CDSL	Central Depository Services (India) Limited
CIN	Corporate Identity Number
Companies Act, 1956	The erstwhile Companies Act, 1956 along with the relevant rules made thereunder
Companies Act / Companies Act, 2013	Companies Act, 2013, along with the relevant rules, regulations, clarifications, circulars and notifications issued thereunder, as amended to the extent currently in force
CSR	Corporate Social Responsibility
Demat	Dematerialised
Depositories	NSDL and CDSL, collectively
Depositories Act	The Depositories Act, 1996
DIN	Director Identification Number
DP ID	Depository Participant’s identity number
DPIIT	The Department for Promotion of Industry and Internal Trade (earlier known as Department of Industrial Policy and Promotion)
EPS	Earnings per share
Euro	Euro, the official currency of the European Union
FCNR Account	Foreign Currency Non Resident (Bank) account established in accordance with the FEMA
FDI	Foreign direct investment

Term	Description
FDI Policy	The consolidated FDI Policy, issued by the Department of Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India, and any modifications thereto or substitutions thereof, issued from time to time
FEMA	The Foreign Exchange Management Act, 1999 read with rules and regulations thereunder
FEMA Rules	Foreign Exchange Management (Non-debt Instruments) Rules, 2019
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
FPIs	Foreign Portfolio Investors, as defined under SEBI FPI Regulations
FVCI	Foreign Venture Capital Investors (as defined under the Securities and Exchange Board of India (Foreign Venture Capital Investors) Regulations, 2000) registered with SEBI
GDP	Gross Domestic Product
GoI / Government / Central Government	Government of India
GST	Goods and Services Tax
HUF(s)	Hindu Undivided Family(ies)
ICAI	Institute of Chartered Accountants of India
IFRS	International Financial Reporting Standards as issued by the International Accounting Standards Board
IGST	Integrated Goods and Services Tax
Income Tax Act	Income Tax Act, 1961
Ind AS / Indian Accounting Standards	The Indian Accounting Standards notified under Section 133 of the Companies Act, 2013 read with the Companies (Indian Accounting Standards) Rules, 2015, as amended and other relevant provisions of the Companies Act, 2013
Ind AS 24	Indian Accounting Standard 24, notified by the Ministry of Corporate Affairs under Section 133 of the Companies Act, 2013 read with the Companies (Indian Accounting Standards) Rules, 2015, as amended and other relevant provisions of the Companies Act, 2013
Ind AS 37	Indian Accounting Standard 37, “Provisions, Contingent Liabilities and Contingent Assets”, notified by the Ministry of Corporate Affairs under Section 133 of the Companies Act, 2013 read with IAS Rules
IGAAP / Indian GAAP / GAAP	Accounting standards notified under section 133 of the Companies Act, 2013, read with Companies (Accounting Standards) Rules, 2006, as amended) and the Companies (Accounts) Rules, 2014, as amended
INR / Rupee / ₹ / Rs.	Indian Rupee, the official currency of the Republic of India
IRDAI	Insurance Regulatory and Development Authority of India
IT	Information Technology
KYC	Know Your Customer
MAT	Minimum Alternate Tax
MCA	The Ministry of Corporate Affairs, Government of India
MoU	Memorandum of Understanding
MSME	Micro, small and medium enterprises
Mutual Funds	Mutual funds registered with the SEBI under the Securities and Exchange Board of India (Mutual Funds) Regulations, 1996
NACH	National Automated Clearing House
NBFC	Non-Banking Financial Company
NCLT	National Company Law Tribunal
NEFT	National Electronic Fund Transfer
NPCI	National Payments Corporation of India
NRI	Person resident outside India, who is a citizen of India or a person of Indian origin, and shall have the meaning ascribed to such term in the Foreign Exchange Management (Deposit) Regulations, 2016 or an overseas citizen of India cardholder within the meaning of section 7(A) of the Citizenship Act, 1955
NRE Account	Non-resident external account established in accordance with the Foreign Exchange Management (Deposit) Regulations, 2016
NRO Account	Non-resident ordinary account established in accordance with the Foreign Exchange Management (Deposit) Regulations, 2016
NSDL	National Securities Depository Limited
NSE	National Stock Exchange of India Limited
OCB	Overseas Corporate Body
PAN	Permanent account number
PAT	Profit after tax
RBI	The Reserve Bank of India
Regulation S	Regulation S under the U.S. Securities Act
RTGS	Real Time Gross Settlement
Rule 144A	Rule 144A under the U.S. Securities Act

Term	Description
SCRA	Securities Contract (Regulation) Act, 1956
SCRR	Securities Contracts (Regulation) Rules, 1957
SEBI	Securities and Exchange Board of India constituted under the SEBI Act
SEBI Act	Securities and Exchange Board of India Act, 1992
SEBI AIF Regulations	Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012
SEBI ESOP Regulations	Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021
SEBI FPI Regulations	Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2019
SEBI FVCI Regulations	Securities and Exchange Board of India (Foreign Venture Capital Investors) Regulations, 2000
SEBI ICDR Regulations	Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018
SEBI Listing Regulations	Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015
SEBI VCF Regulations	Securities and Exchange Board of India (Venture Capital Fund) Regulations, 1996 as repealed pursuant to the SEBI AIF Regulations
STT	Securities Transaction Tax
Takeover Regulations	Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011
US$ / USD / US Dollar	United States Dollar, the official currency of the United States of America
USA / U.S. / US	United States of America and its territories and possessions, including any state of the United States of America, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands and the District of Columbia
U.S. GAAP	Generally Accepted Accounting Principles in the United State of America
U.S. Securities Act	U.S. Securities Act of 1933, as amended
VAT	Value Added Tax
VCFs	Venture capital funds as defined in and registered with the SEBI under the Securities and Exchange Board of India (Venture Capital Fund) Regulations, 1996 or the Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012, as the case may be

Technical / industry-related terms

Term	Description
Active Styles	The number of styles sold by our Company in a particular Fiscal or period
ASP	Average Selling Price
B2B	Business to business
COCOs	Company owned company operated stores
Counter	Counter situated in LFS where 'CAMPUS' is one of the prominent sports and athleisure footwear brands
D2C	Direct to consumer
DMS	Distribution management system
EBO	Exclusive brand outlet
EVA	Ethylene-vinyl acetate
ERP	Enterprise resource planning
FMCG	Fast moving consumer goods
GPS	Global positioning system
HIMUDA	Himachal Pradesh Housing and Urban Development Authority
HR	Human resource
IP	Intellectual property
LFS	Large format stores
OMS	Order management solution
PoS	Point-of-sales
R&D	Research and development
Scaled Brand	Brands with over ₹ 2 billion of revenue in Fiscal 2019 as per Technopak
SIDCUL	State Industrial Development Corporation of Uttarakhand
SKU	Stock keeping unit

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

Certain conventions

All references in this Draft Red Herring Prospectus to "India" are to the Republic of India and its territories and possessions 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 herein to the "US", the "U.S.", the "USA", or the "United States" are to the United States of America, together with its territories and possessions.

Unless otherwise specified, any time mentioned in this Draft Red Herring Prospectus is in Indian Standard Time ("**IST**"). Unless indicated otherwise, all references to a year in this Draft Red Herring Prospectus are to a calendar year.

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

Financial data

Unless stated or the context requires otherwise, the financial information and financial ratios in this Draft Red Herring Prospectus is derived from our Restated Consolidated Financial Information. The Restated Consolidated Financial Information included in this Draft Red Herring Prospectus comprise the restated consolidated balance sheet as at September 30, 2021, September 30, 2020, March 31, 2021, March 31, 2020 and March 31, 2019, the restated consolidated statement of profit and loss (including other comprehensive income), the restated consolidated statement of changes in equity, the restated consolidated cash flows for the six months period ended September 30, 2021 and September 30, 2020 and for the years ended March 31, 2021, March 31, 2020 and March 31, 2019 together with the annexures and the notes thereto, which are derived from special purpose interim consolidated financial statements as at and for the six months ended September 30, 2021 and September 30, 2020 prepared in accordance with recognition and measurement principles under Indian Accounting Standard (Ind AS) 34 "**Interim Financial Reporting**", specified under section 133 of the Act and other accounting principles generally accepted in India and the audited consolidated financial statements as at and for the years ended March 31, 2021, March 31, 2020 and March 31, 2019 prepared in accordance with the Indian Accounting Standards (referred to as "**Ind AS**") as prescribed under Section 133 of the Act and other accounting principles generally accepted in India.

In this Draft Red Herring Prospectus, any discrepancies in any table between the total and the sums of the amounts listed are due to rounding off. All figures in decimals have been rounded off to the second decimal and all percentage figures have been rounded off to two decimal places. 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 month period ended on March 31 of that year. Unless stated otherwise, or the context requires otherwise, all references to a "year" in this Draft Red Herring Prospectus are to a calendar year.

There are significant differences between Ind AS, US GAAP and IFRS. Our Company does not provide reconciliation of its financial information to IFRS or US GAAP. Our Company has not attempted to explain those differences or quantify their impact on the financial data included in this Draft Red Herring Prospectus and it is urged that you consult your own advisors regarding such differences and their impact on our Company's financial data. For details in connection with risks involving differences between Ind AS, U.S. GAAP and IFRS see "*Risk Factors – Significant differences exist between Ind AS and other accounting principles, such as IFRS and U.S. GAAP, which may be material to investors' assessment of our financial condition.*" on page 56. 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, 2013 and the SEBI ICDR Regulations. Any reliance by persons not familiar with Indian accounting policies and practices on the financial disclosures presented in this Draft Red Herring Prospectus should accordingly be limited.

Non-GAAP financial measures

Certain non-GAAP measures such as EBIT, EBITDA, EBITDA Margin, Gross Margin, Gross Margin %, Capital Employed, Return on Capital Employed, Return on Equity, Profit / (Loss) after Tax Margin, Average Selling Price, Net Worth, Return on Net Worth and Net Asset Value per Equity Share ("**Non-GAAP Measures**") presented in this Draft Red Herring Prospectus are a supplemental measure of our performance and liquidity that are not required by, or presented in accordance with, Ind AS. Further, these Non-GAAP Measures are not a measurement of our financial performance or liquidity under Ind AS, and should not be considered in isolation or construed as an alternative to cash flows, profit / (loss) for the year / period or any other measure of financial performance or as an indicator of our operating performance, liquidity, profitability or cash flows generated by operating, investing or financing activities derived in accordance with Ind AS. In addition, these Non-GAAP Measures are not a standardised term and, therefore, a direct comparison of similarly titled Non-GAAP Measures between companies may not be possible. Other companies may calculate the Non-GAAP Measures differently from us, limiting their usefulness as a comparative measure. Although the Non-GAAP Measures are not a measure of performance calculated in accordance with applicable accounting standards, our Company's management believes that they are useful to an investor in evaluating us because these are widely used measures to evaluate a company's operating performance. See "*Risk Factors –.We have presented certain supplemental information of our performance and liquidity which is not prepared under or required under Ind AS.*" on page 53.

Industry and market data

Unless stated otherwise, industry and market data used throughout this Draft Red Herring Prospectus has been obtained or derived from a report titled "*Report on Footwear Retail in India*" dated December 18, 2021, which is exclusively prepared for the purpose of the Offer and issued by Technopak and is commissioned and paid for by our Company. Technopak was appointed on August 16, 2021. The Technopak Report is available on the website of our Company at www.campusactivewear.com. The excerpts of the industry report are disclosed in the Offer Documents and there are no parts, information, data (which may be relevant for the proposed Offer), left out or changed in any manner. Industry sources and publications are also prepared based on information as of specific dates and may no longer be current or reflect current trends.

Although the industry and market data used in this Draft Red Herring Prospectus is reliable, industry sources and publications may base their information on estimates and assumptions that may prove to be incorrect. The data used in these sources may also have been reclassified by us for the purposes of presentation and may also not be comparable. The extent to which the industry and market data presented in this Draft Red Herring Prospectus is meaningful depends upon the reader's familiarity with, and understanding of, the methodologies used in compiling such information. There are no standard data gathering methodologies in the industry in which our Company conducts business and methodologies and assumptions may vary widely among different market and industry sources. Such information involves risks, uncertainties and numerous assumptions and is subject to change based on various factors, including those discussed in "*Risk Factors – We have commissioned and paid for an industry report which is exclusively prepared for the purposes of the Offer and issued by Technopak which has been used for industry related data in this Draft Red Herring Prospectus . Accordingly, prospective investors are advised not to place undue reliance on such information*." on page 52.

Unless the context otherwise indicates, any percentage amounts as set forth in "*Risk Factors*", "*Our Business*" and "*Management's Discussion and Analysis of Financial Conditional and Results of Operations*" on pages 27, 152 and 307, respectively, and elsewhere in this Draft Red Herring Prospectus, except for certain operational metrics, have been calculated on the basis of amounts based on or derived from our Restated Consolidated Financial Information.

In accordance with the SEBI ICDR Regulations, the section titled "*Basis for the Offer Price*" on page 102, includes information relating to our peer group companies.

Disclaimer of Technopak

This Draft Red Herring Prospectus contains data and statistics from the Technopak Report, which is subject to the following disclaimer:

Disclaimer:

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The information contained herein is of a general nature and is not intended to address the facts and figures of any particular individual or entity. The content provided here treats the subjects covered here in condensed form. It is intended to provide a general guide to the subject matter and should not be relied on as a basis for business decisions. No one should act upon such information without taking appropriate additional professional advice and/or thorough examination of the particular situation. This information package is distributed by Technopak upon the express understanding that no information herein contained has been independently verified. Further, while all information has been obtained by Technopak from sources believed by it to be true and reliable and after exercise of due care and diligence by us, no representation or warranty (expressed or implied) is made nor is any responsibility of any kind accepted with respect to the completeness of any information as maybe contained herein or the accuracy of the sources. Also, no representation or warranty (expressed or implied) is made that such information remains unchanged in any respect as of any date or dates after those stated here in with respect to any matter concerning any statement made in this Information package. Technopak and its directors , employees, agents and consultants shall have no liability (including liability to any person by reason of negligence or negligent misstatement) for any statements, opinions, information or matters (expressed or implied) arising out of, contained in or derived from, or of any omissions from the information package and any liability whatsoever for any direct, indirect, consequential or other loss arising from any use of this information package and/or further communication in relation to this information package.

All recipients of the information package should make their own independent evaluations and should conduct their own investigation and analysis and should check the accuracy, reliability and completeness of the information and obtain independent and specified advice from appropriate professional adviser, as they deem necessary."

Currency and Units of Presentation

All references to:

- '**Rupees**' or '**₹**' or '**Rs.**' are to Indian Rupees, the official currency of the Republic of India.
- '**U.S.$**', '**U.S. Dollar**', '**USD**' or '**$**' are to United States Dollars, the official currency of the United States of America.

In this Draft Red Herring Prospectus, our Company has presented certain numerical information. All figures have been expressed in million. In this regard, please note: (a) One million is equal to 1,000,000/10 lakhs; and (b) 10 million is equal to 10,000,000/100 lakhs/ one crore. Figures sourced from third-party industry sources may be expressed in denominations other than millions or may be rounded off to other than two decimal points in the respective sources, and such figures have been expressed in this Draft Red Herring Prospectus in such denominations or rounded-off to such number of decimal points as provided in such respective sources.

Exchange rates

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

The exchange rates of USD into Indian Rupees for the periods indicated are provided below:

(in ₹)

Currency	**Exchange Rate as on**				
	March 29, 2019[(1)]	**March 31, 2020**	**March 31, 2021**	**September 30, 2021**	**September 30, 2020**
1 USD	69.17	75.39	73.50	74.25	73.80

Source: RBI / Financial Benchmark India Private Limited

(1) Exchange rate as on March 29, 2019, as RBI reference rate is not available for March 31, 2019 and March 30, 2019 being a Sunday and a Saturday, respectively. Exchange rate is rounded off to two decimal places.

Notice to Prospective Investors in the United States

The Equity Shares have not been recommended by any U.S. federal or state securities commission or regulatory authority. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of this Draft Red Herring Prospectus or approved or disapproved the Equity Shares. Any representation to the contrary is a criminal offence in the United States. In making an investment decision, investors must rely on their own examination of our Company and the terms of this Offer, including the merits and risks involved. The Equity Shares offered in the Offer 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 accordingly, the Equity Shares are being offered and sold (i) within the United States solely to persons who are reasonably believed to be "qualified institutional buyers" (as defined in Rule 144A under the U.S. Securities Act) in transactions exempt from the registration requirements of the U.S. Securities Act, and (ii) outside the United States in "offshore transactions" as defined in and in reliance on Regulation S under the U.S. Securities Act and the applicable laws of the jurisdiction where those offers and sales occur.

FORWARD-LOOKING STATEMENTS

This Draft Red Herring Prospectus contains certain statements which are not statements of historical fact and may be described as "forward-looking statements". These forward-looking statements include statements which can generally be identified by words or phrases such as "aim", "anticipate", "are likely", "believe", "continue", "can", "could", "expect", "estimate", "intend", "may", "likely", "objective", "plan", "propose", "seek to", "will achieve", "will continue", "will likely", "will pursue" or other words or phrases of similar import. Similarly, statements that describe the strategies, objectives, plans or goals of our Company are also forward-looking statements. These forward-looking statements include statements as to our business strategy, plans, revenue and profitability (including, without limitation, any financial or operating projections or forecasts) and other matters discussed in this Draft Red Herring Prospectus that are not historical facts. All statements regarding our expected financial conditions, results of operations, business plans and prospects are forward-looking statements. However, these are not the exclusive means of identifying forward-looking statements.

By their nature, certain market risk disclosures are only estimates and could be materially different from what actually occurs in the future. As a result, actual future gains or losses could be materially different from those that have been estimated. Forward-looking statements reflect our current views as of the date of this Draft Red Herring Prospectus and are not a guarantee of future performance. These statements are based on our management's belief and assumptions, current plans, estimates and expectations, which in turn are based on currently available information.

Although we believe that the assumptions on which such statements are based are reasonable, any such assumptions as well as statements based on them could prove to be inaccurate. Actual results may differ materially from those suggested by such forward-looking statements. All forward-looking statements are subject to risks, uncertainties and assumptions about us that could cause actual results to differ materially from those contemplated by the relevant forward-looking statement. This may be due to risks or uncertainties associated with our expectations with respect to, but not limited to, regulatory changes pertaining to the industries we cater to, and our ability to respond to them, our ability to successfully implement our strategies, our growth and expansion, technological changes, our exposure to market risks, general economic and political conditions in India which have an impact on our business activities or investments, the monetary and fiscal policies of India, inflation, deflation, unanticipated turbulence in interest rates, foreign exchange rates, equity prices or other rates or prices, the performance of the financial markets in India and globally, changes in domestic laws, regulations and taxes, changes in competition in our industry and incidence of any natural calamities and / or acts of violence.

Certain important factors that could cause actual results to differ materially from our expectations include, but are not limited to, the following:

- Failure to effectively promote or develop our brand
- Inability to anticipate product trends and consumer preferences
- Failure to compete effectively in the highly competitive sports and athleisure footwear industry
- Pricing pressure from customers
- The ongoing COVID-19 pandemic
- Adverse developments affecting India, where our manufacturing facilities are located
- Any inability to procure or source contract labor or deterioration of labor relations with our contract labor staff or increase in labor costs

For a further discussion of factors that could cause our actual results to differ, see "*Risk Factors*", "*Our Business*" and "*Management's Discussion and Analysis of Financial Position and Results of Operations*" on pages 27, 152 and 307, respectively.

Neither our Company, nor the Selling Shareholders, nor the Book Running Lead Managers, nor any Syndicate Member, nor any of their respective affiliates have any obligation to update or otherwise revise any statements reflecting circumstances arising after the date hereof or to reflect the occurrence of underlying events, even if the underlying assumptions do not come to fruition.

In accordance with the SEBI ICDR Regulations, our Company will ensure that investors in India are informed of material developments pertaining to our Company and the Equity Shares forming part of the Offer for Sale 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 the requirements of SEBI, each of the Selling Shareholders shall, severally and not jointly, to the extent of statements specifically made or confirmed by them in relation to their respective portion of Offered Shares in this Draft Red Herring Prospectus, ensure that Bidders in India are informed of material developments in relation to statements and undertakings specifically made or confirmed by such Selling Shareholder in the Red Herring Prospectus until the time of grant of listing and trading permission by the Stock Exchanges for the Offer. Only statements and undertakings which are specifically confirmed or undertaken by a Selling Shareholder, as the case may be, in this Draft Red Herring Prospectus shall be deemed to be statements and undertakings made by such Selling Shareholder.

SECTION II - SUMMARY OF THE OFFER DOCUMENT

This section is a general summary of certain disclosures included in this Draft Red Herring Prospectus and is not exhaustive, nor does it purport to contain a summary of all the disclosures in this Draft Red Herring Prospectus or all details relevant to prospective investors. This summary should be read in conjunction with, and is qualified in its entirety by, the more detailed information appearing elsewhere in this Draft Red Herring Prospectus, including the sections titled "Risk Factors", "The Offer", "Capital Structure", "Our Business", "Industry Overview", "Our Promoters and Promoter Group", "Objects of the Offer" and "Outstanding Litigation and Other Material Developments" on pages 27, 63, 80, 152, 110, 225, 99 and 342, respectively.

Primary business of our Company

We are the largest sports and athleisure footwear brand in India in terms of value and volume in Fiscal 2021. (*Source: Technopak Report*). We introduced our brand 'CAMPUS' in 2005 and are a lifestyle-oriented sports and athleisure footwear company that offers a diverse product portfolio for the entire family. We offer multiple choices across styles, color palettes, price points and an attractive product value proposition.

Summary of the industry in which our Company operates

India is mirroring the global trend with respect to sports and athleisure and outpaced the global growth rate of the segment. It is estimated to be ₹ 19,500 crore (USD 2.6 billion) in FY 2020 and is expected to grow at a rate of approximately 16% by FY 2025, almost doubling in size. The domestic footwear retail market in India estimated at ₹ 72,000 crore in FY 2020 is projected to grow at a CAGR of ~8% to reach ₹ 1,05,000 crore by FY 2025. Footwear industry in India has grown at a CAGR of ~9% over FY2015 to FY20. *(Source: Technopak Report)*

Name of Promoters

Our Promoters are Hari Krishan Agarwal and Nikhil Aggarwal. For further details, see "*Our Promoters and Promoter Group*" on page 225.

Offer size

The following table summarizes the details of the Offer.

Offer of Equity Shares by way of the Offer for Sale, [(1)(2)] of which:	Up to 51,000,000 Equity Shares, aggregating up to ₹ [●] million by the Selling Shareholders, comprising an offer for sale of up to 9,000,000 Equity Shares aggregating up to ₹ [●] million by Hari Krishan Agarwal, up to 5,000,000 Equity Shares aggregating up to ₹ [●] million by Nikhil Aggarwal, up to 30,000,000 Equity Shares aggregating up to ₹ [●] million by TPG Growth III SF Pte. Ltd., up to 6,700,000 Equity Shares aggregating up to ₹ [●] million by QRG Enterprises Limited, up to 100,000 Equity Shares aggregating up to ₹ [●] million by Rajiv Goel and up to 200,000 Equity Shares aggregating up to ₹ [●] million by Rajesh Kumar Gupta
Employee Reservation Portion[(3)]	Up to [●] Equity Shares aggregating up to ₹ [●] million
Net Offer	Up to [●] Equity Shares aggregating up to ₹ [●] million

(1) *The Offer has been authorized by a resolution of our Board dated December 21, 2021.*

(2) *The Equity Shares being offered by the Selling Shareholders are eligible for being offered for sale in terms of the SEBI ICDR Regulations. Each of the Selling Shareholders has authorized the sale of its respective portion of the Offered Shares. For details on the authorisation of the Selling Shareholders in relation to the Offered Shares, see "Other Regulatory and Statutory Disclosures – Authority for the Offer" on page 352.*

(3) *In the event of under-subscription in the Employee Reservation Portion (if any), the unsubscribed portion will be available for allocation and Allotment, proportionately to all Eligible Employees who have Bid in excess of ₹ 200,000 (net of Employee Discount) subject to the maximum value of Allotment made to such Eligible Employee not exceeding ₹500,000 (net of Employee Discount). The unsubscribed portion, if any, in the Employee Reservation Portion after allocation up to ₹ 500,000 (net of Employee Discount), shall be added to the Net Offer. For further details, see "The Offer" and "Offer Structure" on pages 63 and 370, respectively.*

The Offer and Net Offer shall constitute [●]% and [●]% respectively, of the post Offer paid up Equity Share capital of our Company.

Objects of the Offer

The objects of the Offer are to achieve the benefits of listing the Equity Shares on the Stock Exchanges and the offer for sale of up to 51,000,000 Equity Shares aggregating up to ₹ [●] million by the Selling Shareholders. For further details, see "*Objects of the Offer*" on page 99.

Aggregate pre-Offer shareholding of our Promoters, the members of our Promoter Group (other than our Promoters) and the Selling Shareholders

S. No.	Name of Shareholder	No. of Equity Shares	% of total pre-Offer paid up Equity Share capital
Promoters			
1.	Hari Krishan Agarwal*	18,3675,892	60.35
2.	Nikhil Aggarwal*	41,267,004	13.56
Promoter Group			
3.	HKV Trust**	12,175,000	4.00
4.	Charu Goel	700,008	0.23
5.	Prerna Aggarwal	191,000	0.06
6.	HKV Family Trust***	100	0.00
Selling Shareholders (other than our Promoters)			
7.	TPG Growth III SF Pte. Ltd.	52,307,692	17.19
8.	QRG Enterprises Limited	11,759,292	3.86
9.	Rajiv Goel	185,040	0.06
10.	Rajesh Kumar Gupta	366,996	0.12

**Also, the Selling Shareholders*
*** Shares held by HKV Services Private Limited in its capacity as trustee of HKV Trust*
**** Shares held by HNA Services Private Limited in its capacity as trustee of HKV Family Trust*

Summary derived from the Restated Consolidated Financial Information

The following information has been derived from our Restated Consolidated Financial Information for the last three Fiscals and the six months ended September 30, 2020 and September 30, 2021:

(₹ in million, except per share data)

Particulars	As at and for the Fiscal ended			As at and for the six months ended	
	March 31, 2019	March 31, 2020	March 31, 2021	September 30, 2020	September 30, 2021
Share capital	0.97	1,518.71	1,518.71	1,518.71	1,518.71
Net Worth	2,017.72	2,847.45	3,126.35	2,634.08	3,441.28
Revenue from operations	5,948.73	7,320.43	7,112.84	1,362.01	4,082.96
Profit / (loss) after tax	384.14	615.99	268.74*	(219.93)	308.65
Earnings per share (basic) (in ₹)	1.28	2.05	0.88	(0.72)	1.02
Earnings per share (diluted) (in ₹)	1.28	2.05	0.88	(0.72)	1.02
Net Asset Value per Equity Share (in ₹)	6.72	9.45	10.29	8.67	11.33
Total Borrowings	1,747.58	2,432.63	1,355.98	2,491.63	1,915.69

Notes:

- ***Net Worth** means equity attributable to owners of the Company.*
- ***Basic earnings per share**: profit/(loss) for the year/period attributable to equity shareholders of the Company divided by total weighted average number of equity shares outstanding at the end of the year/period.*
- ***Diluted earnings per share**: profit/(loss) for the year/period attributable to equity shareholders of the Company divided by total weighted average number of equity shares outstanding at the end of the year/period.*
- ***Net Asset Value per Equity Share**: Equity attributable to owners of the Company divided by weighted average numbers of equity shares outstanding during the year.*
- ***Profit / (loss) after tax**: Represents without other comprehensive income and which is attributable to the owners of the Company.*
- *Subsequent to September 30, 2021, there is split in face value of equity share from ₹ 10 to ₹ 5 each held on record date. These changes have been considered retrospectively for the purpose of calculation of the Net Asset Value per Equity Share and basic & diluted earnings per share*

** Pursuant to amendment by Finance Act, 2021 dated March 28, 2021, goodwill has been held as non-tax deductible asset effective April 1, 2021. Consequently, the Company has derecognised the deferred tax assets on goodwill as on March 31, 2021 amounting to ₹ 247.17 million, thereby impacting profit after tax for the year ended March 31, 2021.*

For further details see "*Financial Statements*" on page 234.

Auditor qualifications

There are no qualifications included by the Statutory Auditors in their audit report which have not been given effect to in the Restated Consolidated Financial Information.

Summary of Outstanding litigation

A summary of outstanding litigation proceedings as on the date of this Draft Red Herring Prospectus as disclosed in the section titled "*Outstanding Litigation and Other Material Developments*" in terms of the SEBI ICDR Regulations is provided below:

For further details, see "*Outstanding Litigation and Other Material Developments*" on page 342.

(₹ in million)

Nature of cases	Number of cases	Total amount involved (to the extent quantifiable)
Litigation involving our Company		
Proceedings against our Company		
Material civil	Nil	NA
Criminal	Nil	NA
Tax	Nil	NA
Action by statutory or regulatory authorities	Nil	NA
Proceedings by our Company		
Material civil	Nil	NA
Criminal	2	5.93
Litigation involving our Subsidiary		
Proceedings against our Subsidiary		
Material civil	Nil	NA
Criminal	Nil	NA
Tax	Nil	NA
Action by statutory or regulatory authorities	Nil	NA
Proceedings by our Subsidiary		
Material civil	Nil	NA
Criminal	1	1.54
Litigation involving our Promoters		
Proceedings against our Promoters		
Material civil	Nil	NA
Criminal	Nil	NA
Tax	1	9.81
Action by statutory or regulatory authorities	Nil	NA
Disciplinary action in the last five Fiscals	Nil	NA
Proceedings by our Promoters		
Material civil	Nil	NA
Criminal	Nil	NA
Litigation involving our Directors		
Proceedings against our Directors		
Material civil	Nil	NA
Criminal	2	NA
Tax	1	9.81
Action by statutory or regulatory authorities	Nil	NA
Proceedings by our Directors		
Material civil	Nil	NA
Criminal	Nil	NA
Litigation involving our Group Companies		
Pending litigation which has a material impact on our Company	Nil	NA

Risk factors

Specific attention of the Bidders is invited to "*Risk Factors*" on page 27 to have an informed view before making an investment decision.

Summary of contingent liabilities

The details of the contingent liabilities (as per Ind AS 37) of our Company as on September 30, 2021 derived from the Restated Consolidated Financial Information are set forth below:

Particulars	Contingent liabilities and commitments as at September 30, 2021
We had imported plant and machinery in Fiscal 2016 under EPCG scheme. An export obligation ('EO') amounting to ₹ 23.87 million was placed on us which was to be fulfilled in a period of six years from the date of inspection of licence. Duty saved under EPCG Scheme amounting to ₹ 3.98 million.	₹ 3.98 million
Pursuant to judgement by the Honourable Supreme Court dated February 28, 2019, it was held that basic wages, for the purpose of provident fund, to include special allowances which are common for all employees. However, there is uncertainty with respect to the applicability of the judgement and period from which the same applies. Owing to the aforesaid uncertainty and pending clarification from the authorities in this regard, we have not recognized any provision till Fiscal 2019. Further, we also believe that the impact of the same on us will not be material.	

For further information on our contingent liabilities, see "*Financial Statements – Restated Consolidated Financial Information - Note 39: Contingent liabilities, contingent assets and commitments*" on page 280.

Summary of related party transactions

A summary of the related party transactions entered into by our Company and our subsidiaries in Fiscals 2019, 2020 and 2021 and the six months ended September 30, 2020 and September 30, 2021 as per Ind AS 24 - Related Party Disclosures, from our Restated Consolidated Financial Information, is detailed below:

(₹ in million)

Particulars	Fiscal			Six months ended	
	2019	2020	2021	September 30, 2020	September 30, 2021
Hari Krishan Agarwal					
Remuneration paid to KMP	49.50	53.50	48.50	24.25	24.25
Purchase of property, plant and equipment	-	117.97	-	-	-
Repayment of loans and advances given	49.96	-	-	-	-
Nikhil Aggarwal					
Remuneration paid to KMP	11.39	13.92	13.92	6.96	6.96
Vinod Aggarwal					
Remuneration paid to KMP	-	7.00	12.00	6.00	6.05
Prerna Aggarwal					
Remuneration paid to relatives of KMP	-	1.40	2.40	1.20	1.35
Action Shoes Private Limited					
Repayment of loans and advances given	47.00	-	-	-	-
Havells India Limited					
Purchase of property, plant and equipment	-	3.52	-	-	-
Nikhil Udyog					
Settlement of capital advance (purchase of property, plant and equipment)	46.10	-	-	-	-
Kabeer Textiles Private Limited					
Security deposit paid	-	-	-	-	0.60
Rent paid	-	-	-	-	0.06

Related party balances as at the period/ year end:

(₹ in million)

Particulars	Fiscal			Six months ended	
	2019	2020	2021	September 30, 2020	September 30, 2021
Other current financial liabilities					
Hari Krishan Agarwal	1.65	8.00	7.99	4.91	5.18
Nikhil Aggarwal	0.68	2.10	2.04	1.32	1.38
Vinod Aggarwal	-	0.69	0.66	0.66	0.69
Prerna Aggarwal	-	0.17	0.15	0.15	0.08
Other current financial assets					
Kabeer Textiles Private Limited	-	-	-	-	0.60

Transactions within the group (transactions eliminated in Restated Consolidated Financial Information):

(₹ in million)

Particulars	Fiscal			Six months ended	
	2019	**2020**	**2021**	**September 30, 2020**	**September 30, 2021**
Ankit International					
Sale of Goods	576.91	730.56	-	-	-
Sale of property, plant and equipment	3.67	0.07	-	-	-
Purchases	81.14	573.85	-	-	-
Goods in Transits	0.02	-	-	-	-
Re-imbursement of expenses incurred on behalf of other party	84.12	112.49	-	-	-
Withdrawal of share in partnership firm	-	965.96	-	-	-
Guarantees given	480.87	-	-	-	-
Campus AI Private Limited					
Sale of Goods	-	94.19	841.75	250.12	675.90
Sale of property, plant and equipment	-	-	1.57	0.07	0.07
Purchases	-	300.04	2,409.47	520.21	1,774.30
Purchase of property, plant and equipment	-	-	1.20	0.13	0.24
Re-imbursement of expenses incurred on behalf of other party	-	50.22	87.61	20.88	-
Guarantees given	-	185.31	43.45	63.69	-
M G Udyog Private Limited					
Sale of Goods	-	0.02	-	-	-
Sale of property, plant and equipment	3.99	-	-	-	-
Goods in Transits	0.11	-	-	-	-
Job work	140.43	162.90	121.01	45.03	60.66

Amounts due (to)/ from related parties (transactions eliminated in Restated Consolidated Financial Information):

(₹ in million)

Particulars	Fiscal			Six months ended	
	2019	**2020**	**2021**	**September 30, 2020**	**September 30, 2021**
Trade receivables					
Campus AI Private Limited	-	204.91	-	287.10	-
Other current assets					
M G Udyog Private Limited	14.68	27.68	15.72	23.63	24.68
Trade payables					
Campus AI Private Limited	-	-	165.75	-	712.59
Other current liabilities					
Ankit International	288.42	-	-	-	-

For further details, see "*Financial Statements*" on page 234.

Financing arrangements

There have been no financing arrangements whereby our Promoters, members of the Promoter Group, our Directors and their relatives have financed the purchase by any other person of securities of our Company, during a period of six months immediately preceding the date of this Draft Red Herring Prospectus.

Weighted average price at which specified securities were acquired by the Promoters and Selling Shareholders in the one year preceding the date of this Draft Red Herring Prospectus

The Promoters and Selling Shareholders have not acquired specified securities in the one year preceding the date of this Draft Red Herring Prospectus.

Weighted average cost of acquisition of all shares transacted in last three years and one year preceding the date of this Draft Red Herring Prospectus (as adjusted for split in the face value of the equity shares of our Company from ₹ 10 to ₹ 5 each)

Period	Weighted average cost of acquisition (in ₹)#	Range of acquisition price: lowest price – highest price (in ₹)#
Last one year preceding the date of this Draft Red Herring Prospectus	10.98	0.00 – 197.16
Last three years preceding the date of this Draft Red Herring Prospectus	1.83	0.00 - 197.16

Notes: This includes equity shares issued / transferred without consideration or for nil consideration: # As certified by APRA & Associates LLP by way of their certificate dated December 24, 2021

Details of price at which specified securities were acquired in the last three years preceding the date of this Draft Red Herring Prospectus

The details of the price at which specified securities were acquired in the last three years preceding the date of this Draft Red Herring Prospectus, by our Promoter, Promoter Group, Promoter Selling Shareholders and Shareholders with nominee director or other rights is disclosed below:

S. No.	Name of the acquirer/shareholder	Date of acquisition of equity shares	Number of equity shares acquired	Face value of equity share on the date of acquisition(₹)	Acquisition price per equity share# (in ₹)
Promoters					
1.	Hari Krishan Agarwal	September 27, 2019	98,624,000	10	NA
2.	Nikhil Aggarwal	September 27, 2019	20,620,121	10	NA
Promoter Group					
3.	HKV Trust	December 7, 2021	12,175,000	5	NA
4.	Prerna Aggarwal	November 12, 2021	95,500	10	NA
5.	Charu Goel	November 9, 2021	350,004	10	NA
6.	HKV Family Trust	December 7, 2021	100	5	NA
Shareholders with nominee director or other rights					
7.	TPG Growth III SF Pte. Ltd.	September 27, 2019	24,591,278	10	NA
		September 11, 2020	1,546,610	10	151.95
8.	QRG Enterprises Limited	September 27, 2019	5,875,833	10	NA
9.	Rajiv Goel	September 27, 2019	92,460	10	NA
10.	Rajesh Kumar Gupta	September 27, 2019	183,379	10	NA

 # As certified by APRA & Associates LLP by way of their certificate dated December 24, 2021

Average cost of acquisition by our Promoters and Selling Shareholders

The average cost of acquisition of Equity Shares by our Promoters and the Selling Shareholders as at the date of this Draft Red Herring Prospectus is set forth below:

S. No.	Name	Number of Equity Shares	Average cost of acquisition per Equity Share (in ₹) #
Promoters			
1.	Hari Krishan Agarwal	183,675,892	NA
2.	Nikhil Aggarwal	41,267,004	0.00
Selling Shareholders (other than the Promoter Selling Shareholders)			
3.	TPG Growth III SF Pte. Ltd.	52,307,692	55.90

S. No.	Name	Number of Equity Shares	Average cost of acquisition per Equity Share (in ₹) #
4.	QRG Enterprises Limited	11,759,292	54.64
5.	Rajiv Goel	185,040	54.64
6.	Rajesh Kumar Gupta	366,996	54.64

As certified by APRA & Associates LLP, Chartered Accountants by way of their certificate dated December 24, 2021

For further details of the average cost of acquisition of our Promoters, see "*Capital Structure – (iv)Build-up of the Promoters' shareholding in our Company*" on page 84.

Details of pre-IPO placement

Our Company is not contemplating a pre-IPO placement.

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

Our Company has not issued any Equity Shares for consideration other than cash, in the one year preceding the date of this Draft Red Herring Prospectus.

Split or consolidation of Equity Shares in the last one year

Except as set out below, our Company has not undertaken a split or consolidation of the Equity Shares in the one year preceding the date of this Draft Red Herring Prospectus:

- Pursuant to shareholders' resolution dated November 9, 2021 each equity share of our Company of face value of ₹ 10 each was split into two Equity Shares of face value of ₹ 5 each. Pursuant to the corporate action initiated by our Company in this regard, the split of Equity Shares was effective from November 23, 2021.

SECTION III - RISK FACTORS

An investment in the Equity Shares involves a high degree of risk. Investors should carefully consider each of the following risk factors and all the information disclosed in this Draft Red Herring Prospectus, including the risks and uncertainties described below, before making an investment in the Equity Shares. The risks described below are those that we consider to be most significant to our business, results of operations and financial conditions as of the date of this Draft Red Herring Prospectus. However, they are not the only risks relevant to us or the Equity Shares or the industry in which we currently operate. Additional risks and uncertainties, not presently known to us or that we currently deem immaterial may also impair our business, prospects, results of operations, cash flows and financial condition. In order to obtain a complete understanding about us, investors should read this section in conjunction with "Industry Overview", "Our Business", "Financial Statements" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" on pages 110, 152, 234 and 307, respectively, as well as the other financial information included in this Draft Red Herring Prospectus.

If any of the risks described below, or other risks that are not currently known or are currently deemed immaterial actually occur, our business, prospects, results of operations, cash flows and financial condition could be adversely affected, the trading price of the Equity Shares could decline, and investors may lose all or part of the value of their investment. Any prospective investor in the Equity Shares should pay attention to the fact that we are subject to a regulatory environment in India, which may differ significantly from that in other jurisdictions. The financial and other related implications of the risk factors, wherever quantifiable, have been disclosed in the risk factors mentioned below. However, there are certain risk factors where the financial impact is not quantifiable and, therefore, cannot be disclosed in such risk factors. To the extent, the COVID-19 pandemic adversely affects our business and financial results, it may also have the effect of heightening many of the other risks described in this section. In making an investment decision, prospective investors must read the risk factors described below carefully and rely on their own examination of us, on a consolidated basis, and the terms of the Offer, including the merits and risks involved. Investors should consult their respective tax, financial and legal advisors about the particular consequences of an investment in this Offer.

This Draft Red Herring Prospectus also contains forward-looking statements that involve risks and uncertainties. Our actual results could differ materially from those anticipated in these forward-looking statements as a result of certain factors, including the considerations described below and elsewhere in this Draft Red Herring Prospectus. For further information, see "Forward-Looking Statements" on page 18.

Our fiscal year commences on April 1 of the immediately preceding calendar year and ends on March 31 of that particular calendar year. Unless otherwise indicated or the context otherwise requires, the financial information for Fiscals 2019, 2020 and 2021 and six months ended September 30, 2020 and September 30, 2021 included herein is derived from the Restated Financial Information, included in this Draft Red Herring Prospectus. For further information, see "Financial Statements" beginning on page 234.

In this section, unless otherwise indicated or the context requires, a reference to "we", "us" or "our" and similar terms are to Campus Activewear Limited, on a consolidated basis.

*Unless otherwise indicated, industry and market data used in this section have been derived from the report titled "Report on Footwear Retail in India" dated December 18, 2021 which is exclusively prepared for the purposes of the Offer and issued by Technopak and is commissioned and paid for by our Company (the "**Technopak Report**"). Technopak was appointed on August 16, 2021.. Unless otherwise indicated, all financial, operational, industry and other related information derived from the Technopak Report and included herein with respect to any particular year refers to such information for the relevant calendar year. Also see, "Certain Conventions, Use of Financial Information, Industry and Market Data and Currency of Presentation – Industry and Market Data" on page 15 and "– We have commissioned and paid for an industry report which is exclusively prepared for the purposes of the Offer and issued by Technopak which has been used for industry related data in this Draft Red Herring Prospectus. Accordingly, prospective investors are advised not to place undue reliance on such information."* on page 52.

INTERNAL RISKS - RISKS RELATED TO OUR BUSINESS

Risks Related to our Industry and Business

1. ***Failure to effectively promote or develop our brand could materially and adversely affect our business performance and brand perception.***

We sell all our products from which we derive all of our revenues, under the Campus brand. Brand image is an important factor that affects a customer's purchasing decision. Our success therefore depends on, among other things, market recognition and acceptance of our brand and the culture, lifestyle, and images associated with the brand, as well as our ability to maintain and enhance the value and reputation of the Campus brand, some of which may not be within our control. To effectively promote our brand, we need to build and maintain the brand image by focusing on a variety of promotional and marketing activities to promote brand awareness, as well as to increase brand presence in the markets in which we compete. We also rely on social media influencers for brand building and advertising. The reputation and conduct of these influencers directly impacts our brand. Over Fiscals 2019, 2020, 2021 and six months ended September 30, 2020 and September 30, 2021, we have spent ₹ 298.43 million, ₹ 268.84 million, ₹ 329.38 million, ₹ 80.48 million and ₹ 241.74 million on advertising and sales promotion, which accounted for 5.02%, 3.67%, 4.63%, 5.91% and 5.92% of our revenue from operations for the respective years/periods, of which ₹ 14.56 million, ₹ 35.70 million, ₹ 103.58 million, ₹ 18.47 million and ₹ 88.12 million was towards digital advertising, which accounted for 0.24%, 0.49%, 1.46%, 1.36%, 2.16% of our revenue from operations for the respective years/periods. Any deterioration in public perception of our brands could affect the demand for our products and consequently adversely impact our business, financial condition, cash flows and results of operations. Maintaining and enhancing our brand image also may require us to make additional investments in areas such as advertising and sales promotion and digital advertising. These investments may be substantial and may not ultimately be successful. There is no assurance that we will be able to effectively promote or develop our brand, and if we fail to do so, the goodwill of our brand may be undermined and our business as well as our financial results may be adversely affected.

In addition, negative publicity or disputes regarding our brand, products, company, or management could materially and adversely affect public perception of our brand. Any incidents involving our Company, our suppliers or manufacturers or distributors, or others could erode the trust and confidence of our customers, and damage the strength of our brand, especially if such incidents result in adverse publicity, governmental investigations, product recalls or litigation. Our brand and reputation could be adversely affected by any number of factors or events, including if our public image is tarnished by negative publicity due to our actions or those of persons associated with us or formerly associated with us. Our brand and reputation could also be negatively impacted by adverse publicity, whether or not valid, regarding allegations that we, or persons associated with us or formerly associated with us, have violated applicable laws or regulations, including but not limited to those related to marketing, employment, discrimination, harassment, whistle-blowing, privacy, corporate citizenship, improper business practices, or cybersecurity. Negative publicity regarding our suppliers or manufacturers or distributors could adversely affect our reputation and sales and could force us to identify and engage alternative suppliers or manufacturers or distributors. Our brand and reputation could also be adversely impacted by duplicates or counterfeits passing-off their products under the same brand name as us or which copy our brand without permission. Any impact on our ability to continue to promote our brand or any significant damage to our brand's image could materially and adversely affect our sales and profits.

2. *If we are unable to anticipate product trends and consumer preferences and develop successful new products, we may not be able to maintain or increase our revenues and profits.*

Our success depends on our ability to identify, originate and define sports and athleisure footwear trends as well as to anticipate, gauge and react to changing consumer demands for footwear in a timely manner. We have launched 670, 697, 583, 140 and 320 new designs in Fiscals 2019, 2020, 2021 and six months ended September 30, 2020 and September 30, 2021, respectively, which collectively accounted for 60.17%, 53.62%, 65.01%, 40.96%, 31.62% of our revenue from sale of goods for the respective years/periods. Most of our products are subject to changing consumer preferences and fashion trends that cannot be predicted with certainty. Our new products may not receive consumer acceptance as consumer preferences could shift rapidly, and our future success depends in part on our ability to anticipate and respond to these changes. If we fail to anticipate accurately and respond to trends and shifts in consumer preferences by adjusting the mix of existing product offerings, developing new designs, styles and categories, we could experience lower sales, excess inventories and lower profit margins, any of which could have an adverse effect on our results of operations and financial condition. In addition, market acceptance of new designs and products that we may introduce is subject to uncertainty and achieving market acceptance may require substantial marketing efforts and expenditures. We also cannot assure that our new products will have the same or better margins than our current products. The failure of the new product lines to gain market acceptance or our inability to maintain our current product margins with the new products could adversely affect our business, financial performance and/or results of operations.

3. ***The sports and athleisure footwear industry is highly competitive, and if we fail to compete effectively, our business, results of operations and financial condition may be adversely affected.***

The sports and athleisure footwear industry is highly competitive in India. We compete primarily against international sportswear brands, local branded manufacturers and manufacturers from the unorganized sector. According to the Technopak Report, with the online marketplace, entry barriers have come down for several brands and new players in the footwear market in India. In order to compete effectively, we must: (i) maintain the image of our brands and our reputation for innovation and high quality; (ii) be flexible and innovative in responding to rapidly changing market demands on the basis of brand image, style, performance and quality; and (iii) offer consumers a wide variety of high quality products at competitive prices.

The purchasing decisions of consumers are highly subjective and can be influenced by many factors, such as pricing, brand image, customer service, digital commerce platforms, digital services and experiences, social media presence, marketing programs and product offerings and features. Some of our competitors enjoy competitive advantages, including greater brand recognition and greater financial resources for competitive activities, such as sales, marketing and strategic acquisitions. Our competitors may also produce products at price points that are lower than ours, or enter into business combinations or alliances that strengthen their competitive positions or prevent us from taking advantage of such combinations or alliances. Our competitors may also be able to respond more quickly and effectively than we can to new or changing opportunities, standards or consumer preferences.

We cannot assure you that we can continue to compete effectively with our competitors. Our failure to compete effectively, including any delay in responding to changes in the industry and market, together with increased spending on advertising, may affect the competitiveness of our products, which may result in a decline in our revenues and profitability.

4. ***Pricing pressure from customers may affect our gross margin, profitability and ability to increase our prices, which in turn may adversely affect our business, results of operations and financial condition.***

There are inherent limitations in pursuing cost-reduction measures while maintaining rigorous quality standards. Further, design innovations may lead to a reduction of our margins, which may have an adverse effect on our business, results of operations and financial condition. Accordingly, footwear companies like us need to be able to reduce their operating costs in order to maintain profitability. If we are unable to offset customer price reductions in the future through improved operating efficiencies, new manufacturing processes, sourcing alternatives and other cost reduction initiatives, our business, results of operations and financial condition may be adversely affected. Such price reductions may affect our sales and profit margins. Our distributors also negotiate for monetary benefits as the volume of their sales increase. In addition, sales though online channels require us to provide deep discounts from time to time. To maintain our profit margins, we seek price reductions from our suppliers, improved production processes to increase manufacturing efficiency and streamlined product designs to reduce costs. There can be no assurance that we will be able to avoid future price reductions or offset the impact of any such price reductions through continued technology improvements, improved operational efficiencies, cost-effective sourcing alternatives, new manufacturing processes, cost reductions or other productivity initiatives, which may adversely affect our business, financial condition and results of operations.

5. ***Our business is affected by seasonality, which could result in fluctuations in our operating results.***

We experience moderate fluctuations in our average selling price ("**ASP**") during the year. Historically, revenues in the third and fourth quarters have exceeded those in the first and second quarters. The mix of product sales varies considerably from time to time as a result of, among other things, changes in season. In the summer and rainy seasons, our customers typically purchase more open footwear as compared to closed footwear. According to the Technopak Report, open footwear primarily have a lower realization as compared to closed footwear, which have a higher realization. In addition, we typically see an increase in our business in the third and fourth quarter due to the festive period. As a result, our results of operations are likely to fluctuate from period to period and comparisons of our revenue and results of operations during the third and fourth quarters each year with other periods within a single calendar year or in different calendar years may not necessarily be meaningful and should not be relied on as indicators of our performance for any future fiscal period. Failure to manage seasonality in our business may cause our revenue and financial condition to be adversely affected and cause our results of operations to fluctuate.

6. ***The COVID-19 pandemic has had, and we expect will continue to have, an adverse effect on our business, results of operations, financial condition and cash flows, the nature and extent of which are highly uncertain and unpredictable.***

The continuing global spread of COVID-19, including corresponding preventative and precautionary measures that we and other businesses, communities and governments are taking to mitigate the spread of the disease, has led to unprecedented restrictions on, disruptions in, and other related impacts on business and personal activities. Further, in addition to travel restrictions put in place in early 2020, countries, states and governments may continue to close borders, impose prolonged quarantines, lock-downs or other restrictions and requirements on travel, and further limit our ability to manufacture our products and conduct business in-person as we did prior to COVID-19. The COVID-19 pandemic and the travel restrictions, quarantines, and other related public health measures and actions taken by governments and the private sector have adversely affected global economies, financial markets, and the overall environment for our business, and the extent to which it may continue to impact our results of operations and overall financial performance remains uncertain. The global macroeconomic effects of the pandemic may persist indefinitely, even after the pandemic has subsided.

Together with the preventative and precautionary measures being taken, as well as the corresponding need to adapt to new and different methods of communication and conducting business, COVID-19 is having, and will likely continue to have, an adverse impact on significant aspects of our Company and business, including our manufacturing ability and sales due to the occurrence of some or all of the following events or circumstances, among others:

- our and our third-party suppliers', contract manufacturers', logistics providers', and other business partners' inability to operate worksites at full capacity or at all, including manufacturing facilities and shipping and fulfillment centers as well as our retail stores, whether due to employee illness, reluctance to appear at work, or "stay-at-home" regulations;
- our inability to meet consumer demand and delays in the delivery of our products to our customers, resulting in reputational harm and damaged customer relationships;
- raw material or inventory shortages caused by a combination of increased demand that has been difficult to predict with accuracy, and longer lead-times and materials shortages in the manufacturing of our products, due to work restrictions related to COVID-19, shut-down or disruption of suppliers, which could impact our ability to purchase materials at favorable prices and in sufficient amounts; and
- increases in shipping, logistics, freight, labor, and/or storage costs.

For instance, sales through all our distribution channels were adversely affected from April 2020 to May 2020 as a result of the COVID-19 pandemic. Sales through our trade distribution channel were adversely affect from April 2020 to July 2020. In relation to our trade distribution channel, in April 2020, we had a complete shutdown of our sales operations through our trade distribution channel and in the month of May 2020 we had to stagger our operations from state to state, with limitations on the time and days of operations within a week for sales. Sales through our EBOs distribution channel were also adversely affected from April 2020 to June 2020 and sales through our online channel were adversely affected from April 2020 to May 2020. As a result, our overall sales were impacted for approximately four months due to the COVID-19 pandemic and locally imposed government lock-downs, and our revenue from operations decreased by 2.84% to ₹ 7,112.84 million for Fiscal 2021 from ₹ 7,320.43 million for Fiscal 2020.

During Fiscal 2020, we temporarily ceased production at our manufacturing facilities during the month of March 2020 due to the COVID-19 pandemic and locally imposed government lock-downs. Further, there were restrictions on labor deployment until June 2020, and on sales until mid-August 2020. We resumed full production in July 2020. We also temporarily ceased production at our manufacturing facilities for two months due to the second wave of the COVID-19 pandemic in India and locally imposed government lock-downs during April and May 2021. The temporary suspension or shutdown in operations at our manufacturing facilities had an adverse impact on our Gross Margin, which decreased from 48.07% to 47.36% for Fiscals 2020 and 2021, respectively. In addition, we continued to make wage payments to our contract laborers at such manufacturing facilities on a voluntary basis to support our contract laborers. For further details of Gross Margin, see *"Other Financial Information"* on page 301. In addition, COVID-19 pandemic has, and will likely continue to, adversely impact the ability of our workforce to get to their places of work and maintain the continuity of our on-site operations. These impacts could impair our ability to manufacture and move our products through sales channels to end customers, and any such delay or shortage in the supply of products may result in our inability to satisfy consumer demand for our products in a timely manner or at all, which could harm our reputation, future sales and profitability.

In addition, during Fiscal 2022, during second phase of national lockdown in India, we had to temporarily shut down production at our manufacturing facilities during the months of April 2021 and May 2021. This second phase of lockdown also had an adverse impact on the first quarter financials of Fiscal 2022, primarily as we experienced a drop in our sale of goods through our trade distribution channel.

The extent to which COVID-19 impacts our results of operations will depend on future developments, which are highly uncertain and cannot be predicted, including new information which may emerge concerning the severity of COVID-19 and the actions taken globally to contain the COVID-19 pandemic or treat its impact, among others.

7. ***Our manufacturing facilities are located in India and the sales of our products are primarily concentrated in North India, in particular, and any adverse developments affecting India could adversely affect our business, results of operations, cash flows and financial condition.***

Our manufacturing facilities are located in India. Consequently, any significant social, political or economic disruption, natural calamities, civil disruptions in India, or changes in the policies of the state or central Government in India, may require us to suspend our operations, either temporarily or permanently, incur significant capital expenditure or change our business strategy, which may an adverse effect on our business, financial condition and results of operations. Any such adverse development affecting our operations could result in significant loss, which could affect our business reputation within the industry. The occurrence of, or our inability to effectively respond to, any such events, could have an adverse effect on our business, results of operations, financial condition and cash flows.

In addition, as of Fiscal 2021 and the six months ended September 30, 2021, the sales of our products were primarily concentrated in North India as a whole, and our success is therefore closely tied to the general and local retail market and economic conditions of North India as a whole, which are outside our control. Negative developments in or the general weakness of the India economy across North India, such as increasing levels of unemployment, or social or political instability or change, may have a direct adverse impact on the spending patterns of our consumers, in terms their usage level which translates to the amount of products they purchase.

Weak economic conditions in India, particularly in North India, may cause the retail industry to suffer as consumers reduced their consumption of discretionary items, and may do so again in the future. Uncertainties regarding future economic prospects may also affect consumer-spending habits, as consumer purchases of discretionary items generally decline during periods of economic uncertainty.

The following, which is not meant to be comprehensive, could have, a material adverse effect on consumer spending patterns:

- domestic, regional or global economic changes;
- declines in the size of the middle class or the disposable income of the middle class;
- increased inflation in India;
- increases in property prices or rents that reduce disposable income;
- changes in global commodity prices;
- changes in taxation and zoning laws; and
- adverse government regulations.

Any decline in consumer spending may impact us as follows: it may become (i) more difficult for us to increase the sales of our products, (ii) more likely that a certain number of our existing consumers who currently purchase our products with a higher retail price will switch to our products with a lower retail price, and (iii) more difficult to maintain or increase revenue. Therefore, a weak economy and negative economic, social and/or political developments in India, particularly North India, may jeopardize our growth targets and could limit our future prospects.

8. ***We have in the past entered into related party transactions and will continue to do so in the future and we cannot assure you that we could not have achieved more favorable terms if such transactions had not been entered into with related parties.***

We have in the past entered into transactions with certain of our related parties and are likely to do so in the future. In Fiscal 2019, 2020, 2021 and for period September 30, 2020 and September 30, 2021, the aggregate amount of such related party transactions (excluding transactions within the Group) was ₹ 204.44 million, ₹ 197.31 million, ₹ 76.82 million, ₹ 38.41 million and ₹ 39.27 million, respectively. The percentage of the aggregate value such related party transactions to our revenue from operations in Fiscal 2019, 2020 and 2021 and for period September 30, 2020 and September 30, 2021, was 3.44%, 2.70%, 1.08%, 2.82% and 0.96%, respectively. For details, see "*Other Financial Information - Related Party Transactions*" on page 305.

While we believe that all such transactions have been conducted on an arm's length basis, we cannot assure you that we could not have obtained more favorable terms had such transactions been entered into with unrelated parties. Although all related party transactions that we may enter into post-listing, will be subject to audit committee, board or shareholder approval, as necessary under the Companies Act, 2013, as amended and the Listing Regulations, we cannot assure you that such transactions in the future, individually or in the aggregate, will not have an adverse effect on our financial condition and results of operations.

9. ***Our management team is critical to our continued success and the loss of such personnel could adversely affect our business.***

Our success significantly depends upon the continued service of our management team who we believe are necessary to successfully lead the development of our business. The unplanned loss of the services of any of our directors or members of senior management could adversely affect our business until a suitable successor can be found. These executives possess technical and business capabilities that may be difficult to replace. Competition for individuals with specialized knowledge and experience is intense in our industry. For further details on the directors or key managerial personnel that have resigned over the last three Fiscals and the six months ended September 30, 2021, see "*Our Management – Changes to our Board in the last three years*" and "*Our Management – Changes in the Key Managerial Personnel in last three years*" on pages 213 and 223, respectively. Further, as we expect to continue to expand our operations and develop new products, we will need to continue to attract and retain experienced management personnel. If we are unable to retain or attract such members or are unable to locate suitable or qualified replacements, our results of operations may be adversely affected.

10. ***Any inability to procure or source contract labor or deterioration of labor relations with our contract labor staff or increase in labor costs could adversely affect our business and financial performance.***

Our operations are labor-intensive. We utilize contract labor for a majority of our manufacturing requirements. We engage independent contractors through whom we hire contract labor for our manufacturing facilities and warehouses. We typically utilize three to four labor sub-contractors for each facility. These contract laborers carry our functions such as assembly of shoes, manufacturing of sole, packing operations, stitching, printing operations for shoe uppers, amongst other labor-intensive activities. Our employees typically carry out supervisory functions at our facilities. Any inability for these independent contractors to procure laborers for our facilities or any other shortage in contract laborers may require us to employ laborers directly at our facilities which may result in higher costs and reduced margins.

Our success depends, in part, upon our ability to manage our labor costs and its impact on our margins. Although we do not engage these laborers directly, we are responsible for any wage payments to be made to such laborers in the event of default by such independent contractors. All contract laborers engaged at our manufacturing facilities are assured minimum wages that are fixed by the state government from time to time. Any upward revision of wages that may be required by the state government to be paid to such contract laborers, or offer of permanent employment or the unavailability of the required number of contract laborers, may adversely affect the business and future results of our operations. Further, in the event of any non-compliance by contractors with statutory requirements, legal proceedings may be initiated against us. While the Contract Labor (Regulation and Abolition) Act, 1970 does not require us to retain contract laborers as our employees, the Indian courts on a case-by-case basis have directed employers in the past to absorb contract laborers as employees. Thus, any such order from a regulatory body or court may have an adverse effect on our business, results of operations and financial condition.

The success of our operations depends on availability of labor and maintaining good relations with our contract laborers. We cannot assure you that our relations with this workforce will remain cordial at all times and that they will not undertake or participate in strikes, work stoppages or other industrial actions in the future. Shortage of labor or any labor disruption may adversely affect our manufacturing operations either by increasing our cost of production or halt a portion or all of our production. A strike, work slowdown or other labor unrest could impair our ability to supply our products to customers, which could result in reduced sales. While we have not experienced any major disruptions in our business operations due to disputes or other problems with our work force in the past, there can be no assurance that we will not experience any such disruption in the future. Such disruptions may also divert our management's attention and result in increased costs.

11. ***Our results of operations could materially deteriorate if we fail to attract, develop and retain qualified employees.***

Our success depends in part upon our ability to attract, develop and retain a sufficient number of qualified employees, including store, service and administrative personnel. We had 810 permanent employees as on September 30, 2021. The attrition rate for our employees for Fiscals 2019, 2020 and 2021 and the six months ended September 30, 2020 and September 30, 2021 was 16.84%, 10.20%, 16.94%, 8.13% and 8.38%, respectively. The turnover rate in the retail industry is high, and qualified individuals of the requisite caliber and number needed to fill these positions may be in short supply. Similarly, our rate of employee attrition could be impacted by the pace and recovery of businesses and the job market once the COVID-19 pandemic subsides, the general health of the economy, the rate of unemployment, the perceived or actual mobility of our highly skilled employees who may be recruited away by our competitors, or our existing employees' preferences with respect to remote or "hybrid" working arrangements based on their experiences during the COVID-19 pandemic, which preferences may diverge from the nature and conditions of the roles we believe are most appropriate for our business once the COVID-19 pandemic subsides. We may also be required to offer additional incentives to attract, retain and motivate employees, and our incentives may not be as effective as the current incentives offered by competitors. Our inability to recruit a sufficient number of qualified individuals in the future may delay planned openings of new stores or affect the speed with which we expand initiatives related to the brands that we sell and our operations. Delayed store openings, significant increases in employee turnover rates or significant increases in labor costs could have a material adverse effect on our business, financial condition and results of operations.

12. ***Our Promoters and Promoter Group will be able to exercise significant influence and control over our Company after this Offer and may have interests that are different from those of our other shareholders.***

As on the date of this Draft Red Herring Prospectus, our Promoters and Promoter Group collectively hold 238,009,004 Equity Shares, representing 78.21% of the issued, subscribed and paid-up equity share capital of our Company. By virtue of its shareholding, our Promoters and Promoter Group will have the ability to exercise significant influence over our Company and our affairs and business, including the election of our Directors, the timing and payment of dividends, the adoption of and amendments to our Memorandum and Articles of Association, the approval of a merger, amalgamation or sale of our assets and the approval of most other actions requiring the approval of our Shareholders. The interests of our Promoters and Promoter Group may be different from or conflict with the interests of our other Shareholders and their influence may result in change of management or control of our Company, even if such a transaction may not be beneficial to our other shareholders.

13. ***Merchandise returns could harm our business.***

We allow our customers to return products if there are any manufacturing defects, subject to our return policy. In case of online marketplaces, our customers enjoy the benefit of either cancelling in-transit shipments or returning unused merchandise within a period of 14 to 30 days (with the time duration varying across marketplaces) on account of free exchange or return policy of the respective marketplace. This is a standard feature offered across the footwear category by almost all marketplaces. The returns from marketplaces on account of such customer cancellations and returns are typically in the range of 25.00% to 30.00% of all sales made through online channel in a fiscal year. If the rate of merchandise returns increases significantly or if merchandise return economics become less efficient, our business, financial condition and operating results could be harmed. Further, we modify our policies relating to returns from time to time, which may result in customer dissatisfaction or an increase in the number of product returns. From time to time our products are damaged in transit, which can increase return rates and harm our brand. In addition, customer complaints or negative publicity related to our website, products, product delivery times, customer data handling, marketing efforts, security practices, or customer support, especially on blogs and social media websites, could diminish customer loyalty and community engagement and harm our brand and business.

14. ***We may seek to grow our business through acquisitions of, or investments in, new or complementary businesses, facilities, technologies, or products, or through strategic alliances; the failure to adequately manage these acquisitions, investments, or alliances, to integrate them with our existing business, or to realize anticipated returns, could adversely affect us.***

From time to time, we may consider opportunities to acquire or make investments in new or complementary businesses, facilities, technologies, offerings, or products, or enter into strategic alliances, that may enhance our capabilities, expand our outsourcing and supplier network, complement our current products, or expand the breadth of our markets. Acquisitions, investments and other strategic alliances involve numerous risks, including:

- problems integrating the acquired business, facilities, technologies, or products, including issues maintaining uniform standards, procedures, controls, policies, and culture;
- unanticipated costs associated with acquisitions, investments, or strategic alliances;
- diversion of management's attention from our existing business;
- adverse effects on existing business relationships with suppliers, outsourced manufacturing partners, and other third parties;
- risks associated with entering new markets in which we may have limited or no experience;
- potential loss of key employees of acquired businesses; and
- increased legal and accounting compliance costs.

We may be unable to identify acquisitions or strategic relationships we deem suitable. Even if we do, we may be unable to successfully complete any such transactions on favorable terms or at all, or to successfully integrate any acquired business, facilities, technologies, or products into our business or retain any key personnel, suppliers, or customers. Furthermore, even if we complete such transactions and effectively integrate the newly acquired business or strategic alliance into our existing operations, we may fail to realize the anticipated returns and/or fail to capture the expected benefits, such as strategic or operational synergies or cost savings. The efforts required to complete and integrate these transactions could be expensive and time-consuming and may disrupt our ongoing business and prevent management from focusing on our operations. If we are unable to identify suitable acquisitions or strategic relationships, or if we are unable to integrate any acquired businesses, facilities, technologies, and products effectively, or if we fail to realize anticipated returns or capture expected benefits, our business, financial condition, and results of operations could be adversely affected.

Risks Related to our Manufacturing, Supply Chain, Distribution and Logistics

15. ***Our online sales are dependent on sales channels controlled by third party online market places and our inability to utilize these channels or significant changes to our business arrangements with these market places may impact our revenue from operations, cash flows and profitability.***

Our sale of goods generated from online sales was ₹ 169.15 million, ₹ 572.33 million, ₹ 1,501.60 million, ₹ 361.10 million and ₹ 1,430.98 million, which accounted for 2.87%, 7.83%, 21.15%, 26.58% and 35.16% of our sale of goods for Fiscals 2019, 2020 and 2021 and six months ended September 30, 2020 and September 30, 2021, respectively. Online sales are a growing component of our sale of goods and according to the Technopak Report is the fastest growing sales channel for athleisure products in India. These online sales were undertaken through third party market places. For the six months ended September 30, 2021, sales through our top third party market place provider, and the entity which operates it, accounted for revenues from operations of ₹ 432.57 million, which represented 10.59% of our revenue from operations for the period. This was a result of the demand experienced on the market place for the period, and not due to any long-term supply arrangement. Our arrangements with these market places are capable of being impacted by external factors including regulatory changes affecting such market places, and also being terminated without cause by these third parties. Further, we are typically required to share a percentage of all sales made through these channels with the respective market place operator under the commission structures as agreed with such third party market places. The commission structure, share of sales and other fees charged by these market places are subject to their review and may be revised from time to time, and any changes in the commission structure, including any increases in the percentage of sales to be received by our third party market place operators, could adversely impact the profitability of our online sales. In addition, if our third party market place operators terminate their arrangements with us with or without cause, or if there are any changes to the terms of their arrangements with us for whatever reason, including any changes in e-consumer protection legislations, in a manner which is not favorable to us, and we are unable to find suitable alternative third party online market place operators, this could result in a slowdown in our online sales or result in our inability to sell our products on online market places that are popular amongst our target customers, which may adversely affect our sales, cash flows and profitability.

16. ***We are reliant on our sales and distribution channels, company owned stores, third party stores and online sales channels for a majority of our sales, any disruptions to the operations of these channels or our limitations on our ability to expand and grow this channel may adversely affect our sales, cash flows and profitability.***

A large part of our growth has resulted from an increase in our trade distribution channel through increase in the number of our distributors, increase in the number of our retail sales outlets, including COCOs, and the increased sales volume and profitability provided by these sales outlets. We have over 400 distributors as on September 30, 2021. We have 48 COCOs and three Franchisees as on the end of the period of September 30, 2021. The number of our COCOs increased from 32 stores as on the end of Fiscal 2019, to 37 as on the end of Fiscal 2020, and to 45 stores as on the end of Fiscal 2021, and increased further to 48 stores as on the end of the period of September 30, 2021. We also operate over 800 counters situated in Large Format Stores ("**LFS**"), as of September 30, 2021 ("**Counters**"). In the future, we will depend upon the addition of new retail stores and the expansion of our distribution network, to increase our sales volume and profitability. Opening these stores will significantly increase our expenses and we may encounter problems in opening these new stores that would affect our profitability. Our ability to effectively obtain real estate to open new retail stores depends on the availability of real estate that meets our criteria for traffic, square footage, co-tenancies, lease economics, demographics, and other factors. See " – *We are subject to risks associated with leasing real estate for our retail stores, any termination of leases or increase in lease rentals may adversely affect our profitability*" on page 42. Our growth will largely depend on our ability to successfully expand our Trade Distribution and Direct to Customer sales channels.

In addition, we may not be able to open or profitably operate new stores in existing, adjacent, or new locations due to market saturation and/or other macro conditions (including the impact of COVID-19). We cannot assure you that we will be able to timely open and operate our new sales outlets or that any such expansion will be profitable. As part of our distribution strategy, we strive to provide our customers with an 'omnichannel experience', which involves multiple retail channels covering physical locations and online channels to provide consumers a seamless experience through all touchpoints. The integration of our physical and online channels is integral to our ability to remain connected with consumers through all touchpoints in the consumers' journey. If we encounter difficulties in integrating or expanding our distribution network in line with our 'omnichannel experience' distribution strategy, our growth prospects would be limited, which would in turn have a material adverse effect on our business, financial condition, results of operations and prospects.

17. ***We may not be able to execute our strategy or manage our growth in a timely and cost-efficient manner.***

As part of our growth strategy, we have ramped up our growth significantly in the past few years. Our growth subjects us to a number of risks, including, among others, risks related to managing a much larger organization, standardizing practices and services as well as establishing an integrated supply chain infrastructure across a bigger network of manufacturing facilities. We may not be successful in adapting our business in geographies where we wish to expand. It may be challenging for us to operate our manufacturing facilities in new regions outside of our current locations and capitalize on our brand recognition in new areas. We cannot assure you that our growth strategy will be successful. Any failure to implement or manage our growth strategy effectively may materially and adversely affect our ability to capitalize on new business opportunities, place us at a competitive disadvantage and limit our growth, which may in turn have a material adverse effect on our business, financial condition and results of operations. Our ability to expand our business is subject to significant risks and uncertainties, including:

- the unavailability of additional funding to open new stores, expand our production capacity, purchase additional fixed assets and purchase raw materials on favorable terms or at all;
- our inability to identify and obtain suitable store locations or negotiate acceptable lease terms, hire qualified personnel and establish distribution methods;
- conditions in the commercial real estate market existing at the time we seek to expand;
- delays and cost overruns as a result of a number of factors, many of which may be beyond our control, such as problems with equipment vendors;
- failure to maintain high quality control standards;
- shortage of raw materials or our inability to source for sufficient inventory;
- our inability to obtain, or delays in obtaining, required approvals by relevant government authorities;
- our ability to position our new stores to successfully establish a foothold in new markets and to execute our business strategy in new markets;
- our ability to successfully integrate the new stores with our existing operations and achieve related synergies;
- our ability to introduce an optimal mix of merchandise which successfully meets local customer preferences at attractive prices;
- our ability to hire, train and retain skilled personnel;
- the competition that we face from incumbent and new footwear retailers in the region;
- diversion of significant management attention and other resources; and
- failure to execute our expansion plan effectively.

The expansion of our business may place significant strain on our personnel, management, financial systems and operational infrastructure and may impede our ability to meet any increased demand for our products. To accommodate our growth, we will need to implement a variety of new and upgraded operational and financial systems, procedures, and controls, including improvements to our accounting and other internal management systems, by dedicating additional resources to our reporting and accounting function and improvements to our record keeping and contract tracking system. We will also need to recruit more personnel and train and manage our growing employee base. Furthermore, we will need to maintain and expand our relationships with our current and future customers, suppliers, distributors and other third parties, and there is no guarantee that we will succeed.

If we encounter any of the risks described above or if we are otherwise unable to establish or successfully operate additional stores or additional production capacity, we may be unable to grow our business and revenues, reduce our operating costs, maintain our competitiveness or improve our profitability and, consequently, our business, financial condition, results of operations and prospects will be adversely affected.

18. *Our business depends on our warehousing and logistics and any disruptions may have a material adverse effect on our business.*

We outsource the operation and leasing for our trade distribution warehouses from third party logistics providers. We also operate other warehouses for our business operations. Loss, damage and/or disruption to our warehouse or inventory due to weather, natural disaster, fire, terrorism, pandemics, strikes, disruptions of utility services, failures of equipment, or other similar reasons, could affect our ability to deliver orders to our customers. We cannot assure you that loss, damage and/or disruptions to our warehouse or inventory will not have an adverse effect on our business, financial condition, results of operations and prospects. Any delays in the delivery of our products to our customers may adversely affect our sales and damage our reputation.

Our operations depend on the timely transport of raw materials to our manufacturing facilities and of our products to our customers. Additionally, the majority of all our transportation requirements from assembly plant to distribution centers and to the distributors are fulfilled by a single third party logistics provider, and our agreement with the third party logistics provider may be terminated with one month's notice by either party. The vast majority of our products are delivered to our distributors in the form of chartered trucks to deliver our products by land. The transportation of our products by third party logistics providers could be interrupted due to unforeseen events and could delay the delivery of our products to customers. Delivery disruptions may occur for various reasons beyond our control, including poor handling by logistics providers, transportation bottlenecks, adverse weather conditions and natural disasters, social unrest and labor strikes, which could result in delayed or lost deliveries, and may result in loss of revenue, customer dissatisfaction and loss of customer confidence, and may adversely affect our business, financial condition, results of operations and prospects. For example, we may experience disruption in the transportation of raw materials by ship, road or air due to bad weather conditions. In the past, we experienced a surge in our shipment costs due to COVID-19 pandemic. In the event any of our third party logistics providers are unable to meet their delivery commitments with us for any reason, there is no assurance that we will be able to obtain alternative third party logistics providers on similar terms or on terms acceptable to us. Any failure to maintain a continuous supply of raw materials or to deliver our products to our distributors and customers in an efficient and reliable manner could have an adverse effect on our business, results of operations, cash flows and financial conditions.

19. ***We are reliant on our production sites for the manufacture of our products and any unscheduled or prolonged disruption of our manufacturing operations, including any shortage or non-availability of electricity, fuel or water or an increase in fuel prices, could adversely affect our business.***

We own and operate five manufacturing facilities across India with an installed annual capacity for assembly of 25.60 million pairs as of September 30, 2021, of which, our Haridwar Facility is responsible for manufacturing our uppers, Ganaur Facility is responsible for manufacturing 37.50% of the soles required in the manufacture of our products, and three of our manufacturing facilities in Dehradun Facility, Baddi Facility and Campus AI Baddi Facility are responsible for assembling all of our products. Through our manufacturing facilities, we are able to manufacture 37.50% of our requirements of soles and 8.98% of shoe uppers in-house and assemble 100.00% of our products in-house. As such, we are dependent on the continued operations of our manufacturing facilities for the production of our products. Should a disruption occur at any one of our manufacturing facilities, particularly at our manufacturing facility in Ganaur Facility which is responsible for the manufacturing of the soles for our footwear, or our manufacturing facilities in Dehradun Facility, Baddi Facility and Campus AI Baddi Facility which are responsible for assembling all of our products, we could experience temporary shortfalls in production or an increase in our cost of sales, which could have an adverse effect on our business, financial condition, results of operations and prospects. We may encounter manufacturing problems, experience difficulties or unscheduled or prolonged disruption of our manufacturing operations, as a result of occurrence of any of the following events, or any other event beyond our ability to control:

- forced or voluntary closings of manufacturing facilities, including as a result of regulatory inspections;
- problems with supply chain continuity, including as result of weather or a natural or man-made disaster, at one of our facilities or at a critical supplier or vendor;
- manufacturing shutdowns, product shortages, including backorders and discards, any delays in product manufacturing;
- labor strikes and lock-outs that may result in temporary shutdowns or manufacturing disruptions;
- problems with manufacturing; quality assurance / quality control or supply, or government approval delays;
- failure of any of our key suppliers to provide us with necessary raw materials, supplies or finished goods for an extended period of time, which could impact continuous supply;
- shortage of qualified personnel;
- changes in applicable local and international legislations, rules and regulations;
- failures or bottlenecks in manufacturing processes, especially due to power failure, fire, unexpected mechanical failure of equipment;
- product recalls or market withdrawals;
- our equipment and manufacturing facilities becoming obsolete; and
- other manufacturing or distribution problems, including due to earthquakes and other natural disasters, industrial accidents or any significant social, political or economic disturbances.

Any of the above events may reduce our ability to manufacture our products and adversely affect sales and revenues from operations in such period. The occurrence of any such incidents could also result in a destruction of certain assets, and adversely affect our results of operations. Any such disruption may interrupt our operations, which may interfere with manufacturing process, requiring us to either stop our operations or repeat activities that may involve additional time and increase our costs. Additionally, as our equipment ages, it will need to be replaced. Replacement of equipment has the potential to introduce variations in the manufacturing processes that may result in lot failures or manufacturing shutdown, delay in release of product batches, product recalls or regulatory action. Our customers rely on the timely delivery of our products and our ability to provide an uninterrupted supply of our products is critical to our business. Although we take precautions to minimize the risk of any significant operational problems at our manufacturing facilities, our customer relationships, business, financial condition, results of operations, and cash flows, may be adversely affected by any disruption of operations at our manufacturing facilities, including due to any of the factors mentioned above.

As regulatory approvals are site specific, in the event of disruption of our manufacturing operations, we may be unable to transfer manufacturing activities to another location immediately. Similarly, there is no assurance that those of our manufacturing facilities unaffected by an interruption will have the capacity to increase their output to manufacture products for the affected manufacturing facilities, to the extent that all outstanding orders will be fulfilled in a timely manner. In the event of prolonged interruptions in the operations of our manufacturing facilities, we may have to make alternate arrangements for supplies and products in order to meet our production requirements, which could affect our profitability. Catastrophic events may also destroy any inventory located in our facilities.

In addition, our manufacturing facilities require a significant amount and continuous supply of electricity, fuel and water. We source electricity and water for our manufacturing facilities from the relevant state departments and third parties pursuant to contractual arrangements entered into with them. We have installed diesel generator units at our manufacturing facilities for uninterrupted supply of electricity due to any power disruptions. If the supply of electricity, water or fuel is not available for any reason, we will need to rely on alternative sources. Any failure on our part to obtain alternate sources of electricity, fuel or water, in a timely fashion, and at an acceptable cost, may have an adverse effect on our business, results of operations, cash flows and financial condition.

20. ***We rely on third parties to manufacture certain products. Any failure by or loss of a third party manufacturer could result in delays and increased costs, which may adversely affect our business.***

We also rely on third parties to manufacture certain products. We depend on these third party manufacturers to allocate to us a portion of their manufacturing capacity sufficient to meet our needs, to produce products of acceptable quality and at acceptable manufacturing yields and to deliver those products to us on a timely basis and at acceptable prices. However, we cannot guarantee that these third party manufacturers will be able to meet our near-term or long-term manufacturing requirements, which could result in lost sales and have an adverse effect on our business. Other risks associated with our reliance on third parties to manufacture these products include, reliance on the third party for quality assurance, misappropriation of our intellectual property by these third parties, limited ability to manage our inventory, possible breach of the manufacturing agreement by the third party and the possible termination or non-renewal of the manufacturing agreement by the third party at a time that is inconvenient for us. Moreover, if any of our third party manufacturers suffer any damage to facilities, lose benefits under material agreements, experience disruptions on account of power outages or otherwise, theft of materials, encounter financial difficulties, are unable to secure necessary raw materials from their suppliers or suffer any other reduction in efficiency, we may experience significant business disruption. In the event of any such disruption, we would need to seek and source other qualified third party manufacturers, likely resulting in further delays and increased costs, which could affect our business adversely. Accordingly, in case of any disruption, we may not be able to switch to qualified third party manufacturers in a timely manner or at all.

21. ***Any delay, interruption or reduction in the supply of raw materials to manufacture our products or a failure by or loss of a third party manufacturer may adversely affect our business, results of operations, cash flows and financial condition.***

We procure our raw material through purchase orders from our vendors including small and medium enterprises. We cannot be certain that we will be able to obtain raw material meeting our specified quality standards on commercially acceptable terms or that our suppliers will perform as expected. In addition, we do not enter into definitive agreements or fixed terms of trade with most of our suppliers, and we procure our raw material at prices which are linked to the spot prices of such products. In the absence of long-term contracts, we cannot assure you that our suppliers will continue to supply our raw materials at prices which are favorable to us. Moreover, in the event that either our demand increases or our suppliers experience a scarcity of resources, our suppliers may be unable to meet our demand for raw materials. If there are any disruptions in our relationship or supply arrangements with our suppliers, or if we fail to (i) receive the quality of raw materials that we require; (ii) negotiate appropriate financial terms; (iii) obtain adequate supply of raw materials in a timely manner, or if our principal suppliers discontinue the supply of such raw materials, or were to experience business disruptions or become insolvent, we cannot assure that you will be able to find alternate sources for the procurement of raw materials who are able to deliver substitute raw materials or products of a consistent quality and at a competitive pricing in a timely manner or at all, which may have an adverse effect on our ability to manufacture our products in a timely or cost effective manner.

For Fiscals 2019, 2020 and 2021 and six months ended September 30, 2020 and September 30, 2021, our cost of materials consumed, purchases of stock-in-trade and changes in inventories of finished goods, stock-in-trade and work-in-progress, collectively was ₹ 3,211.98 million, ₹ 3,801.28 million, ₹ 3,744.05 million, ₹ 810.11 million, and ₹ 1954.59 million, respectively, constituting 53.99%, 51.93%, 52.64%, 59.48% and 47.87%, of our revenue from operations, respectively. Our cost of materials consumed includes job work charges for manufacturing process amounting to ₹ 610.60 million, ₹ 775.15 million, ₹ 770.03 million, ₹ 215.46 million, and ₹ 537.34 million in Fiscals 2019, 2020 and 2021 and six months ended September 30, 2020 and September 30, 2021, respectively, constituting 10.26%, 10.59%, 10.83%, 15.82% and 13.16%, of our revenue from operations for the same years/periods. Our price arrangements with our suppliers are typically linked to the spot prices of such raw materials, and any increase in the spot prices may result in an increase in the price of such raw materials we purchase from our suppliers. We typically pass on some portion of the change in the raw material price to our customers. Further, if we cannot fully offset increases in the prices of our products, we will experience lower margins. The occurrence of any such event may adversely affect our business, results of operations, cash flows and financial conditions. In addition, we cannot assure you that there will be no defaults or failures to pay our suppliers in the future. If there are any defaults or failures to make any payments due to our suppliers, this could cause our suppliers to terminate their relationship with us, or resort to litigation to recover any amounts due. In such a situation, we cannot assure you that we will be able to obtain alternative suppliers on similar terms or on terms acceptable to us, and our business, financial condition and results of operations may be adversely affected.

In addition, the absence of long-term contracts at fixed prices also exposes us to volatility in the prices of raw materials. Prices of oil and gas also affect our distribution and transportation costs. We do not enter into any forward contracts or hedging contracts. The financial instability of suppliers, labor problems experienced by suppliers, disruption in the transportation of the raw materials by suppliers, including as a result of labor slowdowns, transport availability and cost, transport security, inflation and other operational factors relating to suppliers are beyond our control. We cannot assure you that we will be able to continue to obtain adequate supplies of raw materials, in a timely manner, in the future.

22. ***We may not be able to accurately track the inventory levels at our distributors and retailers***.

Our ability to track the sales by our distributors to third-party retailers and the ultimate retail sales by the retailers, and consequently their respective inventory levels, is limited. Our distributor management system covers 192 distributors, which accounts for 46.87% of our revenue from operations for the six months ended September 30, 2021. Our distributor management system may face issues linked to data reliability, connectivity issues linked to the location of the distributor, as well as reluctance on the part of the distributor to use and accurately record sales through the system. We offer an additional sales incentives to distributors that adopt the distributor management system. The purpose of tracking the inventory level is mainly to gather information regarding the market acceptance of our products so that we can reflect consumers' preferences in the design and development of our products for the next season. The tracking of inventory level also helps us to understand the market recognition of our products in a particular region, and thus allows us to adjust our marketing strategy if necessary. The implementation of the policy, however, requires the distributors to accurately report the relevant data to us in a timely manner, which is largely dependent on the cooperation of our distributors. We may not always obtain the required data in time and the data provided to us by our distributors may be inaccurate or incomplete.

We have implemented our distributor management system as well as other technology products for our sale personnel to allow us to track sales on a timely basis. Our data centric sales and manufacturing processes relies on these systems for the processing of basic replenishment orders from our distributors, the movement of products through our sales network, and the collection of information for planning and forecasting purposes. All of our distributors do not currently use our distributor management system and as a result we would not be able to accurately track all of our inventory levels on a timely basis. Inaccurate, mistaken, incomplete or delayed data regarding inventory levels may result in us making the wrong business judgments for our production, launches of new products, marketing efforts and sales strategies. If that happens, our operations and financial results may be materially adversely affected.

23. ***We have limited control over the ultimate retail sales by our distributors and retailers and our image and business may be adversely affected if our distributors or retailers fail to adhere to our distribution policies and standards.***

We do not have any specific retail policy and standards for sales made through distributors. We do not control the price at which the ultimate retailer sells our products. Our distributors may not provide retailers with adequate service or supply of products in a timely manner or at all. We do not control the activities of all of these retailers directly and in certain instances are unable to control their activities including through the relevant distributor. These distributors and retailers may cease to sell our products or damage our reputation and market standing on account of a variety of factors such as product or design failures, competitive pressure, slow offtake of our products, failure on the part of the distributor to pass on the agreed retail margins or our inability to service the retailers claims on a timely basis or at all in relation to direct retail incentive schemes.

We rely on the contractual obligations set forth in the distribution agreements that we enter into with our distributors, to impose conditions and standards on these distributors. We send circulars/notices to our distributors to remind them that we can pursue legal action or terminate our relationship with them in the event of any breaches or violations of our standards. In addition, as we do not enter into any agreements with the third party retail outlet operators, we rely on our distributors to ensure that these retail outlets operate in accordance with our retail policies. As such, our control over the ultimate retail sales by our distributors and the retail outlet operators is limited. There is no assurance that our distributors or the third party retail outlet operators will comply with, or that the distributors will enforce, our retail policies. As a result, we may not be able to effectively manage our sales network or maintain a uniform brand image, and cannot assure you that retail outlets would continue to offer quality services to consumers.

In addition, if any of the distributors or retail outlet operators experiences difficulties in selling our products in the retail market, they may attempt to liquidate their inventory buildup through aggressive discounts, which may damage the image and the value of our brand. In such event, our business, results of operations, and financial condition may be materially and adversely affected.

24. ***If we are unable to establish and maintain an effective internal controls and compliance system, over financial reporting, our reputation could be adversely affected.***

We take reasonable steps to maintain appropriate procedures for compliance and disclosure and to maintain effective internal controls over our financial reporting so that we produce reliable financial reports and prevent financial fraud. As risks evolve and develop, internal controls must be reviewed on an ongoing basis. Our business expansion plans may also put pressure on the existing internal control systems. Maintaining such internal controls requires human diligence and compliance and is therefore subject to lapses in judgment and failures that result from human error. Any lapses in judgment or failures that result from human error can affect the accuracy of our financial reporting, resulting in a loss of investor confidence and a decline in the price of our equity shares.

25. ***Cyber-attacks or other disruptions to our information technology systems or online sales channels could lead to reduced revenue, increased costs, liability claims, fines, harm to our competitive position and loss of reputation.***

We are increasingly dependent on our information technology systems and those of third parties to operate our business, and certain products of ours include integrated software and information technology. COVID-19 has exacerbated such dependencies due to the challenges in managing such a vast population working remotely. We rely on information technology systems to manage product manufacturing and shipping, as well as the digitization of our sales process. We adopt a data centric approach which involves the collection and analysis of multiple data points from our digitized sales and distribution network. The satisfactory performance, reliability and availability of our information technology systems are critical to our success, our ability to attract and retain customers and our ability to maintain and deliver consistent services to our distributors and customers. However, our technology infrastructure may fail to keep pace with our business expansion and increase in sales volume, in particular with respect to our new product offerings, and therefore our end customers and distributors may experience delays as we seek to source additional capacity, which would adversely affect our results of operations as well as our reputation. In addition, we must continue to regularly upgrade and improve our technology infrastructure to support our business growth. However, we cannot assure you that we will be successful in executing these system upgrades, and the failure to do so may impede our growth.

We may be vulnerable to cyber-attacks, breakdown, interruptions, destruction, loss or compromise of data, obsolescence or incompatibility among systems or other significant disruptions. Unauthorized persons may attempt to access our products or systems in order to disrupt, disable or degrade such products or services or to obtain proprietary information. Any of such incidents could compromise our networks and the information stored there could be accessed, publicly disclosed, lost or stolen. Further, the negative publicity resulting from such disruptions could significantly impact our reputation.

In addition, a significant challenge to the e-commerce industry is the secure storage of confidential information and its secure transmission over public networks and we have limited control or influence over the security policies or measures adopted by our third party market place providers and third party providers of online payment services through which some of our end customers may choose to make payment for purchases. There is no assurance that our third party market place providers or providers of online payment services will not be subject to cyber-attacks, breakdown, interruptions, destruction, loss or compromise of data, obsolescence or incompatibility among systems or other significant disruptions. In addition, our online third party market place providers may experience surges in online traffic and orders, and there is no assurance that there will be no system interruptions, slowdown or unavailability, delays or errors in transaction processing, loss of data or inability to accept and process orders. If there are any disruptions in the information technology systems of our third party market place providers and providers of online payment services, which may result in a temporary or permanent disruption in their online sales platforms, we may not be able to sell our products through such market places and our online sales channel may be adversely affected. Any compromise of our information security or the information security measures of our third party market place providers and third party providers of online payment services may also deter our customers from purchasing and making payments for our products through such online sales channels, which could have an adverse impact on our online sales channel. See " – *Our online sales are dependent on sales channels controlled by third party online market places and our inability to utilize these channels or significant changes to our business arrangements with these market places may impact our revenue from operations, cash flows and profitability*."

26. ***We must continue to expand and scale our information technology systems, and our failure to do so could adversely affect our business, financial condition, and results of operations.***

We will need to continue to expand and scale our information technology systems and personnel to support recent and expected future growth. As such, we will continue to invest in and implement modifications and upgrades to our information technology systems and procedures, including replacing legacy systems with successor systems, making changes to legacy systems or acquiring new systems with new functionality, hiring employees with information technology expertise, and building new policies, procedures, training programs, and monitoring tools. These types of activities subject us to inherent costs and risks associated with replacing and changing these systems, including impairment of our ability to fulfill customer orders, potential disruption of our internal control structure, capital expenditures, additional administration, and operating expenses, acquisition, and retention of sufficiently skilled personnel to implement and operate the new systems, demands on management time, the introduction of errors or vulnerabilities, and other risks and costs of delays or difficulties in transitioning to or integrating new systems into our current systems. These implementations, modifications, and upgrades may not result in productivity improvements at a level that outweighs the costs of implementation, or at all. Additionally, difficulties with implementing new technology systems, delays in our timeline for planned improvements, significant system failures or our inability to successfully modify our information systems to respond to changes in our business needs may cause disruptions in our business operations and adversely affect our business, financial condition, and results of operations.

27. ***Our data centric approach to forecast demand for our products and manage our inventory may not be successful for various factors which may have an adverse effect on our business, financial condition and results of operations.***

Our data centric approach involves the use of various data tools to capture sales information, customer behavior and other metrics from our various sales and marketing channels. This data is then analyzed and used to design new products, inventory levels, manufacturing schedules, raw material purchasing and other aspects of our business cycle. Any inaccuracy or our inability to accurately collect and analyze this data may result in our forecasts and estimates as well as business plans to be inaccurate and incorrect. For example, if we underestimate demand or have inadequate capacity due to which we are unable to meet the demand for our products, we may manufacture fewer quantities of products than required, which could result in the loss of business. Any error in our forecasts could result in surplus stock, which may not be sold in a timely manner or at all. Our inability to accurately forecast demand for our products and manage our inventory may have an adverse effect on our business, financial condition, results of operations and cash flows.

28. ***We are subject to risks associated with leasing real estate for our retail stores, any termination of leases or increase in lease rentals may adversely affect our profitability.***

We lease the space for all our COCOs as on September 30, 2021. We spent ₹ 25.48 million, ₹ 39.01 million, ₹ 37.26 million, ₹ 11.90 million and ₹ 21.03 million towards rent in Fiscals 2019, 2020 and 2021 and the six months ended September 30, 2020 and 2021, respectively, constituting 0.43%, 0.53%, 0.52%, 0.87% and 0.52% of our revenue from operations in the same years/periods. Successful operation of our COCOs depends, in part, on our ability to identify desirable, brand appropriate locations; the overall ability of the location to attract a consumer base sufficient to make sales volume profitable; our ability to negotiate satisfactory lease terms and employ qualified personnel; and our ability to timely construct and complete any build-out and open the location in accordance with our plans. A decline in the volume of consumer traffic at our COCOs, due to economic conditions, shifts in consumer shopping preferences or technology, a decline in the popularity of malls or lifestyle centers in general or at those in which we operate, the closing of anchor stores or other adjacent tenants or otherwise, all of which have been exacerbated by the COVID-19 pandemic, have had and could continue to have a negative impact on our sales, gross margin and results of operations. Our growth may be limited if we are unable to identify new locations with consumer traffic sufficient to support a profitable sales level or the local market reception to a new retail store opening is inconsistent with our expectations.

Our COCOs leases generally represent long-term financial commitments, with substantial costs at lease inception for a location's design, leasehold improvements, fixtures and systems installation and recurring fixed costs. On an ongoing basis, we review the financial performance of our COCOs locations in order to determine whether continued operation is appropriate. From time to time, we seek to downsize, consolidate, reposition, or close some of our real estate locations, which may require modification of an existing lease. Even if we determine that it is desirable to exit a particular location, we may be unable to close an underperforming location due to continuous use clauses and/or because negotiating an early termination would be cost prohibitive and we may be unable to cancel these leases at our option. If an existing or new store is not profitable, and we decide to close it, we may nonetheless be committed to perform our obligations under the applicable lease including, among other things, paying the base rent for the balance of the lease term. Similarly, we may be committed to perform our obligations under the applicable leases even if current locations of our stores become unattractive as demographic patterns change. Failure to secure adequate new locations or successfully modify leases for existing locations, or failure to effectively manage the profitability of our existing fleet of retail stores, could have an adverse effect on our results of operations and financial condition. In addition, due to the fixed-cost structure associated with these operations, negative cash flows or the closure of a COCOs could result in impairment of leasehold improvements, impairment of operating lease assets and/or other long-lived assets, severance costs, lease termination costs or the loss of working capital, which could adversely impact our business and financial results. Furthermore, as each of our leases expire, we may be unable to negotiate renewals, either on commercially acceptable terms or at all, which could force us to close retail stores in desirable locations. Additionally, the economic environment may make it difficult to determine the fair market rent of real estate properties. This could impact the quality of our decisions to exercise lease options at previously negotiated rents and to renew expiring leases at negotiated rents. Any adverse effect on the quality of these decisions could impact our ability to retain real estate locations adequate to meet our targets or efficiently manage the profitability of our existing fleet of stores, which could have an adverse effect on our results of operations and financial condition.

As a result of temporary retail store closures and ongoing depressed consumer traffic due to the COVID-19 pandemic, we determined that the payment of rents that might have otherwise been due under our retail store leases was inappropriate. Accordingly, to manage our operating costs, with limited exceptions where alternative arrangements with our landlords had been finalized, we have negotiated with our landlords, including through the exercise of the force majeure event provision under our relevant lease agreements and our landlords have either discontinued rent payments or have agreed to a reduced rental amount starting in April to July 2020 and in April and May of 2021 and relocated certain of our retail stores to a location with higher consumer traffic. Whilst we have presently been able to negotiate equitable rental arrangements with all of the landlords for our retail locations, given the unpredictable and ongoing effects of the COVID-19 pandemic, if a resurgence of COVID-19 cases or the spread of new variants require us to close our stores or further restrict our operations, we may not be able to negotiate further equitable arrangements with our landlords in respect of such future closures or restrictions. In such case, we may have to continue to make the required rental payments under our lease agreements even if there are temporary retail store closures as a result of any COVID-19 restrictions, which could adversely affect our profitability and results of operations.

29. ***Information relating to historical installed capacity and estimated capacity utilization of our manufacturing facilities included in this Draft Red Herring Prospectus is based on various assumptions and estimates and our future production and capacity may vary.***

Information relating to the historical installed capacity and estimated capacity utilization of our manufacturing facilities included in this Draft Red Herring Prospectus is based on various assumptions and estimates of our management and an independent chartered engineer, including assumptions relating to expected operations, availability of raw materials, expected unit utilization levels, downtime resulting from scheduled maintenance activities, downtime resulting from change in stock keeping units for a particular product, unscheduled breakdowns as well as expected operational efficiencies. Actual production volumes and capacity utilization rates may differ significantly from the estimated production capacities and historical capacity utilization of our manufacturing facilities. Investors should therefore not place undue reliance on our historical installed capacity information for our existing manufacturing facilities included in this Draft Red Herring Prospectus.

30. ***Under-utilization of our manufacturing capacities may have an adverse effect on our business and future financial performance.***

Our capacity utilization is affected by the availability of raw materials, industry and market conditions as well as by demand from our customers. In the event that we are unable to achieve full capacity utilization of our current manufacturing facilities, this would result in operational inefficiencies which may have an adverse effect on our business, financial condition and future financial performance. Our capacity utilization is also impacted by the seasonal nature of our business with relatively lower capacity utilization in the first quarter of a year (April to June) as compared to the maximum capacity utilization between August to December of a year. For further details in relation to our capacity utilization, see *"Our Business – Description of our Business and Operations – Capacity and Capacity Utilization*" on page 172.

In addition, as part of our business strategy, we intend to continue to evaluate options to further backward integrate other aspects of our manufacturing process, which will allow us to reduce the reliance on the supply chain, particularly third party vendors and suppliers, ensure quality control and give us cost optimization opportunities while protecting our design intellectual property. For instance, in Fiscal 2021, we commissioned a sole manufacturing plant and in Fiscal 2020, we commissioned an uppers manufacturing facility. There is no assurance that we will be successful in our backward integration business strategy or that the capacity utilization of our manufacturing facilities, including any new manufacturing facilities, will operate at an optimal level which will enable us to achieve operational efficiencies and achieve our expected return on capital invested. Under-utilization of our manufacturing capacities over extended periods, or significant under-utilization in the short term, could adversely impact our business, growth prospects and future financial performance. Our expected return on capital invested is subject to, among other factors, the ability to ensure satisfactory performance of personnel to further grow our business, our ability to absorb additional infrastructure costs and utilize the expanded capacities as anticipated. In case of oversupply in the industry or lack of demand, we may not be able to utilize our capacity efficiently.

31. ***We do not own premises for our Registered and Corporate Office. Further, we operate our manufacturing facilities on parcels of land that are held by us on a leasehold basis as well as a freehold basis.***

We do not own premises for our Registered and Corporate Office. Further, we operate our manufacturing facilities on parcels of land that are held by us on a leasehold as well as freehold basis. See "*Our Business – Properties*" for further details. We cannot assure you that we will be able to renew our leases on commercially acceptable terms, or at all.

Certain of our lease agreements for our manufacturing facilities contain restrictive covenants, including but not limited to, requirements that we obtain consent from the lessor, which is typically the industrial development authority, prior to undertaking certain matters including amendments to our memorandum and articles of association, change in our capital structure or change in our name. While we believe that we have taken adequate steps to seek their consent, we cannot assure that such authorities will not take any adverse action against us under the terms of their respective lease agreements.

In the event that we are required to vacate our current premises, we would be required to make alternative arrangements and we cannot assure that the new arrangements will be on commercially acceptable terms. If we are required to relocate our business operations or shut down our manufacturing facilities, we may suffer a disruption in our operations or have to pay increased charges, which could have an adverse effect on our business, prospects, results of operations, cash flows and financial condition.

32. ***Our Company has acquired land in the last five years from one of our Promoters and entities related to our Promoters and may undertake such acquisitions in the future.***

Our Company acquired the business of Nikhil International, a sole proprietorship firm of one of our Promoters, Hari Krishan Agarwal, including, among other things, leasehold land, buildings, plant and machinery, located at: (i) Plot C9 and C10, Industrial Area, Selakui, Dehradun, Uttrakhand, India and (ii) Plot No. 61, HIMUDA, Bhatoli-Kalan Tehsil, Baddi, Dist. Solan, Himachal Pradesh, India, in 2017. Further, our Company acquired freehold land from one of our Promoters, Hari Krishan Agarwal, situated at J-17, Udyog Nagar, Rohtak Road, New Delhi, India, in 2019. While we believe such transactions have been conducted on an arms-length basis, there can be no assurance that our Company could not have achieved more favorable terms had such transactions not been entered into with related parties. In the future, our Company may undertake further acquisitions of land from our Promoters or Directors, or entities related to them.

Risks Relating to our Financial Condition and Liquidity

33. ***We have incurred losses and negative cash flows from investing and financing activities and cash and cash equivalents and we may continue to experience losses and negative cash flows in the future as we anticipate increased expenses in the future.***

We incurred total comprehensive income (loss) for the six months ended September 30, 2020 of ₹ (212.51) million. We have also incurred negative cash flows from investing and financing activities in some of the years/periods during past fiscals and the six months ended September 30, 2020 and 2021, as well as negative cash flows from operating activities for the six months ended September 30, 2020 and 2021. The following table sets forth our net cash (used in)/generated from operating activities, net cash (used in)/generated from investing and financing activities and net increase / (decrease) in cash and cash equivalents for Fiscals 2019, 2020 and 2021 and the six months ended September 30, 2020 and 2021:

(₹ in million)

	As at September 30,		Fiscals		
	2021	2020	2021	2020	2019
Net cash (used in)/generated from Operating Activities	(319.60)	(135.22)	1,243.06	994.81	544.13
Net cash (used in)/generated from Investing Activities	(122.89)	75.08	(89.91)	(1,545.23)	(287.51)

	As at September 30,		Fiscals		
	2021	2020	2021	2020	2019
Net cash /generated from / (used in) Financing Activities	438.61	(45.61)	(1,293.98)	685.71	(255.14)
Net (decrease) / increase in cash and cash equivalents	**(3.88)**	**(105.75)**	**(140.83)**	**135.29**	**1.48**

Such negative cash flows from investing activities for Fiscals 2019, 2020 and 2021 were mainly attributable to the purchase of property, plant and equipment including capital work in progress. Our negative cash flows from financing activities for Fiscal 2021 was mainly attributable to the repayment of borrowings and payments of principal and interest on our lease liabilities. Our negative cash flows from operating activities for the six months ended September 30, 2020 and 2021 was mainly attributable to changes in our inventories, trade receivables and other current assets. For details, see "*Management's Discussion and Analysis of Financial Condition and Results of Operations - Cash flows and cash and cash equivalents*". Although we seek to manage our working capital, we cannot assure you that we will be able to match the timing and amounts of our cash inflows with the timing and amounts of our payment obligations and other cash outflows. As a result, there could be a period during which we experience net cash outflow. Negative operating cash flow requires our Group to obtain sufficient external financing to meet out financing needs and obligations. If we are unable to do so, we will be in default of our payment obligations and may not be able to expand our business. Thus, our business, financial position and results of operations may be materially adversely affected.

We also expect our costs to increase over time and our losses and negative cash flows may continue given the investments expected to be made to grow our business and manufacturing capacity, enhance our supply chain capabilities and trade distribution network, develop and launch new product offerings, expand our customer base in existing markets and penetrate new markets. We have expended and expect to continue expending substantial financial and other resources on technological investments, infrastructure and our team, among other initiatives. In addition, when we become a listed company, we will incur significant additional legal, accounting and other expenses. These efforts may be more costly than we expect and may not result in increased revenue or growth in our business. Any failure to increase our revenue sufficiently to keep pace with our investments and other expenses could prevent us from achieving profitability or positive cash flow on a consistent basis. Further, under Ind AS, any grant of ESOPs under ESOP Schemes results in a charge to our profit and loss statement based on the fair value of the ESOPs at the date when the grant is made and such expenses reduce our profitability to that extent for the relevant fiscal. For details of our outstanding ESOPs, see "*Capital Structure - ESOP Schemes*" on page 88. If we are unable to successfully address these risks and challenges or if we are unable to generate adequate revenue growth and manage our expenses and cash flows, we may continue to incur significant losses in the future, which could adversely affect our ability to, among others, fund our operations, pay debts in a timely manner or finance proposed business expansions or investments. Any of the foregoing could adversely affect our business, cash flows, financial condition and results of operations. Moreover, failure to achieve or sustain profitability on a consistent basis could cause the value of our Equity Shares to decline.

34. ***We may face credit risks in the ordinary course of business***

There are credit risks associated with our business. For Fiscals 2019, 2020 and 2021 and six months ended September 30, 2020 and September 30, 2021, our total trade receivables amounted to ₹ 1,620.10 million, ₹ 1,443. 16 million, ₹ 981.98 million, ₹ 1,168.66 million and ₹ 1235.14 million, representing 51.81%, 33.44%, 25.63%, 29.36% and 24.07% of our total current assets, respectively. We have executed agreements with our distributors and which carry a credit term ranging from 30 to 60 days. If we encounter significant delays or defaults in payment by our customers or are otherwise unable to recover our trade receivables, our cash flows from operations may be inadequate to meet our working capital requirements. For Fiscals 2019, 2020 and 2021 and six months ended September 30, 2020 and September 30, 2021, our allowance for expected credit loss and trade receivables written off amounted to ₹47.92 million, ₹73.94 million, ₹63.94 million, ₹16.36 million and ₹54.93 million, representing 0.81%, 1.01%, 0.90%, 1.20% and 1.35% of our revenue from operations, respectively.

35. ***We have incurred significant indebtedness and our lenders have imposed certain restrictive conditions on us under our financing arrangements. This may limit our ability to pursue our business and limit our flexibility in planning for, or reacting to, changes in our business or industry.***

As of September 30, 2021, we had total borrowings of ₹ 1,915.69 million. Many of our financing agreements include conditions and restrictive covenants, including the requirement that we obtain consent from or intimate our respective lenders prior to carrying out certain activities and entering into certain transactions including, among others, effecting any change in our Company's capital structure, carrying out or entering into any amalgamation, consolidation, demerger, merger, restructuring, reorganization, corporate reconstruction by our Company, amending our Company's memorandum of association or articles of association and undertaking any further capital expenditure except those being funded by our Company's own resources. These restrictions may limit our flexibility in responding to business opportunities, competitive developments and adverse economic or industry conditions.

Further, a breach of any of the covenants, or a failure to pay interest or indebtedness when due, under this or any of our other financing arrangements, could result in a variety of adverse consequences, including the termination of one or more of our credit facilities, levy of penal interest, the enforcement of any security provided, acceleration of all amounts due under such facilities, right to appoint nominee on our Board and cross-defaults under certain of our other financing agreements, any of which may adversely affect our business, results of operations and financial condition.

Our financing agreements also generally contain certain financial covenants including the requirement to maintain, among others, specified debt-to-equity ratios. These covenants vary depending on the requirements of the financial institution extending the loan and the conditions negotiated under each financing document. Such covenants may restrict or delay certain actions or initiatives that we may propose to take from time to time. We have breached our covenant on the debt service coverage ratio in Fiscal 2021 under one of our financing arrangements and we have obtained a waiver from the lender for such breach. We cannot assure you that we will comply with the covenants with respect to our financing arrangements in the future or that we will be able to secure waivers for any such non-compliance in a timely manner or at all. If the obligations under any of our financing agreements are accelerated, we may have to dedicate a substantial portion of our cash flow from operations to make payments under such financing documents, thereby reducing the availability of cash for our working capital requirements and other general corporate purposes.

36. ***We may require additional capital to fund the expansion and development of our business and we may not be able to obtain sufficient financing on acceptable terms.***

We require a substantial amount of capital for maintenance, such as for the replacement or repair of machineries and equipment, as well as for our non-maintenance and/or expansion plans, including our 'omnichannel presence' distribution strategy. For Fiscals 2019, 2020 and 2021 and six months ended September 30, 2020 and 2021, our capital expenditure amounted to ₹ 345.91 million, ₹ 856.24 million, ₹ 708.43 million, ₹295.01 million and ₹ 135.78 million respectively, which accounted for 5.81%, 11.70%, 9.96%, 21.66% and 3.33% of revenue from operations for the respective years/period. We expect to incur higher capital expenditures for our business operations and expansion plans in the future. We would incur such expenses and make such investments in advance of expected sales, and such expected sales may not occur. As a result, our business, financial condition and results of operations could be materially and adversely affected

We have relied on a mixture of equity capital and debt financing to fund our business operations and expansion and development activities in the past. There can be no assurance that we will be able to obtain sufficient funding or obtain funding at all when it is required or that such additional funding will be available on commercially acceptable terms, particularly in light of current global financial conditions. Continued disruptions in the global capital and credit markets as a result of uncertainty, changing or increased regulation of financial institutions, reduced alternatives or the failure of any significant financial institution could adversely affect our access to liquidity. The terms of any additional debt we may incur in the future could restrict our ability to effectively conduct our operations. If we raise capital through additional equity funding, it may be on terms that are highly dilutive or otherwise adverse to our existing shareholders and it may subject us to restrictive covenants. In addition, if we raise additional funding through the issuance of new shares or other equity or equity linked securities other than on a pro-rata basis to existing shareholders, the percentage ownership of such shareholders may be diluted. Moreover, the newly issued shares or equity securities may have rights, preferences or privileges superior to those of the shares of the existing shareholders. Further, although we may be able fund the expansion and development of our business with our retained earnings, it may impact our ability to pay dividends to our shareholders. Because our decision to raise additional capital will depend on numerous considerations, including factors beyond our control, we cannot predict or estimate the amount, timing, or nature of any future debt or equity financings, or terms on which any such financings may be completed. Our failure to obtain additional funding or to obtain additional funding on commercially acceptable terms when needed could have a material and adverse effect on our business, financial condition and results of operations.

37. ***We have certain contingent liabilities, which, if materialized, may adversely affect our financial condition and results of operations.***

Our contingent liabilities as per Ind AS 37 as of September 30, 2021 are as follows:

Particulars	Contingent liabilities and commitments as at September 30, 2021
We had imported plant and machinery in Fiscal 2016 under EPCG scheme. An export obligation ('EO') amounting to ₹ 23.87 million was placed on us which was to be fulfilled in a period of six years from the date of inspection of licence. Duty saved under EPCG Scheme amounting to ₹ 3.98 million.	₹ 3.98 million
Pursuant to judgement by the Honorable Supreme Court dated February 28, 2019, it was held that basic wages, for the purpose of provident fund, to include special allowances which are common for all employees. However, there is uncertainty with respect to the applicability of the judgement and period from which the same applies. Owing to the aforesaid uncertainty and pending clarification from the authorities in this regard, we have not recognized any provision till Fiscal 2019. Further, we also believe that the impact of the same on us will not be material.	

If a significant portion of our contingent liabilities materializes, it could have an adverse effect on our results of operations and financial condition. Further, there can be no assurance that we will not incur similar or increased levels of contingent liabilities in the future.

Legal and Regulatory Risks

38. ***The Indian footwear sector is subjected to an inverted duty structure under the Goods and Services Tax Act. As on March 31, 2021 and September 30, 2021 we had an amount of ₹ 456.11 million and ₹ 681.01 million as Balance with Government Authorities and ₹ 332.01 million and ₹ 89.86 million as GST refund due to us in the respective periods. We can only utilize the amounts held as Balance with Government Authorities if the inverted duty structure is reversed, which may not happen in a timely manner or at all. The receipt of the GST refunds may also be subject to conditions and delays.***

The Indian footwear sector has been subjected to the problem of inverted duty structure under the Goods and Services Tax (GST) Act wherein the amount of GST paid by us on the raw materials and labor (input GST credit) is higher that the GST we recover from the sale of our products (output GST liability). A part of such unutilized input GST credit to the extent it is related to raw material can be claimed as GST Refund. The balance which essentially relates to input GST credit on labor and/or input GST credit on capital goods to the extent not capitalized, is carried forward in the Balance Sheet as balance with Government Authorities. As on March 31, 2019, 2020 and 2021 and September 30, 2020 and 2021, we have in our Other Current Asset an amount of ₹ 92.31 million, ₹ 389.64 million, ₹ 456.11 million, ₹ 396.93 million and ₹ 681.01 million outstanding, which accounted for 2.95%, 9.03%, 11.90%, 9.97% and 13.27% of our total Current Assets, as Balance with Government Authorities, and ₹ 176.57 million, ₹ 137.66 million, ₹ 332.01 million, ₹ 197.51 million and ₹ 89.86 million, which accounted for 5.65%, 3.19%, 8.67%, 4.96% and 1.75% of our total Current Assets, respectively as GST Refund. As on date, there is no limit on the number of years for which such asset can be carried forward. However, our ability to effectively utilize such amount is possible only when the inverted duty structure is corrected. Further, the refund of GST amounts due to us is subject to conditions and may be subject to delays. An inability to recover these refunds may impact our profitability.

39. ***Our inability to protect our intellectual property rights may prevent us from successfully marketing our products and we may infringe the intellectual property rights of others which could result in litigation.***

We currently hold over 66 registered trademarks. Failure to protect our intellectual property could harm our brand and our reputation, and adversely affect our ability to compete effectively. Further, enforcing or defending our intellectual property rights, including our trademarks, copyrights and trade secrets, could result in the expenditure of significant financial and managerial resources. We produce, market and sell our products under registered trademarks. We regard our intellectual property, particularly our trademarks and trade secrets to be of considerable value and importance to our business and our success. We rely on a combination of trademark and trade secrecy laws, and contractual provisions to protect our intellectual property rights. There can be no assurance that the steps taken by us to protect these proprietary rights will be adequate or that third parties will not infringe or misappropriate our trademarks, trade secrets or similar proprietary rights and we may have to pursue litigation against such third parties to assert our rights.

In addition, we cannot be certain that our activities will not infringe the intellectual property rights of others and there can be no assurance that other parties will not assert infringement claims against us, which could be costly and we may lack the resources required to defend such claims. For instance, in January 2020, the Delhi High Court ordered us to cease the sales of our "Discovery" footwear line, after certain copyright infringement claims were made by an international competitor, concerning the soles of our "Discovery" footwear. We reached a settlement with the complainant and discontinued that particular design of shoes. Any infringement or alleged infringement of the intellectual property rights of others may result in negative publicity and we may be compelled to discontinue the sale of offending goods and the use of offending trademarks, and pay damages or fines, which could have a material adverse effect on our business, financial condition and results of operations. Any event that would jeopardize our proprietary rights or any claims of infringement by third parties could also have a material adverse effect on our ability to market or sell our styles, and profitably exploit our products.

40. ***Whilst we have registered trademarks and other intellectual property rights, certain of our trademarks that we have applied for, and those that have been registered in our name are currently subject to opposition / rectification proceedings before the Indian Trade Marks Registry, by parties including our competitors.***

Whilst we have registered trademarks and other intellectual property rights, some of our pending trademark applications and registered trademarks are currently (and in the future may be) subject to opposition / rectification proceedings. We use multiple trademarks in our business on a day-to-day business, including the ones that are subject to opposition / rectification proceedings. These include trademarks that are material to our business. For instance, seven of our trademarks which have been registered under Class 25 (i.e. footwear, soles of footwear, parts of footwear) and Class 35 (i.e. advertising; business management; business administration; office functions; retail services; online retail services; wholesale services; retailing and wholesale services for footwear; footwear accessories; and marketing and promotional services), are subject to rectification proceedings, all of which have been initiated by one of our competitors. These include which were applied for and granted registration with effect from 1997 by our predecessor API Polymers (India) Limited (now known as Action Shoes Private Limited, one of our Group Companies). In 2007, the registration for this trademark had expired. In 2010, API Polymers (India) Private Limited applied for, and registered the trademark in classes 18 and 25. We entered into a trademark assignment agreement with our predecessor and acquired this trademark in class 25 in 2016, and thereafter acquired the class 18 registration in 2021. In addition, the trademarks , and in classes 25 and 35, which were applied for and granted registration with effect from July 2017, are also subject to similar challenges. It has been alleged by the said competitor in these proceedings that the 'bolt' image forming a part of these trademarks is deceptively similar to the trademark registered in the name of the said competitor, which it has been allegedly using before our Company. Our trademark CAMPUS was applied for and granted registration with effect from 1990 by our predecessor API Polymers (India) Private Limited (now known as Action Shoes Private Limited) and thereafter was acquired by us vide assignment deed in 2016. Further, the applications for registration of three of our trademarks i.e.,

, and , applied for under Class 25 (i.e. footwear, soles of footwear, parts of footwear), in April 2016 and March 2017, are currently subject to opposition proceedings.

In addition, our applications for the trademarks and which have been applied in the year 2021, under Class 25 (i.e. footwear, soles of footwear, parts of footwear) are currently subject to opposition proceedings initiated by an entity engaged in manufacturing of clothing and accessories. In the said opposition proceedings, it has been alleged by the entity that these trademarks applied for by us are similar to certain trademarks that are registered in its name ("Opposition Trademarks"), which it has been using since 2011. Since then, our Company has initiated rectification proceedings in respect of the Opposition Trademarks, wherein we have stated, among other grounds, that the trademark 'Campus' is registered in our name under Class 25, since 1990. For details, also see "*Outstanding Litigation and Other Material Developments*" on page 342.

We cannot assure you that these opposition / rectification proceedings will be decided in favor of our Company. Further, such proceedings could divert management time and attention and consume financial resources. Any adverse outcome in any of these proceedings may have an adverse effect on our business, results of operations and financial condition.

41. ***Environmental regulations impose costs and limitations on our operations.***

We generate physical waste, use certain chemicals in our manufacturing operations and produce emissions in our manufacturing process. As such, we are subject to various national and local environmental laws and regulations in India concerning issues such as air emissions, wastewater discharges, and solid waste management and disposal. These laws and regulations can restrict or limit our operations and expose us to liability and penalties for non-compliance. While we believe that our facilities are now in material compliance with all applicable environmental laws and regulations, the risks of unanticipated costs and liabilities related to compliance with these laws and regulations are an inherent part of our business. It is possible that future conditions may develop, arise or be discovered that create new environmental compliance or remediation liabilities and costs. While we believe that we can comply with existing environmental legislation and regulatory requirements and that the costs of compliance have been included within budgeted cost estimates, compliance may prove to be more limiting and costly than anticipated. For instance, our Company had received a letter dated December 6, 2019, (**"Letter"**) from the State Level Environment Impact Assessment Authority, Uttarakhand (the **"SEIAA"**) informing us that pursuant to our proposal dated November 6, 2018, submitted to the SEIAA for grant of environmental clearance under the Environment (Protection) Act, 1986, our Company was found to be in violation of the notification dated February 1, 1989, issued by the Ministry of Environment & Forests, by the State Expert Appraisal Committee, in its meeting held on October 22, 2019. Pursuant to the Letter, our Company was estimated to have caused environmental and ecological damage of ₹ 0.71 million. Accordingly, we were required by the SEIAA to implement a remediation plan in a phased manner over a span of three years to compensate for damage to the environment, and to furnish a bank guarantee equivalent to the cost of the remediation plan, i.e., ₹ 1.60 million. Accordingly, a bank guarantee of ₹ 1.60 million dated August 29, 2020, was furnished to the Uttarakhand Environment Protection & Pollution Control Board. As on the date of this Draft Red Herring Prospectus, our Company has incurred ₹ 0.64 million towards the implementation of the remediation plan.

42. ***There are outstanding litigations involving our Company, Subsidiary, and our Directors. Any adverse outcome in any of these proceedings may adversely affect our results of operations and financial condition.***

Our Company, Subsidiary, and our Directors are involved in certain outstanding legal proceedings, which are pending at different levels of adjudication at different fora. Brief details of such outstanding litigation are as follows:

(₹ in million)

Nature of cases	Number of cases	Total amount involved (to the extent quantifiable)
Litigation involving our Company		

(₹ in million)

Nature of cases	Number of cases	Total amount involved (to the extent quantifiable)
Proceedings against our Company		
Material civil	Nil	NA
Criminal	Nil	NA
Tax	Nil	NA
Action by statutory or regulatory authorities	Nil	NA
Proceedings by our Company		
Material civil	Nil	NA
Criminal	2	5.93
Litigation involving our Subsidiary		
Proceedings against our Subsidiary		
Material civil	Nil	NA
Criminal	Nil	NA
Tax	Nil	NA
Action by statutory or regulatory authorities	Nil	NA
Proceedings by our Subsidiary		
Material civil	Nil	NA
Criminal	1	1.54
Litigation involving our Promoters		
Proceedings against our Promoters		
Material civil	Nil	NA
Criminal	Nil	NA
Tax	1	9.81
Action by statutory or regulatory authorities	Nil	NA
Disciplinary action in the last five Fiscals	Nil	NA
Proceedings by our Promoters		
Material civil	Nil	NA
Criminal	Nil	NA
Litigation involving our Directors		
Proceedings against our Directors		
Material civil	Nil	NA
Criminal	2	NA
Tax	1	9.81
Action by statutory or regulatory authorities	Nil	NA
Proceedings by our Directors		
Material civil	Nil	NA
Criminal	Nil	NA
Litigation involving our Group Companies		
Pending litigation which has a material impact on our Company	Nil	NA

For further details, see "*Outstanding Litigation and Other Material Developments*" on page 342.

We cannot assure you that these legal proceedings will be decided in favor of our Company, Subsidiary and our Directors, as the case may be, or that no further liability will arise out of these proceedings. The amounts claimed in these proceedings have been disclosed to the extent ascertainable and include amounts claimed jointly and severally. If any new developments arise, such as change in Indian law or rulings against us by appellate courts or tribunals, we may need to make provisions in our Restated Financial Information that could increase our expenses and current liabilities. Further, such legal proceedings could divert management time and attention and consume financial resources. Any adverse outcome in any of these proceedings may have an adverse effect on our results of operations and financial condition.

43. ***We are required to obtain, renew or maintain certain statutory and regulatory permits and approvals required to operate our business, and if we fail to do so in a timely manner or at all, or these requirements are made more stringent, we may be unable to fully or partially operate our business and our results of operations may be adversely affected.***

We are required to obtain and maintain various certificates, licenses, permits and governmental approvals, including permits to operate our manufacturing facilities and possess certain equipment required for production. There is no assurance that such licenses and/or certificates which are required in connection with our operations will be granted by us in a timely manner. If we fail to obtain the required licenses and/or certificates and are found to be non-compliant with applicable laws and regulations, we could be subject to regulatory sanctions ranging from written warning, administrative fines and/or temporary closure, which may have a material adverse effect on our business. Further, see "*Government and Other Approvals"* on page 350 for details of the material approvals applicable to our business and operations including for details of applications made for certain regulatory approvals that have not been received by us as on the date of this Draft Red Herring Prospectus.

We also cannot guarantee that we will be able to comply with the latest regulations that may come into effect from time to time in the jurisdictions in which we operate or that we will not encounter other material delays or difficulties in fulfilling the necessary conditions to obtain and/or maintain all necessary certificates, licenses, permits or approvals for our operations in a timely manner, or at all, in the future. We also cannot assure you that the relevant government authorities will not revoke or renew our existing permits, refuse to issue new permits, or issue permits that conflict with our licenses for the approvals which we require to operate our business and implement any expansion programs or that they will not impose unfavorable terms and conditions in connection with the issuance or renewal of such permits or approvals. If we fail to obtain or renew, or encounter significant delays in obtaining or renewing, the necessary certificates, licenses, permits or approvals, our business may experience interruption and our financial condition and results of operations may be materially and adversely affected.

44. ***Our insurance coverage may not be sufficient or adequate to protect us against all material hazards, which may adversely affect our business, results of operations and financial condition.***

Our operations are subject to various risks inherent in manufacturing operations, including those caused by recklessness and negligence, which could cause personal injury and loss of life, damage to or destruction of our properties and the properties of others as well as environmental pollution, and could result in suspension of operations and the imposition of civil or criminal penalties. We maintain insurance coverage under various insurance policies for, among other things, machinery breakdown, burglary, money and fire and special perils. We also maintain various insurance policies covering transportation, cargo and accidents, as well as a directors' and officers' liability insurance. The following table sets forth the amounts and percentage of our insurance coverage based on the total assets of our Company as on March 31, 2021 and September 30, 2021:

(in ₹ millions, unless specified otherwise)

	As on September 30, 2021		As on March 31, 2021	
	Gross block of Tangible Fixed Assets*	**Inventory including Finished Goods, Traded Goods, Work in Progress and Raw material**	**Gross block of Tangible Fixed Assets***	**Inventory including Finished Goods, Traded Goods, Work in Progress and Raw material**
Net value of Assets (A)	2,566.30	2,983.36	2,495.52	2,024.96
Insurance Coverage on Assets (B)	2,988.06	2,939.70	2,365.61	2,425.70
Percentage of Insurance Coverage (B/A)	**116.43%**	**98.54%**	**94.79%**	**119.79%**

** Does not include value of free hold land*

There is no assurance that the coverage under our insurance policies may be adequate to cover all actual losses. We could be held liable for accidents that occur at our manufacturing facilities or otherwise arising out of our operations. In the event of personal injuries, fires or other accidents suffered by our employees or other people, we could face claims alleging that we were negligent, provided inadequate supervision or be otherwise liable for the injuries. Moreover, we do not have any business liability, interruption or litigation insurance coverage for our operations in India and are subject to business and product liability exposure. While we believe that the insurance coverage which we maintain would be reasonably adequate to cover the normal risks associated with the operation of our business, to the extent that we suffer loss or damage, for which we have not obtained or maintained insurance, or which is not covered by insurance, which exceeds our insurance coverage or where our insurance claims are rejected, the loss would have to be borne by us and our results of operations and financial condition could be adversely affected. In addition, our insurance coverage expires from time to time and we may not be able to renew our policies in a timely manner, or at acceptable cost.

45. ***We have commissioned and paid for an industry report which is exclusively prepared for the purposes of the Offer and issued by Technopak which has been used for industry related data in this Draft Red Herring Prospectus . Accordingly, prospective investors are advised not to place undue reliance on such information.***

We have commissioned and paid for a report titled "Report on Footwear Retail in India" dated December 18, 2021 which is exclusively prepared for the purposes of the Offer and issued by Technopak, which has been used for industry related data that has been disclosed in this Draft Red Herring Prospectus. Our Company, our Promoters, and our Directors are not related to Technopak. The Technopak Report uses certain methodologies for market sizing and forecasting. Investors should read the industry related disclosure in this Draft Red Herring Prospectus in this context. 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. While industry sources take due care and caution while preparing their reports, they do not guarantee the accuracy, adequacy or completeness of the data. Accordingly, investors should not place undue reliance on, or base their investment decision solely on the information in the Technopak Report.

46. ***Our ability to pay dividends in the future will depend upon our earnings, financial condition, cash flows and capital requirements.***

Our ability to pay dividends depends on our earnings, financial condition, cash flows, capital requirements, applicable Indian legal restrictions and other factors. We may decide to retain all of our earnings to finance the development and expansion of our business and, therefore, may not declare dividends on our Equity Shares. We may, in the future, be restricted by the terms of our loan agreements, from making any dividend payments, unless otherwise agreed upon by our lenders. We cannot assure you that we will be able to pay dividends in the future. For further details on our dividend policy, see "*Dividend Policy*" on page 233. Additionally, the Finance Act, 2020 ("**Finance Act**") provides a number of amendments to the direct and indirect tax regime, including a simplified alternate direct tax regime and that dividend distribution tax ("**DDT**"), will not be payable in respect of dividends declared, distributed or paid by a domestic company after March 31, 2020. Accordingly, such dividends would not be exempt in the hands of the shareholders, both resident as well as non-resident and are likely be subject to tax deduction at source. Our Company may or may not grant the benefit of a tax treaty (where applicable) to a non-resident shareholder for the purposes of deducting tax at source from such dividend. Due to the COVID-19 pandemic, the Government of India also passed the Taxation and Other Laws (Relaxation of Certain Provisions) Act, 2020, implementing relaxations from certain requirements under, among others, the Central Goods and Service Tax Act, 2017 and Customs Tariff Act, 1975. Further, the Government of India has announced the Union Budget for Fiscal 2021, pursuant to which the Finance Act of 2021 has introduced various amendments. Investors should consult their own tax advisors about the consequences of investing or trading in the Equity Shares.

47. ***Inability to manage losses due to fraud, employee negligence, theft or similar incidents may have an adverse impact on us.***

Our business and the industry we operate in are vulnerable to the problem of product shrinkage. Shrinkage at our stores or our warehouses may occur through a combination of shoplifting by customer, pilferage by employee, damage, obsolescence and expiry and error in documents and transactions that go un-noticed. The retail industry also typically encounters some inventory loss on account of employee theft, shoplifting, vendor fraud, credit card fraud and general administrative error.

Sales in our outlets are settled by cash, credit card or electronic payments. We rely on our employees at our outlets to handle such cash sales. We have also implemented various cash management systems and adopted cash and inventory handling policies as well as security measures for our outlets. However, there is no absolute assurance that lapses in internal controls will not occur. Should we fail to impose strict monitoring on our staff for possible practices of pilferage and theft of materials by employees and outsiders, we will not be able to prevent such misdeeds from happening, which may harm our financial performance. We may also incur losses from theft or "leakage" of our products in our stores or in our distribution centers prior to the launch of the sales of these products. While we have taken steps to detect and prevent such issues, those steps may not always be effective. In addition to the direct costs of such losses, such theft or "leakage" of our products could result in lost revenue and unlawful reselling of our products, which could adversely affect our brand and reputation.

48. ***We have presented certain supplemental information of our performance and liquidity which is not prepared under or required under Ind AS.***

This Draft Red Herring Prospectus includes our EBIT, EBITDA, EBITDA Margin, Gross Margin, Gross Margin %, Capital Employed, Return on Capital Employed, Return on Equity, Profit / (Loss) after Tax Margin, Average Selling Price, Net Worth, Return on Net Worth and Net Asset Value per Equity Share (collectively "**Non-GAAP Measures**") and certain other industry measures related to our operations and financial performance, which are supplemental measures of our performance and liquidity and are not required by, or presented in accordance with, Ind AS, IFRS or US GAAP.

Further, these Non-GAAP Measures and industry measures are not a measurement of our financial performance or liquidity under Ind AS, Indian GAAP, IFRS or US GAAP and should not be considered in isolation or construed as an alternative to cash flows, profit/ (loss) for the years/ period or any other measure of financial performance or as an indicator of our operating performance, liquidity, profitability or cash flows generated by operating, investing or financing activities derived in accordance with Ind AS, Indian GAAP, IFRS or US GAAP. In addition, such Non GAAP Measures and industry measures are not standardized terms, and may vary from any standard methodology that is applicable across the Indian footwear retailing industry, and therefore may not be comparable with financial or industry related statistical information of similar nomenclature computed and presented by other companies, and hence a direct comparison of these Non- GAAP Measures and industry measures between companies may not be possible. Other companies may calculate these Non-GAAP Measures and industry measures differently from us, limiting its usefulness as a comparative measure. Although such Non-GAAP Measures and industry measures are not a measure of performance calculated in accordance with applicable accounting standards, our Company's management believes that they are useful to an investor in evaluating us as they are widely used measures to evaluate a company's operating performance.

49. ***We have issued Equity Shares during the last 12 months at a price that may be lower than the Offer Price.***

We have issued Equity Shares during the last 12 months preceding the date of this Draft Red Herring Prospectus at a price that may be lower than the Offer Price, as detailed in the following table:

Date of Allotment	Reason for/Nature of Allotment	No. of Equity Shares Allotted	Face Value per Equity Share (₹)	Issue price per Equity Share (₹)
October 29, 2021	Allotment pursuant to 2018 ESOP Scheme(1)	2,91,438	10	109.27

(1) *Allotment of 137,238 Equity Shares to Raman Chawla, 103,314 Equity Shares to Piyush Singh, 27,756 Equity Shares to Rajeev Mittal and 23,130 Equity Shares to Sandeep Marwaha.*

For further details, see "*Capital Structure*" on page 80. The prices at which the Equity Shares were issued by us in the last 12 months should not be taken to be indicative of the Price Band, Offer Price and the trading price that will prevail in the open market following listing of the Equity Shares.

EXTERNAL RISKS - RISKS RELATING TO INDIA

50. ***Political, economic or other factors that are beyond our control may have an adverse effect on our business and results of operations.***

The Indian economy and capital market is influenced by economic, political and market conditions in India and globally. Adverse economic developments, such as rising fiscal or trade deficit, in other emerging market countries may also affect investor confidence, cause increased volatility in the securities markets, and indirectly affect these economies in general. Our performance and the growth of our business are necessarily dependent on the health of the overall Indian economy. Further, the following external risks may have an adverse impact on our business and results of operations, should any of them materialize. Such incidents could also create a greater perception that investment in Indian companies involves a higher degree of risk and could have an adverse effect on our business and the price of the Equity Shares:

- increase in interest rates which may adversely affect our access to capital and increase our borrowing costs, if any, and may constrain our ability to grow our business and operate profitably;
- downgrade of India's sovereign debt rating by an independent agency;
- scarcity of credit or other financing;
- political instability, resulting from a change in governmental or economic and fiscal policies which may adversely affect economic conditions in India;
- strikes, lock-outs, work stoppages or increased wage demands by employees, suppliers or other service providers;
- unionization of our or parts of our workforce or the association with a union by our or parts of our workforce leading to possible strikes, tools-down orders and wage hikes;
- civil unrest, acts of violence, terrorist attacks, regional conflicts or situations or war;
- fires and/or natural calamities such as earthquakes, tsunamis, floods, and drought in recent years, which can result in damage to our property or inventory which may affect our productivity and may require us to evacuate personnel and suspend operations;
- changes in tax, trade, fiscal or monetary policies;
- financial instability and turmoil in other countries; and
- contagious diseases such as the COVID-19 pandemic, the highly pathogenic H7N9, H5N1 and H1N1 strains of influenza in birds and swine.

51. ***Our operations may be adversely affected by the effects of health pandemics, civil disturbances, social unrest, hostilities or acts of terrorism, natural disasters such as extreme weather events and other criminal activities.***

Certain events that are beyond our control, such as health pandemics, terrorist attacks, natural calamities and other acts of violence or war, may adversely affect worldwide financial and Indian markets, and could potentially lead to a severe economic recession, which could adversely affect our business, results of operations, financial condition and cash flows, and more generally, any of these events could lower confidence in India's economy.

India has experienced social unrest in some parts of the country. If such tensions occur in other parts of the country leading to overall political and economic instability, it could have an adverse effect on our business, financial condition, results of operations and the trading price of our Equity Shares. India has also experienced natural calamities such as earthquakes, tsunamis, floods and droughts in the past. Instances of floods or other natural calamities could have an adverse effect on our business, financial condition, results of operations and the trading price of our Equity Shares. Such events may result in a temporary decline in foot traffic at the locations we sell our products or in our employees' ability to perform their duties. In addition, such events may temporarily interrupt our ability to transport products, to receive materials from our suppliers or otherwise to provide our services.

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

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

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

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

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

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

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

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

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

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

55. ***Our business and activities may be regulated by the Competition Act and proceedings may be enforced against us.***

The Competition Act, 2002 (the "**Competition Act**") seeks to prevent business practices that have an appreciable adverse effect on competition in the relevant market in India. Under the Competition Act, any arrangement, understanding or action in concert between enterprises, whether formal or informal, which causes or is likely to cause an appreciable adverse effect on competition in India is void and attracts substantial monetary penalties. Further, any agreement among competitors which directly or indirectly involves the determination of purchase or sale prices, limits or controls production, supply, markets, technical development, investment or provision of services, shares the market or source of production or provision of services in any manner by way of allocation of geographical area, type of goods or services or number of customers in the relevant market or in any other similar way or directly or indirectly results in bid-rigging or collusive bidding is presumed to have an appreciable adverse effect on competition. The Competition Act also prohibits abuse of a dominant position by any enterprise. If it is proved that the contravention committed by a company took place with the consent or connivance or is attributable to any neglect on the part of, any director, manager, secretary or other officer of such company, that person shall be also guilty of the contravention and may be punished. On March 4, 2011, the Government of India notified and brought into force the combination regulation (merger control) provisions under the Competition Act with effect from June 1, 2011. These provisions require acquisitions of shares, voting rights, assets or control or mergers or amalgamations that cross the prescribed asset and turnover based thresholds to be mandatorily notified to, and pre-approved by, the Competition Commission of India ("**CCI**"). Additionally, on May 11, 2011, the CCI issued the Competition Commission of India (Procedure in regard to the transaction of business relating to combinations) Regulations, 2011, as amended, which sets out the mechanism for implementation of the merger control regime in India. The Competition Act aims to, among other things, prohibit all agreements and transactions, including agreements between vertical trading partners i.e. entities at different stages or levels of the production chain in different markets, which may have an appreciable adverse effect on competition in India. Further, the CCI has extra-territorial 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 on competition in India. However, the effect of the provisions of the Competition Act on the agreements entered into by us cannot be predicted with certainty at this stage. We may also be subject to queries from the CCI pursuant to complaints by customers or any third persons, which could be made without any or adequate basis given our market presence.

Further, the CCI has extra-territorial powers and can investigate any agreements, abusive conduct or combination thereof occurring outside of India if such agreement, conduct or combination thereof has an appreciable adverse effect on competition in India. However, the effect of the provisions of the Competition Act on the agreements entered into by us cannot be predicted with certainty at this stage.

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

As required under the SEBI ICDR Regulations, we have prepared the Restated Consolidated Financial Information which are included in this Draft Red Herring Prospectus in accordance with Ind AS. Ind AS differs from other accounting principles that prospective investors may be familiar with, such as IFRS and U.S. GAAP.

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

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

The cost and availability of capital is dependent, among other factors, on our short-term and long-term credit ratings. Ratings reflect a rating agency's opinion of our financial strength, operating performance, strategic position, and ability to meet our obligations. In May 2021, Campus AI and we received long term issuer ratings of IND A+ from India Ratings and Research with a stable outlook. In June 2021, CRISIL Ratings revised its rating outlook on the long-term bank facilities of Campus AI to 'Positive' from 'Stable', while reaffirming the rating at 'CRISIL A' and the short-term rating at 'CRISIL A1'. Any future performance issues by us or the industry may result in a downgrade of our credit ratings, which may in turn lead to an increase in our borrowing costs and constrain our access to funds and debt markets and, as a result, may adversely affect our business growth. In addition, any downgrade of our credit ratings could result in default under our financing arrangements or lenders imposing additional terms and conditions in any future financing or refinancing arrangements in the future. Any such adverse development may adversely affect our business operations, future financial performance and the price of our Equity Shares.

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

EXTERNAL RISKS - RISKS RELATING TO THE OFFER AND THE EQUITY SHARES

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

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

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

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

60. *The Equity Shares have never been publicly traded, and, after the Offer, the Equity Shares may experience price and volume fluctuations, and an active trading market for the Equity Shares may not*

develop. Further, the price of the Equity Shares may be volatile, and you may be unable to resell the Equity Shares at or above the Offer Price, or at all.

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

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

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

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

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

63. ***Our Company will not receive any proceeds from the Offer for Sale. The Selling Shareholders are selling Equity Shares in the Offer for Sale and will receive proceeds as part of the Offer for Sale.***

The Offer is an Offer for Sale of Equity Shares by the Selling Shareholders. The proceeds from the Offer for Sale will be paid to the Selling Shareholders, in proportion to their respective portion of the Offered

Shares transferred by each of them in the Offer for Sale, and we will not receive any such proceeds. For further details, see "*Objects of the Offer*" and "*Capital Structure*" beginning on pages 99 and 80, respectively.

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

The Offer Price will be determined by us and TPG Growth III SF Pte. Ltd., in consultation with the Book Running Lead Managers, through the Book Building Process, in accordance with applicable prevailing regulations. This price will be determined on the basis of applicable law and various other factors, as described in the section "*Basis for the Offer Price*" on page 102, and may not be indicative of the market price for the Equity Shares after the Offer. The market price of the Equity Shares could be subject to significant fluctuations after the Offer, and may decline below the Offer Price. We cannot assure you that you will be able to resell your Equity Shares at or above the Offer Price. There can be no assurance that an active trading market for the Equity Shares will be sustained after this Offer.

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

The trading price of our Equity Shares may fluctuate after the Offer due to a variety of factors, including our results of operations and the performance of our business, competitive conditions, general economic, political and social factors, the performance of the Indian and global economy and significant developments in India's fiscal regime, economic liberalization, deregulation policies and procedures or programs applicable to our business, adverse media reports on us, volatility in the Indian and global securities market, performance of our competitors, the Indian footwear industry and the perception in the market about investments in the footwear industry, changes in the estimates of our performance or recommendations by financial analysts and announcements by us or others regarding new projects, strategic partnerships, joint ventures, or capital commitments. In addition, if the stock markets in general experience a loss of investor confidence, the trading price of our Equity Shares could decline for reasons unrelated to our business, financial condition or operating results. The trading price of our Equity Shares might also decline in reaction to events that affect other companies in our industry even if these events do not directly affect us. Each of these factors, among others, could adversely affect the price of our Equity Shares.

66. ***If securities or industry analysts do not publish research, or publish inaccurate or unfavorable research, about our business, the price of our Equity Shares and trading volume could decline.***

The trading market for our Equity Shares will depend in part on the research and reports that securities or industry analysts publish about us or our business, our market and our competitors. We do not have any control over these analysts. If few securities analysts commence coverage of us, or if industry analysts cease coverage of us, the trading price for our Equity Shares would be negatively affected. If one or more of the analysts who cover us downgrade our Equity Shares or publish inaccurate or unfavorable research about our business, our Equity Shares common stock price would likely decline. If one or more of these analysts cease coverage of us or fail to publish reports on us regularly, demand for our Equity Shares could decrease, which might cause our Equity Shares price and trading volume to decline.

67. ***Any future issuance of Equity Shares, convertible securities or other equity-linked instruments, by us, may dilute your shareholding or sales of our Equity Shares by any of our significant shareholders may adversely affect the trading price of our Equity Shares.***

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

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

Under current Indian tax laws, unless specifically exempted, capital gains arising from the sale of equity shares held as investments in an Indian company are generally taxable in India. Any capital gain realized on the sale of listed equity shares on a Stock Exchange held for more than 12 months immediately preceding the date of transfer will be subject to long term capital gains in India at the specified rates depending on certain factors, such as whether the sale is undertaken on or off the Stock Exchanges, the quantum of gains and any available treaty relief. Accordingly, you may be subject to payment of long-term capital gains tax in India, in addition to payment of Securities Transaction Tax ("**STT**"), on the sale of any Equity Shares held for more than 12 months immediately preceding the date of transfer. STT will be levied on and collected by a domestic stock exchange on which the Equity Shares are sold. Further, any capital gains realized on the sale of listed equity shares held for a period of 12 months or less immediately preceding the date of transfer will be subject to short-term capital gains tax in India.

Capital gains arising from the sale of the Equity Shares will not be chargeable to tax in India in cases where relief from such taxation in India is provided under a treaty between India and the country of which the seller is resident and the seller is entitled to avail benefits thereunder. 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. Additionally, the Finance Act, 2020 does not require dividend distribution tax ("**DDT**") to be payable in respect of dividends declared, distributed or paid by a domestic company after March 31, 2020, and accordingly, such dividends would not be exempt in the hands of the shareholders, both resident as well as non-resident. The Company may or may not grant the benefit of a tax treaty (where applicable) to a non-resident shareholder for the purposes of deducting tax at source pursuant to any corporate action including dividends. The Government of India has also recently introduced the union budget for Fiscal 2022, pursuant to which the Finance Act, 2020 may undergo various amendments.

Similarly, any business income realized from the transfer of Equity Shares held as trading assets is taxable at the applicable tax rates subject to any treaty relief, if applicable, to a non-resident seller. Additionally, in terms of the Finance Act, 2018, which has been notified on March 29, 2018 with effect from April 1, 2018, the tax payable by an assessee on the capital gains arising from transfer of long term capital asset (introduced as section 112A of the Income-Tax Act, 1961) shall be calculated on such long-term capital gains at the rate of 10%, where the long-term capital gains exceed ₹100,000, subject to certain exceptions in case of a resident individuals and HUF.

Further, the Finance Act, 2019 has made various amendments in the taxation laws and has also clarified that, in the absence of a specific provision under an agreement, the liability to pay stamp duty in case of sale of securities through stock exchanges will be on the buyer, while in other cases of transfer for consideration through a depository, the onus will be on the transferor. The stamp duty for transfer of securities other than debentures, on a delivery basis is specified at 0.015% and on a non -delivery basis is specified at 0.003% of the consideration amount. These amendments were notified on December 10, 2019 and have come into effect from July 1, 2020. We cannot predict whether any tax laws or other regulations impacting it will be enacted or predict the nature and impact of any such laws or regulations or whether, if at all, any laws or regulations would have an adverse effect our business, financial condition and results of operations.

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

Under the foreign exchange regulations currently in force in India, transfers of our Equity Shares between nonresidents and residents and issuances of shares to non-residents by us are freely permitted (subject to certain exceptions), subject to compliance with FEMA and FEMA Rules including pricing guidelines and reporting requirements specified by the RBI. If such issuances or transfers of shares are not in compliance with such requirements or fall under any of the specified exceptions, then prior approval of the RBI will be required.

In addition, shareholders who seek to convert the Indian Rupee proceeds from a sale of Equity Shares in India into foreign currency and repatriate that foreign currency from India will require a no-objection or tax clearance certificate from the income tax authority. Additionally, the Government of India may impose foreign exchange restrictions in certain emergency situations, including situations where there are sudden fluctuations in interest rates or exchange rates, where the Government of India experiences extreme difficulty in stabilizing the balance of payments, or where there are substantial disturbances in the financial and capital markets in India. These restrictions may require foreign investors to obtain the Government of India's approval before acquiring Indian securities or repatriating the interest or dividends from those securities or the proceeds from the sale of those securities. There can be no assurance that any approval required from the RBI or any other government agency can be obtained on any particular terms, or at all.

70. ***The Equity Shares are subject to transfer restrictions.***

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

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

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

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

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

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

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

A foreign corporation will be treated as a passive foreign investment company ("**PFIC**") for U.S. federal income tax purposes for any taxable year in which either: (i) at least 75% of its gross income is "passive income" or (ii) at least 50% of its gross assets during the taxable year (based on of the quarterly values of the assets during a taxable year) are "passive assets", which generally means that they produce passive income or are held for the production of passive income. We do not believe that we were a PFIC for the taxable year ended March 31, 2020, and do not expect to be a PFIC for our current taxable year and in the foreseeable future. However, no assurance can be given that we will or will not be considered a PFIC in the current or future years. The determination whether or not we are a PFIC is a factual determination that is made annually based on the types of income we earn and the value of our assets. Further, our PFIC status may also depend on the market price of the Equity Shares, which may fluctuate considerably. Assuming we are considered a PFIC, U.S. holders of Equity Shares would be subject to special rules and a variety of potentially adverse tax consequences under the U.S. Internal Revenue Code of 1986, as amended.

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

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

75. ***A third party could be prevented from acquiring control of our Company because of anti-takeover provisions under Indian law.***

There are provisions in Indian law that may delay, deter or prevent a future takeover or change in control of our Company, even if a change in control would result in the purchase of your Equity Shares at a premium to the market price or would otherwise be beneficial to you. Such provisions may discourage or prevent certain types of transactions involving actual or threatened change in control of our Company. Under the SEBI Takeover Regulations, an acquirer has been defined as any person who, directly or indirectly, acquires or agrees to acquire shares or voting rights or control over a company, whether individually or acting in concert with others. Although these provisions have been formulated to ensure that interests of investors/shareholders are protected, these provisions may also discourage a third party from attempting to take control of our Company. Consequently, even if a potential takeover of our Company would result in the purchase of the Equity Shares at a premium to their market price or would otherwise be beneficial to its stakeholders, it is possible that such a takeover would not be attempted or consummated because of the SEBI Takeover Regulations.

SECTION IV – INTRODUCTION

THE OFFER

The following table summarizes details of the Offer:

Offer of Equity Shares by way of Offer for Sale by the Selling Shareholders (1)(2)	Up to 51,000,000 Equity Shares, aggregating up to ₹ [●] million
of which:	
Employee Reservation Portion(3)	Up to [●] Equity Shares, aggregating up to ₹ [●] million
Net Offer	Up to [●] Equity Shares, aggregating up to ₹ [●] million
The Net Offer comprises of:	
A) QIB Portion (4)(5)(6)	Not more than [●] Equity Shares aggregating up to ₹[●] million
of which:	
(i) Anchor Investor Portion	Up to [●] Equity Shares
(ii) Net QIB Portion (assuming Anchor Investor Portion is fully subscribed)	Up to [●] Equity Shares
of which:	
(a) Available for allocation to Mutual Funds only (5% of the Net QIB Portion)	Up to [●] Equity Shares
(b) Balance for all QIBs including Mutual Funds	Up to [●] Equity Shares
B) Non-Institutional Portion (5)(6)	Not less than [●] Equity Shares aggregating up to ₹[●] million
C) Retail Portion (5)(6)	Not less than [●] Equity Shares aggregating up to ₹[●] million
Pre and post Offer Equity Shares	
Equity Shares outstanding as at the date of this Draft Red Herring Prospectus	304,326,004 Equity Shares
Equity Shares outstanding after the Offer	304,326,004 Equity Shares
Use of Proceeds	Our Company will not receive any proceeds from the Offer for Sale.

Notes:

(1) The Offer has been approved by a resolution of our Board dated December 21, 2021. The Offer shall be made in accordance with Rule 19(2)(b) of the SCRR.

(2) Each Selling Shareholder confirms, severally and not jointly, that the Offered Shares have been held by such Selling Shareholder are eligible for being offered for sale in terms of Regulation 8 of the SEBI ICDR Regulations. Each of the Selling Shareholders, severally and not jointly, has authorized the sale of their respective portion of the Offered Shares in the Offer for Sale. For details on the authorisation of the Selling Shareholders in relation to the Offered Shares, see "Other Regulatory and Statutory Disclosures – Authority for the Offer" on page 352.

(3) The Employee Reservation Portion shall not exceed 5% of the post-Offer Equity Share capital of our Company In the event of under-subscription in the Employee Reservation Portion (if any), the unsubscribed portion will be available for allocation and Allotment, proportionately to all Eligible Employees who have Bid in excess of ₹ 200,000 (net of Employee Discount), subject to the maximum value of Allotment made to such Eligible Employee not exceeding ₹ 500,000 (net of Employee Discount). The unsubscribed portion, if any, in the Employee Reservation Portion (after allocation up to ₹ 500,000, net of Employee Discount), shall be added to the Net Offer. The Employee Reservation Portion shall not exceed 5% of our post-Offer paid-up Equity Share capital. Our Company and TPG Growth III SF Pte. Ltd., in consultation with the BRLMs, may offer a discount of up to [●]% on the Offer Price to Eligible Employees bidding in the Employee Reservation Portion, which shall be announced at least two Working Days prior to the Bid / Offer Opening Date. For further details, see "Offer Structure" on page 370.

(4) Our Company and TPG Growth III SF Pte. Ltd. may, in consultation with the Book Running Lead Managers, allocate up to 60% of the QIB Portion to Anchor Investors on a discretionary basis. The QIB Portion will accordingly be reduced for the Equity Shares allocated to Anchor Investors. 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 Anchor Investor Allocation Price. In the event of under-subscription in the Anchor Investor Portion, the remaining Equity Shares shall be added to the Net QIB Portion. Further, 5% of the Net QIB Portion shall be available for allocation on a proportionate basis to Mutual Funds only, and the remainder of the Net QIB 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 Net QIB Portion and allocated proportionately to the QIB Bidders (other than Anchor Investors) in proportion to their Bids. For details, see "Offer Procedure" on page 375.

(5) Under-subscription, if any, in the QIB Portion would not be allowed to be met with spill-over from other categories or a combination of categories. Subject to valid Bids being received at or above the Offer Price, under-subscription, if any, in any category except the QIB Portion, would be allowed to be met with spill over from any other category or combination of categories, as applicable, at the discretion of our Company and TPG Growth III SF Pte. Ltd., in consultation with the Book Running Lead Managers and the Designated Stock Exchange.

(6) Allocation to all categories, except Anchor Investors, if any and Retail Individual Bidders, shall be made on a proportionate basis, subject to valid Bids received at or above the Offer Price. The allocation 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 on a proportionate basis. Allocation to Anchor Investors shall be on a discretionary basis. For details, see "Offer Procedure" on page 375.

For details, including in relation to grounds for rejection of Bids, refer to "*Offer Structure*" and "*Offer Procedure*" on pages 366 and 375, respectively. For details of the terms of the Offer, see "*Terms of the Offer*" on page 370.

SUMMARY FINANCIAL INFORMATION

The following tables set forth the summary financial information derived from our Restated Consolidated Financial Information. The summary financial information presented below may differ in certain significant respects from generally accepted accounting principles in other countries, including IFRS. The summary financial information presented below should be read in conjunction with our Restated Consolidated Financial Information, the notes and annexures thereto and the section "Management's Discussion and Analysis of Financial Position and Results of Operations" on page 307.

Restated Consolidated Balance Sheet Information

(All amounts are in ₹ million, except per share data or as otherwise stated)

Particulars	As at				
	March 31, 2019	**March 31, 2020**	**March 31, 2021**	**September 30, 2020**	**September 30, 2021**
Assets					
Non-current assets					
Property, plant and equipment	694.00	1,261.94	2,062.18	1,179.92	1,976.32
Capital work-in-progress	245.70	352.05	2.50	637.16	7.72
Intangible assets	12.49	14.32	8.78	10.68	6.04
Right-of-use assets	298.40	416.10	490.88	382.47	667.31
Financial assets					
Other financial assets	40.48	38.75	43.08	39.71	46.66
Deferred tax assets (net)	633.58	598.63	373.33	608.55	407.47
Income tax assets (net)	-	22.79	27.62	240.59	122.55
Other non-current assets	3.80	171.67	7.59	100.13	6.06
Total non-current assets	**1, 928.45**	**2,876.25**	**3,015.96**	**3,199.21**	**3,240.13**
Current assets					
Inventories	1,181.55	1,699.11	2,024.96	1,979.39	2,983.36
Financial assets					
(i) Trade receivables	1,620.10	1,443.16	981.98	1,168.66	1,235.14
(ii) Cash and cash equivalents	17.59	152.88	12.05	47.13	8.99
(iii) Bank balances other than those included in cash and cash equivalents	-	450.00	-	153.84	-
(iv) Loans	13.93	14.25	4.89	11.19	10.31
(v) Other financial assets	3.14	6.95	4.28	3.78	39.85
Other current assets	290.77	549.63	803.41	616.70	854.35
Total current assets	**3,127.08**	**4,315.98**	**3,831.57**	**3,980.69**	**5,132.00**
Total assets	**5,055.53**	**7,192.23**	**6,847.53**	**7,179.90**	**8,372.13**
Equity and Liabilities					
Equity					
Equity share capital	0.97	1,518.71	1,518.71	1,518.71	1,518.71
Other equity	2,016.75	1,328.74	1,607.64	1,115.37	1,922.57
Equity attributable to the owners of the Company	**2,017.72**	**2,847.45**	**3,126.35**	**2,634.08**	**3,441.28**
Non-controlling interests	(26.28)	1.19	3.61	3.65	-
Total equity	**1,991.44**	**2,848.64**	**3,129.96**	**2,637.73**	**3,441.28**
Liabilities					
Non-current liabilities					
Financial liabilities					
(i) Borrowings	231.66	643.48	664.37	770.99	558.04
(ii) Lease liabilities	217.58	277.43	351.93	247.44	502.25
Provisions	30.20	63.69	57.29	57.36	46.02
Other non-current liabilities	2.87				
Total non-current liabilities	**482.31**	**984.60**	**1,073.59**	**1,075.79**	**1,106.31**
Current liabilities					
Financial liabilities					

Particulars	As at				
	March 31, 2019	March 31, 2020	March 31, 2021	September 30, 2020	September 30, 2021
(i) Borrowings	1,515.92	1,789.15	691.61	1,720.64	1,357.65
(ii) Lease liabilities	21.26	45.58	64.51	51.39	103.42
(iii) Trade payables					
(a) Total outstanding dues of micro enterprises and small enterprises	15.60	40.30	86.68	55.69	131.86
(b) Total outstanding dues of creditors other than micro enterprises and small enterprises	790.21	1,188.13	1,621.95	1,432.52	1,931.45
(iv) Other financial liabilities	88.74	96.15	88.52	92.76	109.09
Other current liabilities	38.28	108.80	49.08	43.53	39.84
Provisions	2.23	16.73	4.73	4.54	6.29
Income tax liabilities (net)	109.54	74.15	36.90	65.31	144.94
Total current liabilities	**2,581.78**	**3,358.99**	**2,643.98**	**3,466.38**	**3,824.54**
Total liabilities	**3,064.09**	**4,343.59**	**3,717.57**	**4,542.17**	**4,930.85**
Total equity and liabilities	**5,055.53**	**7,192.23**	**6,847.53**	**7,179.90**	**8,372.13**

Restated Consolidated Statement of Profit and Loss Information

(All amounts are in ₹ million, except per share data or as otherwise stated)

Particulars	For the year ended March 31, 2019	For the year ended March 31, 2020	For the year ended March 31, 2021	For the period ended September 30, 2020	For the period ended September 30, 2021
Income					
Revenue from operations	5,948.73	7,320.43	7,112.84	1,362.01	4,082.96
Other income	18.24	20.72	37.96	27.24	16.11
Total income (I)	**5,966.97**	**7,341.15**	**7,150.80**	**1,389.25**	**4,099.07**
Expenses					
Cost of materials consumed	3,241.99	4,138.34	4,005.97	1,204.11	2,617.45
Purchases of stock-in-trade	103.02	4.83	37.82	1.86	90.39
Changes in inventories of finished goods, stock-in-trade and work-in-progress	(133.03)	(341.89)	(299.74)	(395.86)	(753.25)
Employee benefits expense	431.37	570.37	551.83	258.56	315.27
Finance costs	211.67	165.06	171.59	84.15	88.37
Depreciation and amortisation expense	143.66	230.66	327.07	127.23	239.68
Other expenses	1,305.00	1,586.24	1,656.81	522.25	1,110.23
Total expenses (II)	**5,303.68**	**6,353.61**	**6,451.35**	**1,802.30**	**3,708.14**
Profit/ (loss) before tax	**663.29**	**987.54**	**699.45**	**(413.05)**	**390.93**
Tax expense					
Current tax (charge)/ credit	(183.45)	(328.62)	(210.13)	182.72	(135.67)
Deferred tax credit/ (charge)	(93.84)	(35.23)	(220.69)	12.53	45.60
Total tax expenses (III)	**(277.29)**	**(363.85)**	**(430.82)**	**195.25**	**(90.07)**
Profit/ (loss) after tax (A)	**386.00**	**623.69**	**268.63**	**(217.80)**	**300.86**
Other comprehensive income					
Items that will not be reclassified subsequently to profit or loss					
Remeasurement of defined benefit plans	0.66	(15.35)	14.61	7.90	4.26
Income tax relating to remeasurement of defined benefit plans	(0.21)	3.93	(4.61)	(2.61)	(1.46)
Other comprehensive income for the	**0.45**	**(11.42)**	**10.00**	**5.29**	**2.80**

Particulars	For the year ended March 31, 2019	For the year ended March 31, 2020	For the year ended March 31, 2021	For the period ended September 30, 2020	For the period ended September 30, 2021
period/ year, net of tax (B)					
Total comprehensive income for the period/ year (A + B)	**386.45**	**612.27**	**278.63**	**(212.51)**	**303.66**
Profit after tax attributable to:					
Owners of the Company	384.14	615.99	268.74	(219.93)	308.65
Non-controlling interests	1.86	7.70	(0.11)	2.13	(7.79)
Other comprehensive income attributable to:					
Owners of the Company	0.45	(6.95)	7.47	4.96	2.38
Non-controlling interests	-	(4.47)	2.53	0.33	0.42
Total comprehensive income attributable to:					
Owners of the Company	384.59	609.04	276.21	(214.97)	311.03
Non-controlling interests	1.86	3.23	2.42	2.46	(7.37)
Earnings per equity share					
Basic (₹)	1.28	2.05	0.88	(0.72)	1.02
Diluted (₹)	1.28	2.05	0.88	(0.72)	1.02

Restated Consolidated Statement of Cash Flows Information

(All amounts are in ₹ million, except per share data or as otherwise stated)

Particulars	For the year ended March 31, 2019	For the year ended March 31, 2020	For the year ended March 31, 2021	For the period ended September 30, 2020	For the period ended September 30, 2021
Cash flows from operating activities					
Profit/ (loss) before tax	663.33	987.53	699.44	(413.05)	390.93
Adjustments:					
Depreciation and amortisation expense	143.66	230.66	327.07	127.23	239.68
Finance costs	211.66	165.07	171.59	84.15	88.37
Finance income	(0.89)	(1.07)	(10.63)	(10.13)	(0.38)
Trade receivables written off	36.45	0.30	1.10	0.62	0.38
Allowance for expected credit loss	11.47	73.64	62.84	15.74	54.55
Advances written off	17.84	-	2.21	2.18	0.07
Property, plant and equipment written off	14.46	-	-	-	-
Liabilities/ provisions no longer required written back	(6.56)	(0.40)	0.13	-	-
Loss/ (Gain) on sale of property, plant and equipment (net)	(1.36)	(2.72)	(1.31)	-	7.77
Advance from customers written back	(1.32)	(0.74)	(0.45)	(3.83)	(0.82)
Advances to creditors written off	-	-	(8.60)	-	(3.79)
Provision for gratuity	13.04	29.44	25.49	20.32	14.61
Amortisation income on prepayments (liabilities)	(20.28)	-	-	-	-
Amortisation of security deposits debited to cost of material consumed	0.40	1.59	-	-	-
Unrealised foreign currency loss	0.32	-	-	-	-
Share based payment expenses	29.67	33.30	2.69	1.60	3.90
Provision for inventory	7.18	22.76	14.01	9.74	7.30
Provision for compensated absences	-	3.29	-	-	-

Particulars	For the year ended March 31, 2019	For the year ended March 31, 2020	For the year ended March 31, 2021	For the period ended September 30, 2020	For the period ended September 30, 2021
Partner's capital waived off	-	27.44	-	-	-
Operating profit before changes in assets and liabilities	**1,119.07**	**1,570.09**	**1,285.58**	**(165.43)**	**802.57**
Adjustments for changes in assets and liabilities					
(Increase) in inventories	(251.79)	(540.32)	(339.86)	(290.18)	(965.70)
(Increase)/ decrease in trade receivables	233.43	102.99	373.10	261.97	(312.01)
(Increase) in other current assets	(164.60)	(260.26)	(253.77)	(71.43)	(74.18)
(Increase)/ decrease in loans	45.98	(41.64)	3.33	3.06	(5.42)
(Increase)/ decrease in other financial assets	(18.94)	38.28	2.01	2.18	(41.68)
Decrease/ (Increase) in other non current assets	(3.67)	-	(6.05)	(6.72)	3.32
Increase/ (decrease) in trade payables	(281.62)	422.56	513.38	259.78	393.65
(Decrease) in provisions	(0.80)	(0.08)	(29.42)	(30.94)	(7.34)
Increase/ (decrease) in other current financial liabilities	(42.56)	31.12	8.91	9.24	7.25
(Decrease)/Increase in other current liabilities	(5.04)	68.79	(61.93)	(65.27)	(3.79)
(Decrease) in other non current liabilities	7.03	-	-	-	-
Cash (used in)/generated from operating activities	**636.49**	**1,391.53**	**1,495.28**	**(93.74)**	**(203.33)**
Less: Income tax paid (net of refunds)	(92.36)	(396.72)	(252.22)	(41.48)	(116.27)
Net cash (used in)/ generated from operating activities (A)	**544.13**	**994.81**	**1,243.06**	**(135.22)**	**(319.60)**
Cash flows from investing activities					
Purchase of property, plant and equipment including capital- work-in-progress, intangible assets, capital advances and capital creditors	(299.77)	(1,098.36)	(555.57)	(231.67)	(132.37)
Proceeds from sale of property, plant and equipment	11.37	3.03	5.68	0.74	9.47
Repayments/(Investments) in bank deposits (having original maturity of more than three months)	-	(450.97)	449.35	295.88	(0.37)
Finance income	0.89	1.07	10.63	10.13	0.38
Net cash (used in)/ generated from investing activities (B)	**(287.51)**	**(1,545.23)**	**(89.91)**	**75.08**	**(122.89)**
Cash flows from financing activities					
Proceeds from non-current borrowings (including current maturities)	187.02	618.41	256.34	255.70	-
Repayment of non-current borrowings (including current maturities)	(56.35)	(102.95)	(150.94)	(60.36)	(149.78)
Repayment from current borrowings	(9,564.90)	(12,068.78)	(15,928.96)	(4,859.60)	(5,733.28)
Proceeds of current borrowings	9,395.53	12,238.37	14,746.91	4,723.26	6,442.77
Proceeds from share allotment under employee stock options	-	195.28	-	-	-
Share issue expenses	-	(15.86)	-	-	-
Principal payment of lease liabilities	(15.15)	(30.90)	(46.55)	(21.62)	(37.73)
Interest paid on lease liabilities	(17.69)	(26.59)	(30.38)	(14.22)	(21.18)
Interest paid other than on lease liabilities	(183.60)	(121.27)	(140.40)	(68.77)	(62.19)
Net cash generated from/ (used in) financing activities (C)	**(255.14)**	**685.71**	**(1,293.98)**	**(45.61)**	**438.61**
Net (decrease)/ increase in cash and	**1.48**	**135.29**	**(140.83)**	**(105.75)**	**(3.88)**

Particulars	For the year ended March 31, 2019	For the year ended March 31, 2020	For the year ended March 31, 2021	For the period ended September 30, 2020	For the period ended September 30, 2021
cash equivalents (A+B+C)					
Cash and cash equivalents at the beginning of the period/ year	**16.11**	**17.59**	**152.88**	**152.88**	**12.05**
Adjustment of cash and cash equivalents of entity over which control was lost	-	-	-	-	0.82
Cash and cash equivalents at the end of the period/ year	**17.59**	**152.88**	**12.05**	**47.13**	**8.99**

Notes to statement of cash flows:

(i) Components of cash and cash equivalents

(All amounts are in ₹ million, except per share data or as otherwise stated)

Particulars	As at March 31, 2019	As at March 31, 2020	As at March 31, 2021	As at September 30, 2020	As at September 30, 2021
Cash on hand	1.17	0.80	0.94	0.79	0.69
Balance with banks:					
- In current account	15.74	152.08	11.11	46.34	8.30
- In term deposits (with original maturity of 3 months or less)	0.68	-	-	-	-
	17.59	**152.88**	**12.05**	**47.13**	**8.99**

(ii) Changes in liabilities arising from financing activities

(All amounts are in ₹ million, except per share data or as otherwise stated)

Particulars	For the year ended March 31, 2019	For the year ended March 31, 2020	For the year ended March 31, 2021	For the period ended September 30, 2020	For the period ended September 30, 2021
Opening balance					
Term loans (including current maturities)	170.09	300.52	815.98	815.98	921.38
Current borrowings	1,616.43	1,447.06	1,616.65	1,616.65	434.60
Cash flows					
Repayment of term loans	(56.35)	(102.95)	(150.94)	(60.36)	(149.78)
Proceeds from term loans	187.02	618.41	256.34	255.70	-
Repayment of current borrowings	(9,564.90)	(12,068.78)	(15,928.96)	(4,859.60)	(5,733.28)
Proceeds from current borrowings	9,395.53	12,238.37	14,746.91	4,723.26	6,442.77
Net cash flow changes	**(38.70)**	**685.05**	**(1,076.65)**	**59.00**	**559.71**
Closing balance					
Term loans (including current maturities)	300.52	815.98	921.38	1,011.32	771.60
Current borrowings	1,447.06	1,616.65	434.60	1,480.31	1,144.09
The following is the movement in lease liabilities					
Opening balance	**156.65**	**248.15**	**323.01**	**323.01**	**416.44**
Additions	100.62	136.50	158.30	15.76	235.02
Interest accrued on lease liabilities	17.69	26.59	30.38	14.22	21.18
Principal payment of lease liabilities	(15.15)	(30.90)	(46.55)	(21.62)	(37.73)
Interest paid on lease liabilities	(17.69)	(26.59)	(30.38)	(14.22)	(21.18)
Deletions	(3.28)	(30.74)	(18.32)	(18.32)	(8.06)

Particulars	For the year ended March 31, 2019	For the year ended March 31, 2020	For the year ended March 31, 2021	For the period ended September 30, 2020	For the period ended September 30, 2021
Closing balance	**238.84**	**323.01**	**416.44**	**298.83**	**605.67**

GENERAL INFORMATION

Our Company was incorporated as 'Action Renewable Energy Private Limited' pursuant to a certificate of incorporation dated September 24, 2008, issued by the RoC. Thereafter, pursuant to a resolution passed by our Shareholders in the extraordinary general meeting held on November 27, 2015, the name of our Company was changed to 'Campus Activewear Private Limited', and consequently, a fresh certificate of incorporation dated December 2, 2015, was issued by the RoC to our Company. Our Company was converted from a private limited company to a public limited company, pursuant to a resolution passed by our Shareholders in the extraordinary general meeting held on November 9, 2021, and consequently the name of our Company was changed to 'Campus Activewear Limited', and a fresh certificate of incorporation dated November 22, 2021, was issued to our Company by the RoC. For further details on the changes in the name and Registered and Corporate Office of our Company, see "*History and Certain Corporate Matters*" on page 197.

Registered and Corporate Office

The address and certain other details of our Registered and Corporate Office is as follows:

Campus Activewear Limited
D-1, Udyog Nagar
Main Rohtak Road
New Delhi – 110041, Delhi, India
Telephone: +91 11 4327 2500
Website: www.campusactivewear.com

Company Registration Number and Corporate Identity Number

The registration number and corporate identity number of our Company are set forth below:

Particulars	Number
Company Registration Number	183629
Corporate Identity Number	U74120DL2008PLC183629

The Registrar of Companies

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

Registrar of Companies, Delhi & Haryana
4th Floor, IFCI Tower
61, Nehru Place
New Delhi – 110019, India

Board of Directors

The following table sets out the brief details of our Board as on the date of this Draft Red Herring Prospectus:

Name and Designation	DIN	Address
Hari Krishan Agarwal *Chairman and Managing Director*	00172467	House No-42, Road No-42, West Punjabi Bagh, Punjabi Bagh, West Delhi, Delhi – 110026
Nikhil Aggarwal *Whole-Time Director and CEO*	01877186	House No-42, Road No-42, Punjabi Bagh, West Delhi, Delhi 110026
Anil Rai Gupta *Non-Independent Non-Executive Director*	00011892	QRG Niwas, 1 Raj Narain Marg, Civil Lines, North Delhi, Delhi – 110054
Ankur Nand Thadani *Non-Independent Non-Executive Director*	03566737	1101 Floor 11 Monte Carlo, Opp P and T Colony Madan Mohan Malviya Road, Mulund West, Mumbai, Mumbai Suburban, Maharashtra – 400080
Anil Kumar Chanana *Independent Director*	00466197	Pent House-1, Tower-J, Central Park-1, Sector-42, Galleria DLF-IV, Gurgaon, Haryana – 122009
Madhumita Ganguli *Independent Director*	00676830	R-302, Greater Kailash Part-1, Greater Kailash, South Delhi, Delhi – 110048
Nitin Savara *Independent Director*	09398370	E 116, Saket, Delhi, 110017
Jai Kumar Garg	07434619	A22 Flat no. D-3, near Kailash Colony metro station,

Name and Designation	DIN	Address
Independent Director		Kailash Colony, Greater Kailash, South Delhi, Delhi, 110048

For further details of our Board of Directors, see "*Our Management – Board of Directors*" on page 206.

Company Secretary and Compliance Officer

Archana Maini is the Company Secretary and Compliance Officer of our Company. Her contact details are as follows:

Archana Maini
D-1, Udyog Nagar
Main Rohtak Road
New Delhi – 110041, Delhi, India
Telephone: +91 11 4327 2500
Email: compliance@campusshoes.com

Registrar to the Offer

Link Intime India Private Limited
C 101, 247 Park
L.B.S. Marg
Vikhroli (West), Mumbai 400 083
Maharashtra, India
Telephone: +91 22 4918 6200
E-mail: campus.ipo@linkintime.co.in
Website: www.linkintime.co.in
Investor grievance e-mail: campus.ipo@linkintime.co.in
Contact person: Shanti Gopalkrishnan
SEBI registration number: INR000004058

Book Running Lead Managers

JM Financial Limited
7th Floor, Cnergy
Appasaheb Marathe Marg
Prabhadevi, Mumbai 400 025
Maharashtra, India
Telephone: + 91 22 6630 3030
Email: cal.ipo@jmfl.com
Investor grievance email:
grievance.ibd@jmfl.com
Website: www.jmfl.com
Contact person: Prachee Dhuri
SEBI Registration No: INM000010361

BofA Securities India Limited
Ground Floor, "A" Wing
One BKC, "G" Block
Bandra Kurla Complex
Bandra (East), Mumbai 400 051
Maharashtra, India
Telephone: +91 22 6632 8000
Email: dg.Campus_ipo@bofa.com
Investor grievance email:
dg.india_merchantbanking@bofa.com
Website: www.ml-india.com
Contact person: Vivek Arora
SEBI Registration No: INM000011625

CLSA India Private Limited
8/F Dalamal House, Nariman Point
Mumbai 400 021
Maharashtra, India
Telephone: +91 22 6650 5050
Email: campus.ipo@clsa.com
Investor grievance email:
investor.helpdesk@clsa.com
Website: www.india.clsa.com
Contact person: Prachi Chandgothia
SEBI Registration No: INM000010619

Kotak Mahindra Capital Company Limited
1st Floor, 27 BKC, Plot No. C-27
G Block, Bandra Kurla Complex
Bandra (East), Mumbai 400 051
Maharashtra, India
Telephone: +91 22 4336 0000
Email: Campus.ipo@Kotak.com
Investor grievance email:
kmccredressal@kotak.com
Website: https://investmentbank.kotak.com
Contact person: Ganesh Rane
SEBI Registration No: INM000008704

Investor Grievances

Investors can contact the Company Secretary and Compliance Officer, the BRLMs or the Registrar to the Offer in case of any pre-Offer or post-Offer related problems, such as non-receipt of letters of Allotment, non-credit of Allotted Equity Shares in the respective beneficiary account, non-receipt of refund orders or non-receipt of funds by electronic mode.

All Offer related grievances, other than that of Anchor Investors, may be addressed to the Registrar to the Offer with a copy to the relevant Designated Intermediary to whom the Bid cum Application Form was submitted. The Bidder should give full details such as name of the sole or first Bidder, Bid cum Application Form number, Bidder's DP ID, Client ID, UPI ID, PAN, date of submission of the Bid cum Application Form, address of the Bidder, number of Equity Shares applied for, the name and address of the Designated Intermediary where the Bid cum Application Form was submitted by the Bidder and ASBA Account number (for Bidders other than RIBs using the UPI Mechanism) in which the amount equivalent to the Bid Amount was blocked or the UPI ID in case of RIBs using the UPI Mechanism.

Further, the Bidder shall also enclose a copy of the Acknowledgment Slip or provide the acknowledgement number received from the Designated Intermediaries in addition to the information mentioned hereinabove. All grievances relating to Bids submitted through Registered Brokers may be addressed to the Stock Exchanges with a copy to the Registrar to the Offer. The Registrar to the Offer shall obtain the required information from the SCSBs for addressing any clarifications or grievances of ASBA Bidders

Syndicate Members

[●]

Inter-se allocation of responsibilities of the Book Running Lead Managers

The following table sets forth the inter-se allocation of responsibilities for various activities among the Book Running Lead Managers:

S. No.	Activity	Responsibility	Co-ordinator
1.	Capital structuring, positioning strategy and due diligence of the Company, including its operations, management, business plans, legal, etc. Drafting and design of the Draft Red Herring Prospectus and of statutory advertisements including a memorandum containing salient features of the Prospectus. The Managers shall ensure compliance with stipulated requirements and completion of prescribed formalities with the Stock Exchanges, RoC and SEBI including finalisation of Prospectus and RoC filing. Industry section, Company section and positioning strategy.	BRLMs	JM
2.	Drafting and approval of all statutory advertisement.	BRLMs	JM
3.	Drafting and approval of all publicity material other than statutory advertisement as mentioned above including corporate advertising, brochure, etc. and filing of media compliance report.	BRLMs	Kotak
4.	Appointment of intermediaries - Registrar to the Offer, Advertising Agency, Printers, Banker(s) to the Offer, Monitoring Agency and other intermediaries, including coordination of all agreements to be entered into with such intermediaries.	BRLMs	Kotak
5.	Preparation of road show presentation.	BRLMs	BofA
6.	Preparation of frequently asked questions	BRLMs	CLSA
7.	International institutional marketing of the Offer, which will	BRLMs	BofA

S. No.	Activity	Responsibility	Co-ordinator
	cover, *inter alia*: • Finalizing the list and division of international investors for one-to-one meetings • Finalizing international road show and investor meeting schedules		
8.	Domestic institutional marketing of the Offer, which will cover, *inter alia*: • Institutional marketing strategy • Finalizing the list and division of domestic investors for one-to-one meetings • Finalizing domestic road show and investor meeting schedules	BRLMs	Kotak
9.	Retail marketing of the Offer, which will cover, *inter alia*: • Formulating marketing strategies, preparation of publicity budget • Finalising media, marketing and public relations strategy; • Arranging for selection of underwriters and underwriting agreement; • Finalising collection centers; • Finalising centres for holding conferences for brokers, etc.; and • Follow-up on distribution of publicity and Offer material including form, RHP/Prospectus and deciding on the quantum of the Offer material	BRLMs	JM
10.	Non-Institutional marketing of the Offer, which will cover, *inter alia*: • Finalising media, marketing and public relations strategy; and • Finalising centres for holding conferences for brokers, etc	BRLMs	JM
11.	Managing anchor book related activities and submission of letters to regulators post completion of anchor allocation, book building software, bidding terminals and mock trading, payment of 1% security deposit to the Designated Stock Exchange.	BRLMs	Kotak
12	Managing the book and finalization of pricing in consultation with the Company.	BRLMs	BofA
13	Post bidding activities including management of escrow accounts, coordinate non-institutional allocation, coordination with Registrar, SCSBs and Banks, intimation of allocation and dispatch of refund to Bidders, etc. Post-Offer activities, which shall involve essential follow-up steps including allocation to Anchor Investors, follow-up with Bankers to the Offer and SCSBs to get quick estimates of collection and advising the Issuer about the closure of the Offer, based on correct figures, finalisation of the basis of allotment or weeding out of multiple applications, listing of instruments, dispatch of certificates or demat credit and refunds of application monies and coordination with various agencies connected with the post-Offer activity such as Registrar to the Offer, Bankers to the Offer, SCSBs including responsibility for underwriting arrangements, as applicable. Payment of the applicable securities transactions tax on sale of unlisted equity shares by the Selling Shareholders under the Offer for Sale to the Government and filing of the securities transactions tax return by the prescribed due date as per Chapter VII of Finance (No. 2) Act, 2004.	BRLMs	Kotak

S. No.	Activity	Responsibility	Co-ordinator
	Co-ordination with SEBI and Stock Exchanges for refund of 1% security deposit and submission of all post Offer reports including the initial and final post Offer report to SEBI.		

Legal Counsel to our Company and the Promoter Selling Shareholders as to Indian law

Khaitan & Co
Max Towers
7th & 8th Floors
Sector 16B Noida
Gautam Budh Nagar 201 301
Uttar Pradesh, India
Telephone: +91 120 479 1000

Legal Counsel to the BRLMs as to Indian law

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

International Legal Counsel to the BRLMs

White & Case Pte. Ltd.
8 Marina View #27-01
Asia Square Tower 1
Singapore 018960
Telephone: +65 6225 6000

Legal Counsel to TPG Growth III SF Pte. Ltd. as to Indian law

Cyril Amarchand Mangaldas
3rd Floor, Prestige Falcon Towers
19, Brunton Road
Bengaluru 560 025
Karnataka, India
Telephone: +91 80 6792 2000

Legal Counsel to QRG Enterprises Limited, Rajiv Goel and Rajesh Kumar Gupta as to Indian law

AZB & Partners
AZB House
Plot No. A8, Sector 4
Noida 201301,
National Capital Region, India
Telephone: +91 120 417 9999

Statutory Auditors

B S R & Associates LLP
Building No. 10, 12th Floor, Tower-C
DLF Cyber City, Phase II
Gurugram – 122002, Haryana, India
Email: abakshi@bsraffiliates.com
Telephone: +91 (124) 719 1000
Firm registration number: 116231W/W-100024

Peer review certificate number: 011719

There has been no change in the statutory auditors of our Company, in the three years preceding the date of this Draft Red Herring Prospectus.

Bankers to our Company

Axis Bank Limited, CBB New Delhi
Plot no 25, PUSA Road, Near Karol Bagh Metro Station, New Delhi – 110005
Telephone: 011-47396600
Email: SRM.CBB@axisbank.com
Website: www.axisbank.com
Contact person: Ms Geetu Kalra

HDFC Bank Limited
HDFC Bank House, 2nd Floor, Block A, Vatika Atrium, Golf Course Road, Sector 53, Gurgaon
Telephone: 0124-4664399
Email: vribha.garg@hdfcbank.com
Website: www.hdfcbank.com
Contact person: Ms. Vribha Garg

Banker(s) to the Offer

Escrow Collection Bank(s)

[●]

Public Offer Account Bank(s)

[●]

Refund Bank(s)

[●]

Sponsor Bank

[●]

Designated Intermediaries

Self-Certified Syndicate Banks

The list of SCSBs notified by SEBI for the ASBA process is available on the SEBI website at https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognised=yes, or at such other website as may be prescribed by SEBI from time to time.

A list of the Designated SCSB Branches with which an ASBA Bidder (other than an RIB using the UPI Mechanism), not Bidding through Syndicate/sub syndicate or through a Registered Broker, RTA or CDP may submit the ASBA Forms, is available at https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=34, and at such other websites as may be prescribed by SEBI from time to time.

SCSBs and mobile applications enabled for UPI Mechanism

In accordance with SEBI Circular No. SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28, 2019 and SEBI Circular No. SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019, Retail Individual Bidders using the UPI Mechanism may only apply through the SCSBs and mobile applications using the UPI handles specified on the website of the SEBI. The list of SCSBs through which Bids can be submitted by RIBs using the UPI Mechanism, including details such as the eligible mobile applications and UPI handle which can be used for such Bids, is available on the website of the SEBI at https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=40 and https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=43 which may be updated from time to time or at such other website as may be prescribed by SEBI from time to time.

Syndicate SCSB Branches

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

Registered Brokers

The list of the Registered Brokers eligible to accept ASBA Forms from Bidders (other than RIBs), including details such as postal address, telephone number and e-mail address, is provided on the websites of the BSE and the NSE at http://www.bseindia.com/Markets/PublicIssues/brokercentres_new.aspx? and https://www.nseindia.com/products/content/equities/ipos/ipo_mem_terminal.htm, respectively, as updated from time to time.

Registrar and Share Transfer Agents

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

Collecting Depository Participants

The list of the CDPs eligible to accept ASBA Forms from Bidders (other than RIBs) at the Designated CDP Locations, including details such as name and contact details, is provided on the websites of BSE at http://www.bseindia.com/Static/Markets/PublicIssues/RtaDp.aspx? and on the website of NSE at http://www.nseindia.com/products/content/equities/ipos/asba_procedures.htm, as updated from time to time.

Credit Rating

As this is an Offer consisting only of Equity Shares, there is no requirement to obtain credit rating for the Offer.

Debenture Trustee

As this is an Offer consisting only of Equity Shares, the appointment of a debenture trustee is not required.

Appraising Entity

As this Offer is only an Offer for Sale, our Company will not receive any proceeds from the Offer. Accordingly, no appraising entity has been appointed for the Offer.

Monitoring Agency

This Offer being only an Offer for Sale, our Company will not receive any proceeds from the Offer, and accordingly our Company is not required to appoint a monitoring agency.

Grading of the Offer

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

Green Shoe Option

No green shoe option is contemplated under the Offer.

Experts

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

Our Company has received written consent dated December 24, 2021 from our Statutory Auditors, B S R & Associates LLP, to include their name as required under Section 26(5) of the Companies Act, 2013 read with SEBI ICDR Regulations, in this Draft Red Herring Prospectus as an "expert" as defined under Section 2(38) of the Companies Act, 2013 to the extent and in their capacity as independent statutory auditors and in respect of their (i) examination report dated December 10, 2021, relating to the Restated Consolidated Financial Information, and (ii) report on the statement of possible special tax benefits dated December 24, 2021, in this Draft Red Herring Prospectus.

Our Company has also received written consent dated December 20, 2021, from Rajeev Kumar Gupta, Chartered Engineer, to include their name as required under Section 26(5) of the Companies Act, 2013 read with the SEBI ICDR Regulations, in this Draft Red Herring Prospectus as an "expert" as defined under Section 2(38) of the Companies Act, 2013.

The term "experts" and consent thereof does not represent an expert or consent within the meaning under the U.S. Securities Act.

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 Shareholders will enter into an Underwriting Agreement with the Underwriters for the Equity Shares proposed to be offered through the Offer. The extent of underwriting obligations and the Bids to be underwritten in the Offer shall be as per the Underwriting Agreement. Pursuant to the terms of the Underwriting Agreement, the obligations of the Underwriters will be several and will be subject to certain conditions to closing, as specified therein.

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

(The Underwriting Agreement has not been executed as on the date of this Draft Red Herring Prospectus and will be executed after determination of the Offer Price and allocation of Equity Shares, but prior to the filing of the Prospectus with the RoC. This portion has been intentionally left blank and will be filled in before filing of the Prospectus with the RoC.)

Name, address, telephone and email of the Underwriters	Indicative number of Equity Shares to be underwritten	Amount underwritten (in ₹ million)
[●]	[●]	[●]
[●]	[●]	[●]

The abovementioned underwriting commitment is indicative and will be finalized after determination of the Offer Price and Basis of Allotment and will be subject to the provisions of the SEBI ICDR Regulations.

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

Allocation among the Underwriters may not necessarily be in proportion to their underwriting commitments. Notwithstanding the above table, the Underwriters shall be severally responsible for ensuring payment with respect to Equity Shares allocated to investors procured by them.

Subject to the applicable laws and pursuant to the terms of the Underwriting Agreement, the BRLMs will be responsible for bringing in the amount devolved in the event that the Syndicate Members do not fulfil their underwriting obligations.

Filing

A copy of this Draft Red Herring Prospectus has been filed through the SEBI Intermediary Portal at https://sipotal.sebi.gov.in, in accordance with SEBI circular bearing reference SEBI/HO/CFD/DIL1/CIR/P/2018/011 dated January 19, 2018, and has been emailed to SEBI at cfddil@sebi.gov.in, in accordance with the instructions issued by the SEBI on March 27, 2020, in relation to "*Easing of Operational Procedure – Division of Issues and Listing – CFD*".

A copy of the Red Herring Prospectus, along with the material contracts and documents required to be filed, will be filed with the RoC in accordance with Section 32 of the Companies Act, 2013, and a copy of the Prospectus required to be filed under Section 26 of the Companies Act, 2013, will be filed with the RoC at its office at 4th Floor, IFCI Tower, 61, Nehru Place, New Delhi – 110019, India**,** and through the electronic portal at http://www.mca.gov.in/mcafoportal/loginvalidateuser.do.

Book Building Process

Book building, in the context of the Offer, refers to the process of collection of Bids from investors on the basis of the Red Herring Prospectus and the Bid cum Application Forms within the Price Band. The Price Band will be decided by our Company and TPG Growth III SF Pte. Ltd., in consultation with the Book Running Lead Managers, and will be advertised in [●] editions of [●], a widely circulated English national daily newspaper, and [●] editions of [●], a widely circulated Hindi national daily newspaper, Hindi also being the regional language of New Delhi, where our Registered and Corporate Office is located, at least two Working Days prior to the Bid / Offer Opening Date, and shall be made available to the Stock Exchanges for the purposes of uploading on their respective websites. The Offer Price shall be determined by our Company and TPG Growth III SF Pte. Ltd., in consultation with the Book Running Lead Managers, after the Bid / Offer Closing Date. For details, see "*Offer Procedure*" on page 375.

All investors, other than Anchor Investors, shall only participate through the ASBA process by providing the details of their respective ASBA Account in which the corresponding Bid Amount will be blocked by the SCSBs. Retail Individual Bidders shall participate through the ASBA process, either by (i) providing the details of their respective ASBA Account in which the corresponding Bid Amount will be blocked by the SCSBs; or (ii) using the UPI Mechanism. Anchor Investors are not permitted to participate in the Offer through the ASBA process.

In accordance with the SEBI ICDR Regulations, QIBs and Non-Institutional Bidders are not permitted to withdraw or lower the size of their Bids (in terms of the quantity of the Equity Shares or the Bid Amount) at any stage. Retail Individual Bidders and Eligible Employees Bidding in the Employee Reservation Portion can revise their Bids during the Bid / Offer Period and withdraw their Bids until the Bid / Offer Closing Date. Further, Anchor Investors cannot withdraw their Bids after the Anchor Investor Bidding Date. Allocation to QIBs (other than Anchor Investors) and Non-Institutional Buyers will be on a proportionate basis while allocation to Anchor Investors will be on a discretionary basis. For an illustration of the Book Building Process and further details, see "*Terms of the Offer*" and "*Offer Procedure*" beginning on pages 366 and 375, respectively.

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

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

For further details on the method and procedure for Bidding, see "*Offer Procedure*" beginning on page 375.

CAPITAL STRUCTURE

The Equity Share capital of our Company as on the date of this Draft Red Herring Prospectus is set forth below:

(In ₹ except share data)

	Particulars	Aggregate value at face value	Aggregate value at Offer Price*
A	**AUTHORIZED SHARE CAPITAL**		
	907,000,000 Equity Shares of face value of ₹ 5 each	4,535,000,000	-
B	**ISSUED, SUBSCRIBED AND PAID-UP CAPITAL BEFORE THE OFFER**		
	304,326,004 Equity Shares of face value ₹ 5 each	1,521,630,020	-
C	**PRESENT OFFER IN TERMS OF THIS DRAFT RED HERRING PROSPECTUS**		
	Offer of sale of up to 51,000,000 Equity Shares of face value of ₹ 5 each (1)(2)	255,000,000	[●]
	Which includes:		
	Employee Reservation Portion of up to [●] Equity Shares	[●]	[●]
	Net Offer of up to [●] Equity Shares	[●]	
D	**ISSUED, SUBSCRIBED AND PAID-UP CAPITAL AFTER THE OFFER**		
	304,326,004 Equity Shares of face value of ₹ 5 each	1,521,630,020	[●]
E	**SECURITIES PREMIUM ACCOUNT**		
	Before the Offer	1,640,648,000.75	
	After the Offer	1,640,648,000.75	

(1) *The Offer has been authorized by a resolution of our Board dated December 21, 2021.*

(2) *Each of the Selling Shareholders, severally and not jointly, have specifically confirmed and authorised their respective portion of the Offered Shares in the Offer for Sale. For details on the authorization of the Selling Shareholders in relation to the Offered Shares, see "Other Regulatory and Statutory Disclosures" on page 352. Each of the Selling Shareholders confirm that their respective portion of the Offered Shares are eligible to be offered for sale in accordance with the SEBI ICDR Regulations and have been held for a period of at least one year prior to the date of the Draft Red Herring Prospectus.*

* *To be updated upon finalization of the Offer Price.*

For details of changes to our Company's authorised share capital in the last 10 years, see "*History and Certain Corporate Matters*" on page 197.

Notes to the Capital Structure

1. **Equity Share Capital History of our Company**

(a) The following table sets forth the history of the Equity Share capital of our Company:

Date of Allotment	Reason/Nature of Allotment	No. of equity shares allotted	Face Value (₹)	Issue price per equity share (₹)	Form of consideration	Cumulative No. of Equity Shares
September 24, 2008	Initial subscription to the MoA(1)	10,000	10	10	Cash	10,000
March 31, 2014	Further issue(2)	70,000	10	10	Cash	80,000
September 1, 2017	Private placement(3)	17,331	10	168,500	Cash	97,331
September 27, 2019	Bonus issue in the ratio of 1,541 Equity Shares for every one Equity Share held(4)	149,987,071	10	-	Other than cash	150,084,402
December 21, 2019	Allotment pursuant to 2018 ESOP Scheme(5)	17,87,162	10	109.27	Cash	151,871,564
October 29, 2021	Allotment pursuant to 2018 ESOP Scheme(6)	291,438	10	109.27	Cash	152,163,002
Sub-division of equity shares of our Company having a face value of ₹ 10 each to equity shares with face value of ₹ 5 each, as approved by the Shareholders on November 9, 2021						304,326,004

(1) *Subscription to 5,000 Equity Shares each by Hari Krishan Agarwal and Nikhil Aggarwal*

(2) *Allotment of 70,000 Equity Shares to Nikhil Aggarwal*

(3) Allotment of 15,958 Equity Shares to TPG Growth III SF Pte. Ltd. and 1,373 Equity Shares to QRG Enterprises Limited.
(4) Allotment of Equity Shares by way of a bonus issue to such holders of Equity Shares of our Company, whose names appeared in the register of members of the Company as on the record date i.e. September 27, 2019.
(5) Allotment of 1,546,610 Equity Shares to Pramod Kumar Sharma, 137,238 Equity Shares to Raman Chawla and 103,314 Equity Shares to Piyush Singh.
(6) Allotment of 137,238 Equity Shares to Raman Chawla, 103,314 Equity Shares to Piyush Singh, 27,756 Equity Shares to Rajeev Mittal and 23,130 Equity Shares to Sandeep Marwaha.

(b) ***Equity Shares issued for consideration other than cash or out of revaluation reserves***

Our Company has not issued any equity shares out of its revaluation reserves. Except as set forth below, our Company has not issued any equity shares for consideration other than cash or undertaken a bonus issue:

Date of Allotment	Reason/Nature of Allotment	Issue price per equity share (₹)	No. of equity shares allotted	Face Value (₹)	Benefits accrued to our Company
September 27, 2019	Bonus issue in the ratio of 1,541 equity shares for every one equity share held[(1)]	-	149,987,071	10	-

(1) Allotment of equity shares by way of a bonus issue to such holders of equity shares of our Company, whose names appeared in the register of members of the Company as on the record date i.e. September 27, 2019.

(c) ***Equity shares allotted in terms of any schemes of arrangement***

Our Company has not allotted any equity shares in terms of any scheme approved under Section 391-394 of the Companies Act, 1956 or Section 230-234 of the Companies Act, 2013.

(d) ***Equity shares allotted at a price lower than the Offer Price in the last year***

The Offer Price shall be determined by our Company and TPG Growth III SF Pte. Ltd., in consultation with the BRLMs after the Bid / Offer Closing Date. Except as disclosed in " - *Notes to the Capital Structure - Equity Share Capital History of our Company*" above, our Company has not issued any equity shares at a price which may be lower than the Offer Price, during a period of one year preceding the date of this Draft Red Herring Prospectus.

2. As on the date of the Draft Red Herring Prospectus, our Company does not have outstanding preference shares.

3. **Shareholding Pattern of our Company**

The table below presents the shareholding pattern of our Company as on the date of this Draft Red Herring Prospectus:

Category (I)	Category of Shareholder (II)	Number of Shareholders (III)	Number of fully paid up Equity Shares held (IV)	Number of Partly paid-up Equity Shares held (V)	Number of shares underlying Depository Receipts (VI)	Total number of Equity Shares held (VII) =(IV)+(V)+ (VI)	Shareholding as a % of total number of shares (calculated as per SCRR, 1957) (VIII) As a % of (A+B+C2)	Number of Voting Rights held in each class of securities (IX)				Number of Equity Shares Underlying Outstanding convertible securities (including Warrants) (X)	Shareholding as a % assuming full conversion of convertible securities (as a percentage of diluted Equity Share capital) (XI)= (VII)+(X) As a % of (A+B+C2)	Number of Locked in Equity Shares (XII)		Number of Equity Shares pledged or otherwise encumbered (XIII)		Number of Equity Shares held in dematerialized form (XIV)
								Number of voting rights			Total as a % of (A+B+ C)			Number (a)	As a % of total Equity Shares held (b)	Number (a)	As a % of total Equity Shares held (b)	
								Class eg: Equity Shares	Class eg: Others	Total								
(A)	Promoter and Promoter Group	6	238,009,004	-	-	238,009,004	78.21	238,009,004	-	238,009,004	78.21	-	-	-	-	-	-	238,009,004
(B)	Public	10	66,317,000	-	-	66,317,000	21.79	66,317,000	-	66,317,000	21.79	-	-	-	-	-	-	66,317,000
(C)	Non Promoter-Non Public	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(C)(1)	Shares underlying DRs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(C)(2)	Shares held by Employee Trusts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total (A)+(B)+(C)	**16**	**304,326,004**	**-**	**-**	**304,326,004**	**100.00**	**304,326,004**	**-**	**304,326,004**	**100.00**	**-**	**-**	**-**	**-**	**-**	**-**	**304,326,004**

4. **Major shareholders**

The list of our major Shareholders and the number of Equity Shares held by them is provided below:

a) The details of our Shareholders holding 1% or more of the paid-up Equity Share capital of our Company as on the date of filing this Draft Red Herring Prospectus is set forth below:

S. No.	Name of the Shareholder	Number of Equity Shares Held	% of the pre-Offer share capital
1.	Hari Krishan Agarwal	183,675,892	60.35
2.	TPG Growth III SF Pte. Ltd.	52,307,692	17.19
3.	Nikhil Aggarwal	41,267,004	13.56
4.	HKV Trust*	12,175,000	4.00
5.	QRG Enterprises Limited	11,759,292	3.86
	Total	**301,184,880**	**98.96**

Note: *Details as on the date of filing of this Draft Red Herring Prospectus.*
*** Shares held by HKV Services Private Limited in its capacity as trustee of HKV Trust*

b) The details of our Shareholders who held 1% or more of the paid-up Equity Share capital of our Company ten days prior to the date of this Draft Red Herring Prospectus is set forth below:

S. No.	Name of the Shareholder	Number of Equity Shares Held	% of the pre-Offer share capital
1.	Hari Krishan Agarwal	183,675,892	60.35
2.	TPG Growth III SF Pte. Ltd.	52,307,692	17.19
3.	Nikhil Aggarwal	41,267,004	13.56
4.	HKV Trust*	12,175,000	4.00
5.	QRG Enterprises Limited	11,759,292	3.86
	Total	**301,184,880**	**98.96**

Note: *Details as on December 14, 2021, being the date ten days prior to the date of this Draft Red Herring Prospectus.*
*** Shares held by HKV Services Private Limited in its capacity as trustee of HKV Trust*

c) The details of our Shareholders who held 1% or more of the paid-up Equity Share capital of our Company one year prior to the date of this Draft Red Herring Prospectus is set forth below:

S. No.	Name of the Shareholder	Number of equity shares of face value of ₹ 10 held	% of the pre-Offer share capital
1.	Hari Krishan Agarwal	98,688,000	64.98
2.	Nikhil Aggarwal	20,633,502	13.59
3.	TPG Growth III SF Pte. Ltd.	26,153,846	17.22
4.	QRG Enterprises Limited	5,879,646	3.87
	Total	**151,354,994**	**99.66**

Note: *Details as on December 24, 2020, being the date one year prior to the date of this Draft Red Herring Prospectus.*

d) The details of our Shareholders who held 1% or more of the paid-up Equity Share capital of our Company two years prior to the date of this Draft Red Herring Prospectus is set forth below:

S. No.	Name of the Shareholder	Number of equity shares of face value of ₹ 10 held	% of the pre-Offer share capital
1.	Hari Krishan Agarwal	98,688,000	64.98
2.	Nikhil Aggarwal	20,633,502	13.59
3.	TPG Growth III SF Pte. Ltd.	24,607,236	16.20
4.	QRG Enterprises Limited	5,879,646	3.87
5.	Pramod Sharma	1,546,610	1.02
	Total	**151,354,994**	**99.66**

Note: *Details as on December 24, 2019, being the date two years prior to the date of this Draft Red Herring Prospectus.*

5. Except for any Equity Shares which may be issued and allotted pursuant to the conversion of employee stock options granted under the ESOP Schemes, there will be no further issue of Equity Shares whether by way of a split or consolidation of the denomination of Equity Shares, or by way of further issue of Equity Shares (including issue of securities convertible into or exchangeable, directly or indirectly, for Equity Shares), whether on a preferential basis, or by way of issue of bonus Equity Shares, or through a rights issue or further public issue of Equity Shares, or otherwise, until the Equity Shares have been listed on the Stock Exchanges or all application moneys have been refunded to the Anchor Investors, or the application moneys are unblocked in the ASBA Accounts on account of non-listing, under-subscription etc., as the case may be. Further, our Company presently does not intend or propose to alter its capital structure in such manner until a period of six months from the Bid/Offer Opening Date.

6. As on the date of this Draft Red Herring Prospectus, our Company has a total of 16 Shareholders.

7. **Details of Shareholding of our Promoters and members of the Promoter Group in the Company**

(i) ***Equity Shareholding of the Promoters***

As on the date of this Draft Red Herring Prospectus, our Promoters collectively hold 224,942,896 Equity Shares, equivalent to 73.92% of the issued, subscribed and paid-up Equity Share capital of our Company, as set forth in the table below.

S. No.	Name of the Shareholder	Pre-Offer Equity Share Capital		Post-Offer Equity Share Capital*	
		No. of Equity Shares	% of total Share-holding	No. of Equity Shares	% of total Share-holding
1.	Hari Krishan Agarwal	183,675,892	60.35	[●]	[●]
2.	Nikhil Aggarwal	41,267,004	13.56	[●]	[●]

** Subject to finalisation of Basis of Allotment*

(ii) All Equity Shares held by our Promoters are in dematerialized form as on the date of this Draft Red Herring Prospectus.

(iii) ***Equity Shareholding of the Promoter Group***

As on the date of this Draft Red Herring Prospectus, the members of our Promoter Group (other than our Promoters) collectively hold 13,066,108 Equity Shares, equivalent to 4.29% of the issued, subscribed and paid-up Equity Share capital of our Company, as set forth in the table below:

S. No.	Name of the Shareholder	Pre-Offer Equity Share Capital		Post-Offer Equity Share Capital	
		No. of Equity Shares	% of total Share-holding	No. of Equity Shares	% of total Share-holding
1.	HKV Trust*	12,175,000	4.00	12,175,000	4.00
2.	Charu Goel	700,008	0.23	700,008	0.23
3.	Prerna Aggarwal	191,000	0.06	191,000	0.06
4.	HKV Family Trust**	100	0.00	100	0.00
	Total	**13,066,108**	**4.29**	**13,066,108**	**4.29**

** Shares held by HKV Services Private Limited in its capacity as trustee of HKV Trust*
*** Shares held by HNA Services Private Limited in its capacity as trustee of HKV Family Trust*

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

The build-up of the Equity Shareholding of our Promoters since the incorporation of our Company is set forth in the table below:

Date of Allotment/ Transfer / Transmission	Nature of transaction	No. of equity shares	Face value per equity share (₹)	Issue Price/ Transfer Price per equity share (₹)	Percentage of pre-Offer equity share capital	Percentage of post-Offer equity share capital
(A) Hari Krishan Agarwal						
September 24, 2008	Subscription to MoA	5,000	10	10	0.00%	[●]
March 25, 2014	Transfer to Prerna Aggarwal	(5,000)	10	-	(0.00%)	[●]
December 30, 2016	Transfer from Prerna Aggarwal	5,000	10	-	0.00%	[●]
December 30, 2016	Transfer from Nikhil Aggarwal	59,000	10	-	0.04%	[●]
September 27, 2019	Bonus issue	98,624,000	10	-	64.81%	[●]
November 9, 2021	Transfer to Charu Goel	(350,004)	10	-	(0.23%)	[●]
November 12, 2021	Transfer to Prerna Aggarwal	(95,500)	10	-	(0.06%)	[●]
Each equity share of our Company with a face value of ₹ 10 each was sub-divided into two Equity Shares with a face value of ₹ 5 each, pursuant to a Shareholders' resolution dated November 9, 2021. Pursuant to the corporate action initiated by our Company in this regard, the sub-division of Equity Shares was effective from November 23, 2021.						
November 25, 2021	Transfer to Salisbury Investments Private Limited	(507,200)	5	197.16	(0.17%)	[●]
	Transfer to Kumud Deepak Vaidya	(126,800)	5	197.16	(0.04%)	[●]
December 7, 2021	Transfer to HKV Trust	(12,175,000)	5	-	(4.00%)	[●]
	Transfer to HKV Family Trust	(100)	5	-	(0.00%)	[●]
Sub-total (A)		**183,675,892**			**60.35%**	**[●]**
(B) Nikhil Aggarwal						
September 24, 2008	Subscription to MoA	5,000	10	10	0.00%	[●]
March 31, 2014	Further issue	70,000	10	10	0.05%	[●]
December 30, 2016	Transfer to Hari Krishan Agarwal	(59,000)	10	-	(0.04%)	[●]
September 1, 2017	Transfer to Rajiv Goel	(60)	10	168,500	(0.00%)	[●]
	Transfer to Rajesh Kumar Gupta	(119)	10	168,500	(0.00%)	[●]
	Transfer to QRG Enterprises Limited	(2,440)	10	168,500	(0.00%)	[●]
September 27, 2019	Bonus issue	20,620,121	10	-	13.55%	[●]
Each equity share of our Company with a face value of ₹ 10 each was sub-divided into two Equity Shares with a face value of ₹ 5 each, pursuant to a Shareholders' resolution dated November 9, 2021. Pursuant to the corporate action initiated by our Company in this regard, the sub-division of Equity Shares was effective from November 23, 2021.						
Sub-total (B)		**41,267,004**			**13.56%**	**[●]**
Grand Total (A)+(B)		**224,942,896**			**73.92%**	**[●]**

(v) All the Equity Shares held by our Promoters were fully paid-up on the respective dates of allotment or acquisition, as applicable, of such Equity Shares.

(vi) As on the date of this Draft Red Herring Prospectus, none of the Equity Shares held by our Promoters are pledged.

(vii) Except as set out under " - *Details of Shareholding of our Promoters and members of the Promoter Group in the Company - Build-up of the Promoters' shareholding in our Company*", none of the members of the Promoter Group, the Promoters, the Directors of our Company, nor any of their respective relatives have purchased or sold any securities of our Company during the period of six months immediately preceding the date of this Draft Red Herring Prospectus.

(viii) There have been no financing arrangements whereby our Promoters, members of the Promoter Group, our Directors, or their relatives have financed the purchase by any other person of securities of our Company during a period of six months immediately preceding the date of this Draft Red Herring Prospectus**.**

8. **Details of lock-in of Equity Shares**

(i) ***Details of Promoter's contribution locked in for eighteen months***

Pursuant to Regulations 14 and 16 of the SEBI ICDR Regulations, an aggregate of 20% of the fully diluted post-Offer Equity Share capital of our Company held by the Promoters shall be locked in for a period of 18 months as minimum promoters' contribution from the date of Allotment ("**Promoters' Contribution**"), and the Promoters' shareholding in excess of 20% of the fully diluted post-Offer Equity Share capital shall be locked in for a period of six months from the date of Allotment. The lock-in of the Promoters' Contribution would be created as per applicable laws and procedures and details of the same shall also be provided to the Stock Exchanges before the listing of the Equity Shares.

Details of the Equity Shares to be locked-in for 18 months from the date of Allotment as Promoters' Contribution are set forth in the table below:

Name of the Promoter	Date of allotment of the Equity Shares*	Nature of transaction	No. of Equity Shares	Face Value (₹)	Issue/ acquisition price per Equity Share (₹)	No. of Equity Shares locked-in	Percentage of the post-Offer fully diluted paid-up capital (%)**	Date up to which the Equity Shares are subject to lock-in
Hari Krishan Agarwal	[●]	[●]	[●]	5	[●]	[●]	[●]	[●]
Nikhil Aggarwal	[●]	[●]	[●]	5	[●]	[●]	[●]	[●]
Total						[●]	[●]	[●]

* *All the Equity Shares were fully paid-up on the respective dates of allotment or acquisition, as the case may be, of such Equity Shares.*
** *Subject to finalisation of Basis of Allotment.*
Note: To be updated in the Prospectus

Our Promoters have given consent to include such number of Equity Shares held by them as may constitute 20% of the fully diluted post-Offer Equity Share capital of our Company as Promoters' Contribution. Our Promoters have agreed not to dispose, sell, transfer, charge, pledge or otherwise encumber, in any manner, the Promoters' Contribution from the date of filing this Draft Red Herring Prospectus, until the expiry of the lock-in period specified above, or for such other time as required under SEBI ICDR Regulations, except as may be permitted in accordance with the SEBI ICDR Regulations.

Our Company undertakes that the Equity Shares that are being locked-in are not and will not be ineligible for computation of Promoters' Contribution in terms of Regulation 15 of the SEBI ICDR Regulations. In this connection, we confirm the following:

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

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

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

(iv) The Equity Shares forming part of the Promoter's Contribution are not subject to any pledge.

(ii) ***Details of Equity Shares locked-in for six months***

Pursuant to the SEBI ICDR Regulations, the entire pre-Offer capital of our Company (including those Equity Shares held by our Promoters in excess of the Promoters' Contribution) shall be locked-in for a period of six months from the date of Allotment, except for (i) the Equity Shares Allotted pursuant to the Offer for Sale; (ii) any Equity Shares held by the eligible employees (whether currently employees or not and including the legal heirs or nominees of any deceased employees or ex-employees) of our Company which have been allotted to them under 2018 ESOP Scheme and 2021 ESOP Scheme, prior to the Offer, except as required under applicable law, (iii) any Equity Shares held by a VCF or Category I AIF or Category II AIF or FVCI, as applicable, provided that such Equity Shares shall be locked in for a period of at least six months from the date of purchase by such shareholders, and (iv) as otherwise permitted under the SEBI ICDR Regulations. Further, any unsubscribed portion of the Offered Shares will also be locked in, as required under the SEBI ICDR Regulations.

(iii) ***Lock-in of Equity Shares Allotted to Anchor Investors***

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

(iv) ***Other requirements in respect of lock-in***

(i) As required under Regulation 20 of the SEBI ICDR Regulations, our Company shall ensure that the details of the Equity Shares locked-in are recorded by the relevant depository.

(ii) Pursuant to Regulation 21 of the SEBI ICDR Regulations, Equity Shares held by our Promoters and locked-in, as mentioned above, may be pledged as collateral security for a loan with a scheduled commercial bank, a public financial institution, Systemically Important Non-Banking Financial Company or a deposit accepting housing finance company, subject to the following:

(a) With respect to the Equity Shares locked-in for six months from the date of Allotment, such pledge of the Equity Shares must be one of the terms of the sanction of the loan.

(b) With respect to the Equity Shares locked-in as Minimum Promoter's Contribution for 18 months from the date of Allotment, the loan must have been granted to our Company for the purpose of financing one or more of the objects of the Offer, which is not applicable in the context of this Offer.

However, the relevant lock-in period shall continue post the invocation of the pledge referenced above, and the relevant transferee shall not be eligible to transfer the Equity Shares till the relevant lock-in period has expired in terms of the SEBI ICDR Regulations.

(iii) In terms of Regulation 22 of the SEBI ICDR Regulations, Equity Shares held by our Promoters and locked-in, may be transferred to any member of our Promoter Group or a new promoter, subject to continuation of lock-in applicable with the transferee for the remaining period and compliance with provisions of the Takeover Regulations.

(iv) Further, in terms of Regulation 22 of the SEBI ICDR Regulations, Equity Shares held by persons other than our Promoters prior to the Offer and locked-in for a period of six months, may be transferred to any other person holding Equity Shares which are locked in along with the Equity Shares proposed to be transferred, subject to the continuation of the lock in with the transferee and compliance with the provisions of the Takeover Regulations.

9. Our Company, the Selling Shareholders, the Promoters, the Directors and the BRLMs have not entered into buyback arrangements and / or any other similar arrangements for the purchase of Equity Shares being offered through the Offer.

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

11. As on the date of this Draft Red Herring Prospectus, the BRLMs and their respective associates (determined as per the definition of 'associate company' under the Companies Act, 2013 and as per definition of the term 'associate' under the Securities and Exchange Board of India (Merchant Bankers) Regulations, 1992) do not hold any Equity Shares of our Company. The BRLMs and their affiliates may engage in the transactions with and perform services for our Company in the ordinary course of business or may in the future engage in commercial banking and investment banking transactions with our Company for which they may in the future receive customary compensation.

12. **ESOP Schemes**

As on the date of this Draft Red Herring Prospectus, except as mentioned below, our Company does not have any active employee stock option plan:

Campus Activewear Private Limited Employee Stock Option Plan 2018 ("2018 ESOP Scheme")

Our Company adopted the 2018 ESOP Scheme pursuant to resolutions passed by our Board and Shareholders dated November 2, 2018. The purpose of the 2018 ESOP Scheme is to enable employees of our Company to get a share in the value that they help create for the organisation over a period of time. As per the terms of the Shareholders' resolution dated November 2, 2018, read with the Board resolution dated November 2, 2018, our Board is authorised to issue an aggregate of 3,751,686 (as adjusted for the bonus issue) employee stock options to employees, exercisable into not more than 3,751,686 fully-paid up Equity Shares, with each option conferring a right upon employees to apply for one Equity Share, in accordance with the provisions of the 2018 ESOP Scheme and the terms and conditions as may be fixed or determined by the Board. 3,104,046 options were granted by our Company under the 2018 ESOP Scheme on November 8, 2018. Further, as on the date of this Draft Red Herring Prospectus, all the options granted under the 2018 ESOP Scheme have either been exercised/ lapsed or cancelled and there are no options that are currently outstanding under the 2018 ESOP Scheme. For details of the equity shares allotted pursuant to exercise of options granted under the 2018 ESOP, see "- *Notes to the Capital Structure – Equity Share Capital History of our Company*" on page 80. The following table sets forth the particulars of the 2018 ESOP Scheme, including options granted as on the date of this Draft Red Herring Prospectus:

Particulars	**From April 1, 2021 to the date of filing of this DRHP**	**Financial Year 2021**	**Financial Year 2020**	**Financial Year 2019**
Cumulative options granted as on beginning of the period	291,438	1,159,600	3,104,046	-
Number of employees to whom options were granted:	-	-	-	9
Options outstanding	NIL	291,438	1,159,600	3,104,046
The pricing formula	Black-Scholes Model			
Exercise price of options (₹ per option)	109.27	109.27	109.27	109.27
Options vested (excluding options that have been exercised)	145,719	145,719	1,944,446	-
Options exercised	291,438	-	1,787,162	-
Total number of equity shares of face value ₹ 10 that would arise as a result of full exercise of options granted	291,438	-	1,787,162	-

Particulars	From April 1, 2021 to the date of filing of this DRHP	Financial Year 2021	Financial Year 2020	Financial Year 2019
Options lapsed	-	868,162	157,284	-
Variation in terms of options	The Company in its Board and Shareholders meeting dated September 24, 2021 varied the terms of the last trench of options as a result of which the vesting period was accelerated for all the existing options granted to all employees under the 2018 ESOP Scheme.			
Money realised by exercise of options	31,845,430	-	195,283,192	-
Total number of options outstanding	Nil	291,438	1,159,600	3,104,046
Employee wise details of options granted to				
(a) Key management personnel	**Name**	**Options**		
		Year of grant	**Options granted**	
	Raman Chawla	2018-2019	274,476	
(b) Any other employee who received a grant in any one year of options amounting to 5% or more of the options granted during the year	**Name**	**Options**		
		Year of grant	**Options granted**	
	Piyush Singh	2018-2019	206,628	
(c) Identified employees who were granted options, during any one year equal to or exceeding 1% of the issued capital (excluding outstanding warrants and conversions) of the Company at the time of grant	**Name**	**Options**		
		Year of grant	**Options granted**	
	Pramod Sharma	2018-2019	2,308,374	
Fully diluted EPS on a pre-Offer basis pursuant to issue of equity shares of face value ₹ 10 on exercise of options calculated in accordance with the applicable accounting standard 'Earning Per Share' and consideration received against the issuance of equity shares of face value ₹ 10	2.09	1.77	4.09	2.56
Lock-in	-	-	-	-
Difference between employee compensation cost calculated using the intrinsic value of stock options and the employee compensation cost that shall have been recognised if the Company had used fair value of options and impact of this difference on profits and EPS of the Company	-	-	-	-
Description of the pricing formula, method and significant assumptions used during the year to estimate the fair values of options, including weighted-average information, namely, risk-free interest rate, expected life, expected volatility, expected dividends and the price of the underlying share in market at the time of grant of the option				
Pricing formula	Black-Scholes Model			
Method used	Black-Scholes Model			
Risk free interest rate	7.98%			
Expected life	2.38 years			
Expected volatility	29.00%			
Expected dividends	Nil			
Exercise price	168,500 (109.27 as adjusted for Bonus)			
Impact on profits and EPS of the last three years if the Company had followed the accounting policies specified in Regulation 15 of the SEBI ESOP Regulations in respect of	Employee stock options granted under 2018 ESOP Scheme are accounted for under the Indian Accounting Standard (Ind AS) 102 Share based payments. The same is in accordance with the SEBI ESOP Regulations. Since the accounting policies complied with SEBI ESOP Regulations, there is no impact.			

Particulars	From April 1, 2021 to the date of filing of this DRHP	Financial Year 2021	Financial Year 2020	Financial Year 2019
options granted in the last three years				
Intention of the key managerial personnel and whole time directors who are holders of Equity Shares allotted on exercise of options granted, to sell their Equity Shares within three months after the date of listing of Equity Shares pursuant to the Offer	Raman Chawla, one of the Key Management Personnel, has expressed his intention to sell up to 60,000 equity shares of face value of ₹ 5 each within three months after the date of listing of Equity Shares pursuant to the Offer.			
Intention to sell Equity Shares arising out of, or allotted under an employee stock option scheme within three months after the date of listing of Equity Shares, by Directors, senior management personnel and employees having Equity Shares arising out of an employee stock option scheme, amounting to more than 1% of the issued capital (excluding outstanding warrants and conversions) which *inter-alia* shall include name, designation and quantum of the equity shares issued under an employee stock option scheme or employee stock purchase scheme and the quantum they intend to sell within three months	As on the date of this Draft Red Herring Prospectus, except as disclosed below, none of the (i) Directors, (ii) Senior Management Personnel and employees holding Equity Shares amounting more than 1% of the issued capital (excluding outstanding warrants and conversions) arising out of 2018 ESOP Scheme intend to sell such Equity Shares within three months after the date of listing of Equity Shares pursuant to the Offer: • Piyush Singh, the chief strategy officer of our Company, has been allotted 413,256 equity shares of face value of ₹ 5 each, pursuant to the exercise of options granted to him under the 2018 ESOP Scheme. He has expressed his intention to sell up to 100,000 equity shares of face value of ₹ 5 each within three months after the date of listing of Equity Shares pursuant to the Offer.			

Campus Activewear Private Limited Employee Stock Option Plan 2021 ("2021 ESOP Scheme")

Our Company adopted the ESOP Scheme pursuant to resolutions passed by our Board and Shareholders dated March 19, 2021. The purpose of the 2021 ESOP Scheme is to enable employees of our Company to get a share in the value that they help create for the organisation over a period of time. As per the terms of the Shareholders' resolution dated March 19, 2021, read with the Board resolution dated March 19, 2021, our Board is authorised to issue an aggregate of 1,520,428 employee stock options to employees, exercisable into not more than 1,520,428 fully-paid up Equity Shares, with each option conferring a right upon employees to apply for 1,520,428 Equity Shares, in accordance with the provisions of the 2021 ESOP Scheme and the terms and conditions as may be fixed or determined by the Board. As on the date of this Draft Red Herring Prospectus, 854,028 options have been granted by our Company under the 2021 ESOP Scheme.

The following table sets forth the particulars of 2021 ESOP Scheme, including options granted as on the date of this Draft Red Herring Prospectus (as adjusted for the sub-division of equity shares with a face value of ₹ 10 into two Equity Shares with a face value of ₹ 5 each):

Particulars	Details
Options granted	854,028
Exercise price of the options in (₹)	June 11, 2021 Grant: 371,426 Option with Exercise Price of ₹ 82.12 June 11, 2021 Grant: 170,342 Option with Exercise Price of ₹ 111.55 June 11, 2021 Grant: 150,896 Option with Exercise Price of ₹ 82.12 September 25, 2021 Grant: 161,364 Option with Exercise Price of ₹ 111.55
Options exercised	NIL

Particulars	Details
Options vested (including options that have been exercised)	NIL
Options forfeited/lapsed/cancelled	NIL
Total number of Equity Shares that would arise as a result of full exercise of options granted (net of forfeited/ lapsed/ cancelled options)	854,028
Total number of options outstanding in force	854,028
Variation in terms of options	The Company in its Board and Shareholders meeting dated September 24, 2021 varied the terms of the options (option in numbers 150,896) as a result of which the vesting period in relation to Piyush Singh (Grant date June 11, 2021) was reduced to one year for all the existing options granted to him under the Campus Activewear Private Limited- Employee Stock Option Plan 2021 ("2021 ESOP Scheme").
Money realized by exercise of options	NIL
Employee wise details of options granted to:	
(i) Key Managerial Personnel	see table below
(ii) Any other employee who receives a grant in any one year of options amounting to 5% or more of the options granted during the year	see table below
(iii) Identified Employees who were granted options during any one year equal to or exceeding 1% of the issued capital (excluding outstanding warrants and conversions) of the Company at the time of grant	NIL
Fully diluted earnings per share on a pre-Offer basis pursuant to the issue of Equity Shares on exercise of options calculated in accordance with IND AS 33 'Earnings Per Share'	NA
Difference between employee compensation cost calculated using the intrinsic value of stock options and the employee compensation cost that shall have been recognised if the Company had used fair value of options and impact of this difference on profits and EPS of the Company	-

(i) Key Managerial Personnel

Name of Key Managerial Personnel	**Grant Date**	**Number of options granted**	**Exercise Price (₹)**
Dimple Mirchandani*	September 25, 2021	35,858	111.55

** Dimple Mirchandani was the company secretary of our Company (KMP) as on the date grant of Options.*

(ii) Any other employee who receives a grant in any one year of options amounting to 5% or more of the options granted during the year

Name of Employee	**Grant Date**	**Number of options granted**	**Exercise Price (₹)**
Surender Bansal	June 11, 2021	182,668	82.12
Piyush Singh	June 11, 2021	150,896	82.12
Raghu Narayanan	June 11, 2021	125,516	111.55
Uplaksh Tewary	June 11, 2021	97,424	82.12
Ambika Wadhwa	June 11, 2021	91,334	82.12
Chandresh Sharma	June 11, 2021	44,826	111.55

<table>
<tr><th>Particulars</th><th>Details</th></tr>
<tr><td>Description of the pricing formula and the method and significant assumptions used to estimate the fair value of options granted during the year including, weighted average information, namely, risk-free interest rate, expected life, expected volatility, expected dividends, and the price of the underlying share in the market at the time of grant of option
(Rs. 10 Face Value)</td><td>The fair value of the employee stock options have been derived using the Black-Scholes Model

Significant assumptions are listed below:

<table>
<tr><th>Method of option valuation</th><th>June 11, 2021 Grant</th><th>June 11, 2021 Grant</th><th>June 11, 2021 Grant</th><th>September 25, Grant</th></tr>
<tr><td>Fair value of the underlying Equity Share at the time of grant of option (₹) Face Value ₹ 10</td><td>157.21</td><td>157.21</td><td>157.21</td><td>160.32</td></tr>
<tr><td>Exercise Price per Equity Share (₹), Face Value ₹ 10</td><td>164.24</td><td>223.10</td><td>164.24</td><td>223.10</td></tr>
<tr><td>Life of the options granted (vesting and exercise period) (in years).</td><td>3.5 years</td><td>3.5 years</td><td>1 years</td><td>3.5 years</td></tr>
<tr><td>Expected Volatility (%)</td><td>40.95%</td><td>40.95%</td><td>35.60%</td><td>40.33%</td></tr>
<tr><td>Dividend yield (%)</td><td>0.0%</td><td>0.0%</td><td>0.0%</td><td>0.0%</td></tr>
<tr><td>Risk free rate (%)</td><td>6.24%</td><td>6.24%</td><td>6.24%</td><td>6.18%</td></tr>
</table></td></tr>
<tr><td>Impact on the profits and on the Earnings Per Share of the last three years if the accounting policies specified in the Securities and Exchange Board of India (Share Based Employee Benefits) Regulations, 2014 or Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 had been followed, in respect of options granted in the last three years</td><td>Employee stock options granted under 2021 ESOP Scheme are accounted for under the Indian Accounting Standard (Ind AS) 102 Share based payments. The same is in accordance with the SEBI ESOP Regulations. Since the accounting policies complied with SEBI ESOP Regulations, there is no impact.</td></tr>
<tr><td>Intention of key managerial personnel and whole-time directors who are holders of Equity Shares allotted on exercise of options to sell their shares within three months after the listing of Equity Shares pursuant to the Offer</td><td>NIL</td></tr>
<tr><td>Intention to sell Equity Shares arising out of the ESOP Plan or allotted under the ESOP Plan within three months after the listing of Equity Shares by directors, senior managerial personnel and employees having Equity Shares arising out of the ESOP Plan, amounting to more than 1% of the issued capital (excluding outstanding warrants and conversions)</td><td>NIL</td></tr>
</table>

Campus Activewear Limited Employee Stock Option Plan 2021 – Special Grant ("2021 ESOP Scheme - SG")

Our Company adopted the 2021 ESOP Scheme – SG pursuant to resolutions passed by our Board and Shareholders dated December 14, 2021, and December 18, 2021, respectively. The purpose of the 2021 ESOP Scheme - SG is to enable the employees of our Company to get a share in the value that they have helped to create for the organization over a period of time. As per the terms of the Shareholders' resolution dated December 18, 2021, read with the Board resolution dated December 14, 2021, our Board and / or the Nomination and Remuneration Committee is authorised to issue an aggregate of 600,000 employee stock options to employees, exercisable into not more than 600,000 fully-paid up Equity Shares, with each option conferring a right upon employees to apply for one Equity Share, in accordance with the provisions of the 2021 ESOP Scheme - SG and the terms and conditions as may be fixed or determined by the Board and / or the Nomination and Remuneration Committee. As on the date of this Draft Red Herring Prospectus, 559,421 options have been granted by our Company under the 2021 ESOP Scheme - SG.

The following table sets forth the particulars of 2021 ESOP Scheme - SG, including options granted as on the date of this Draft Red Herring Prospectus:

<table>
<tr><th>Particulars</th><th>Details</th></tr>
<tr><td>Options granted</td><td>559,421</td></tr>
<tr><td>Exercise price of the options in (₹)</td><td>Grant of 559,421 options on December 19, 2021 at an exercise price of ₹ 197.16</td></tr>
<tr><td>Options exercised</td><td>NIL</td></tr>
<tr><td>Options vested (including options that have been exercised)</td><td>NIL</td></tr>
<tr><td>Options forfeited/lapsed/cancelled</td><td>NIL</td></tr>
<tr><td>Total number of Equity Shares that would arise as a result of full exercise of options granted (net of forfeited/ lapsed/ cancelled options)</td><td>559,421</td></tr>
<tr><td>Total number of options outstanding in force</td><td>559,421</td></tr>
<tr><td>Variation in terms of options</td><td>Nil</td></tr>
<tr><td>Money realized by exercise of options</td><td>NIL</td></tr>
<tr><td>Employee wise details of options granted to:</td><td></td></tr>
<tr><td>(i) Key Managerial Personnel</td><td><table>
<tr><th>Name of Key Managerial Personnel</th><th>Date of grant</th><th>Number of options granted</th><th>Exercise price (₹)</th></tr>
<tr><td>Raman Chawla</td><td>December 19, 2021</td><td>202,880</td><td>197.16</td></tr>
<tr><td>Archana Maini</td><td>December 19, 2021</td><td>12,680</td><td>197.16</td></tr>
</table></td></tr>
<tr><td>(ii) Any other employee who receives a grant in any one year of options amounting to 5% or more of the options granted during the year</td><td><table>
<tr><th>Name of Employee</th><th>Date of grant</th><th>Number of options granted</th><th>Exercise price (₹)</th></tr>
<tr><td>Piyush Singh</td><td>December 19, 2021</td><td>253,601</td><td>197.16</td></tr>
</table></td></tr>
<tr><td>(iii) Identified Employees who were granted options during any one year equal to or exceeding 1% of the issued capital (excluding outstanding warrants and</td><td>NIL</td></tr>
</table>

Particulars	Details
conversions) of the Company at the time of grant	
Fully diluted earnings per share on a pre-Offer basis pursuant to the issue of Equity Shares on exercise of options calculated in accordance with IND AS 33 'Earnings Per Share'	NA
Difference between employee compensation cost calculated using the intrinsic value of stock options and the employee compensation cost that shall have been recognised if the Company had used fair value of options and impact of this difference on profits and EPS of the Company	-
Description of the pricing formula and the method and significant assumptions used to estimate the fair value of options granted during the year including, weighted average information, namely, risk-free interest rate, expected life, expected volatility, expected dividends, and the price of the underlying share in the market at the time of grant of option (Rs. ₹ Face Value)	The fair value of the employee stock options have been derived using the Black-Scholes Model Significant assumptions are listed below: **Method of option valuation** Fair value of the underlying Equity Share at the time of grant of option (₹) (Face Value ₹ 5): 206.48 Exercise Price per Equity Share (₹), (Face Value ₹ 5): 197.16 Life of the options granted (vesting and exercise period) (in years).: 1 years Expected Volatility (%): 38.20% Dividend yield (%): 0.0% Risk free rate (%): 6.40%
Impact on the profits and on the Earnings Per Share of the last three years if the accounting policies specified in the Securities and Exchange Board of India (Share Based Employee Benefits) Regulations, 2014 or Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 had been followed, in respect of options granted in the last three years	Employee stock options granted under 2021 ESOP Scheme - SG are accounted for under the Indian Accounting Standard (Ind AS) 102 Share based payments. The same is in accordance with the SEBI ESOP Regulations. Since the accounting policies complied with SEBI ESOP Regulations, there is no impact.
Intention of key managerial personnel and whole-time directors who are holders of Equity Shares allotted on exercise of options to sell their shares within three months after the listing of Equity Shares pursuant to the Offer	NIL
Intention to sell Equity Shares arising out of the ESOP Plan or allotted under the ESOP Plan within three months after the listing of Equity Shares by directors, senior managerial personnel and employees having Equity Shares arising	NIL

Particulars	Details
out of the ESOP Plan, amounting to more than 1% of the issued capital (excluding outstanding warrants and conversions)	

Campus Activewear Limited Employee Stock Option Plan 2021 - Vision Pool ("2021 ESOP Scheme - VP")

Our Company adopted the 2021 ESOP Scheme - VP pursuant to resolutions passed by our Board and Shareholders dated December 14, 2021, and December 18, 2021, respectively. The purpose of the 2021 ESOP Scheme - VP is to enable the employees of our Company to get a share in the value that they have helped to create for the organization over a period of time. As per the terms of the Shareholders' resolution dated December 18, 2021, read with the Board resolution dated December 14, 2021, our Board and / or the Nomination and Remuneration Committee is authorised to issue an aggregate of 1,800,000 employee stock options to employees, exercisable into not more than 1,800,000 fully-paid up Equity Shares, with each option conferring a right upon employees to apply for one Equity Share, in accordance with the provisions of the 2021 ESOP Scheme - VP and the terms and conditions as may be fixed or determined by the Board and / or the Nomination and Remuneration Committee. As on the date of this Draft Red Herring Prospectus, 1,039,760 options have been granted by our Company under the 2021 ESOP Scheme - VP.

The following table sets forth the particulars of 2021 ESOP Scheme - VP, including options granted as on the date of this Draft Red Herring Prospectus:

<table>
<tr><th>Particulars</th><th>Details</th></tr>
<tr><td>Options granted</td><td>1,039,760</td></tr>
<tr><td>Exercise price of the options in (₹)</td><td>December 19, 2021 Grant: 1,039,760 Option with Exercise Price of ₹ 197.16</td></tr>
<tr><td>Options exercised</td><td>NIL</td></tr>
<tr><td>Options vested (including options that have been exercised)</td><td>NIL</td></tr>
<tr><td>Options forfeited/lapsed/cancelled</td><td>NIL</td></tr>
<tr><td>Total number of Equity Shares that would arise as a result of full exercise of options granted (net of forfeited/ lapsed/ cancelled options)</td><td>1,039,760</td></tr>
<tr><td>Total number of options outstanding in force</td><td>1,039,760</td></tr>
<tr><td>Variation in terms of options</td><td>Nil</td></tr>
<tr><td>Money realized by exercise of options</td><td>NIL</td></tr>
<tr><td>Employee wise details of options granted to:</td><td></td></tr>
<tr><td>(i) Key Managerial Personnel</td><td><table>
<tr><th>Name of Key Managerial Personnel</th><th>Date of grant</th><th>Number of options granted</th><th>Exercise price (₹)</th></tr>
<tr><td>Raman Chawla</td><td>December 19, 2021</td><td>152,160</td><td>197.16</td></tr>
<tr><td>Archana Maini</td><td>December 19, 2021</td><td>40,576</td><td>197.16</td></tr>
</table></td></tr>
<tr><td>(ii) Any other employee who receives a grant in any one year of options amounting to 5% or more of the options granted during the year</td><td><table>
<tr><th>Name of Employee</th><th>Date of grant</th><th>Number of options granted</th><th>Exercise price (₹)</th></tr>
</table></td></tr>
</table>

<table>
<tr><th>Particulars</th><th>Details</th></tr>
<tr><td></td><td><table>
<tr><td>Piyush Singh</td><td>December 19, 2021</td><td>253,600</td><td>197.16</td></tr>
<tr><td>Surendar Bansal</td><td>December 19, 2021</td><td>126,800</td><td>197.16</td></tr>
<tr><td>Raghu Narayanan</td><td>December 19, 2021</td><td>101,440</td><td>197.16</td></tr>
<tr><td>Uplaksh Tewary</td><td>December 19, 2021</td><td>60,864</td><td>197.16</td></tr>
</table></td></tr>
<tr><td>(iii) Identified Employees who were granted options during any one year equal to or exceeding 1% of the issued capital (excluding outstanding warrants and conversions) of the Company at the time of grant</td><td>NIL</td></tr>
<tr><td>Fully diluted earnings per share on a pre-Offer basis pursuant to the issue of Equity Shares on exercise of options calculated in accordance with IND AS 33 ‘Earnings Per Share’</td><td>NA</td></tr>
<tr><td>Difference between employee compensation cost calculated using the intrinsic value of stock options and the employee compensation cost that shall have been recognised if the Company had used fair value of options and impact of this difference on profits and EPS of the Company</td><td>-</td></tr>
<tr><td>Description of the pricing formula and the method and significant assumptions used to estimate the fair value of options granted during the year including, weighted average information, namely, risk-free interest rate, expected life, expected volatility, expected dividends, and the price of the underlying share in the market at the time of grant of option
(₹ 5 Face Value)</td><td>The fair value of the employee stock options have been derived using the Black-Scholes Model

Significant assumptions are listed below:
<table>
<tr><th>Method of option valuation</th><th></th></tr>
<tr><td>Fair value of the underlying Equity Share at the time of grant of option (₹) (Face Value ₹ 5)</td><td>206.48</td></tr>
<tr><td>Exercise Price per Equity Share (₹) (Face Value ₹ 5)</td><td>197.16</td></tr>
<tr><td>Life of the options granted (vesting and exercise period) (in years).</td><td>3.5 years</td></tr>
<tr><td>Expected Volatility (%)</td><td>44.95%</td></tr>
<tr><td>Dividend yield (%)</td><td>0.0%</td></tr>
<tr><td>Risk free rate (%)</td><td>6.40%</td></tr>
</table></td></tr>
<tr><td>Impact on the profits and on the Earnings Per Share of the last three years if the accounting policies specified in the Securities and Exchange Board of India (Share Based Employee Benefits) Regulations, 2014 or Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 had been followed, in respect of options granted in the last three years</td><td>Employee stock options granted under 2021 ESOP Scheme - VP are accounted for under the Indian Accounting Standard (Ind AS) 102 Share based payments. The same is in accordance with the SEBI ESOP Regulations. Since the accounting policies complied with SEBI ESOP Regulations, there is no impact.</td></tr>
</table>

Particulars	Details
Intention of key managerial personnel and whole-time directors who are holders of Equity Shares allotted on exercise of options to sell their shares within three months after the listing of Equity Shares pursuant to the Offer	NIL
Intention to sell Equity Shares arising out of the ESOP Plan or allotted under the ESOP Plan within three months after the listing of Equity Shares by directors, senior managerial personnel and employees having Equity Shares arising out of the ESOP Plan, amounting to more than 1% of the issued capital (excluding outstanding warrants and conversions)	NIL

13. Except for our Promoters and Chief Financial Officer, none of the Directors or Key Managerial Personnel of our Company hold any Equity Shares in our Company. For details, see "*Our Management – Shareholding of Directors in our Company*" and "*Our Management – Shareholding of the Key Managerial Personnel*" on pages 211 and 223 respectively.

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

15. Except for the Promoter Selling Shareholders who are offering Equity Shares in the Offer for Sale, none of the members of our Promoter Group will participate in the Offer.

16. The BRLMs and persons related to the BRLMs or Syndicate Members cannot apply in the Offer under the Anchor Investor Portion, except for Mutual Funds sponsored by entities which are associates of the BRLMs, or insurance companies promoted by entities which are associates of the BRLMs or a FPI (other than individuals, corporate bodies and family offices) sponsored by entities which are associates of the BRLMs.

17. Except for the employee stock options allotted or granted pursuant to the ESOP Schemes, there are no outstanding warrants, options or rights to convert debentures, loans or other convertible instruments into Equity Shares as on the date of this Draft Red Herring Prospectus.

18. All transactions in Equity Shares by our Promoters and members of our Promoter Group between the date of filing of this Draft Red Herring Prospectus and the date of closing of the Offer shall be reported to the Stock Exchanges within 24 hours of such transactions.

19. The Promoters and members of our Promoter Group will not receive any proceeds from the Offer, except to the extent of their participation as Selling Shareholders in the Offer for Sale.

20. At any given time, there shall be only one denomination of the Equity Shares of our Company, unless otherwise permitted by law.

21. Our Company shall comply with such disclosure and accounting norms as may be specified by SEBI from time to time.

SECTION V – PARTICULARS OF THE OFFER

OBJECTS OF THE OFFER

The objects of the Offer are to achieve the benefits of listing the Equity Shares on the Stock Exchanges and the offer for sale of up to 51,000,000 Equity Shares by the Selling Shareholders in the Offer, up to aggregating to ₹ [●] million. For details of the Offer, see "*The Offer*" on page 63. For details of Offered Shares from each Selling Shareholder, see "*Other Regulatory and Statutory Disclosures*" on page 352.

Further, the listing of Equity Shares will enhance our Company's brand name and provide liquidity to the existing Shareholders. Our Company expects that the proposed listing will also provide a public market for the Equity Shares in India. The Selling Shareholders will be entitled to the entire proceeds of the Offer after deducting the Offer expenses and relevant taxes thereon. Our Company will not receive any proceeds from the Offer.

Offer expenses

The Offer expenses are estimated to be approximately ₹ [●] million. The Offer expenses comprises of, among other things, listing fee, underwriting fee, selling commission and brokerage, fee payable to the Book Running Lead Managers, legal counsel, Registrar to the Offer, Escrow Collection Bank, processing fee to the SCSBs for processing ASBA Forms submitted by ASBA Bidders procured by the Syndicate and submitted to SCSBs, brokerage and selling commission payable to Registered Brokers, RTAs and CDPs, fees payable to the Sponsor Banks for Bids made by RIBs using UPI mechanism, printing and stationery expenses, advertising and marketing expenses and all other incidental expenses for listing the Equity Shares on the Stock Exchanges.

Other than (a) listing fees, any costs incurred in issuing corporate advertisements (i.e. any corporate advertisements consistent with past practises of the Company and not including any fee paid to any marketing or advertising agency, for marketing and advertisements, appointed by the Company in connection with the Offer), and auditor fees for annual audit each of which shall be borne by the Company, and (b) fees and expenses in relation to the legal counsel to the Selling Shareholders which shall be borne by the respective Selling Shareholders severally and not jointly, all costs, charges, fees and expenses associated with and incurred in connection with the Offer, issue advertising, printing, road show expenses, accommodation and travel expenses, stamp, transfer, issuance, documentary, registration, costs for execution and enforcement of this Agreement, Registrar's fees, fees to be paid to the BRLMs, fees and expenses of legal counsel to the Company and the BRLMs, fees and expenses of the auditors, fees to be paid to Sponsor Banks, SCSBs (processing fees and selling commission), brokerage for Syndicate Members, commission to Registered Brokers, Collecting DPs and Collecting RTAs, and payments to consultants, and advisors, shall be shared among each of the Selling Shareholders severally and not jointly, in proportion to the number of Equity Shares sold by each of the Selling Shareholders through the Offer for Sale in compliance with applicable law and in the manner as agreed in the Offer Agreement. Further, in the event the Offer is postponed or withdrawn or abandoned for any reason by way of mutual agreement between the Company and the Selling Shareholders or the Offer is not successful, all costs and expenses with respect to the Offer shall be borne by the Company.

The break-up for the estimated Offer expenses are as follows:

Activity	Estimated expenses (1) (₹ in million)	As a % of total estimated Offer related expenses (1)	As a % of Offer size (1)
Fees payable to the Book Running Lead Managers and commissions (including underwriting commission, brokerage and selling commission)	[●]	[●]	[●]
Selling commission payable to SCSBs for Bids directly procured by them and processing fees payable to SCSBs for Bids (other than Bids submitted by RIBs using the UPI Mechanism) procured by the members of the Syndicate, the Registered Brokers, CRTAs or CDPs and submitted to SCSBs for blocking, Bankers to the Offer, fees payable to the Sponsor Bank for Bids made by RIBs (2)(3)	[●]	[●]	[●]
Selling commission and uploading charges payable to members of the Syndicate (including their Sub-Syndicate Members), RTAs, CDPs and	[●]	[●]	[●]

Activity	Estimated expenses [1] (₹ in million)	As a % of total estimated Offer related expenses [1]	As a % of Offer size [1]
Registered Brokers [4][5][6]			
Processing fees payable to the Sponsor Bank [6]	[●]	[●]	[●]
Fees payable to Registrar to the Offer	[●]	[●]	[●]
Printing and stationery expenses	[●]	[●]	[●]
Advertising and marketing expenses	[●]	[●]	[●]
Listing fees, SEBI fees, BSE and NSE processing fees, book-building software fees, and other regulatory expenses	[●]	[●]	[●]
Fees payable to legal counsel	[●]	[●]	[●]
Miscellaneous	[●]	[●]	[●]
Total estimated Offer expenses	[●]	[●]	[●]

(1) *The Offer expenses will be incorporated in the Prospectus on finalization of the Offer Price.*

(2) *Selling commission payable to the SCSBs on the portion for RIBs and Non-Institutional Bidders which are directly procured and uploaded by the SCSBs, would be as follows:*

*Portion for RIBs**	*[●]% of the Amount Allotted (plus applicable taxes)*
Portion for Eligible Employees	*[●]% of the Amount Allotted (plus applicable taxes)*
*Portion for Non-Institutional Bidders**	*[●]% of the Amount Allotted (plus applicable taxes)*

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

Selling commission payable to the SCSBs will be determined on the basis of the bidding terminal ID as captured in the bid book of BSE or NSE. No additional processing fees shall be payable to the SCSBs on the applications directly procured by them.

(3) *No processing fees shall be payable by the Selling Shareholders to the SCSBs on the applications directly procured by them.*

Processing / uploading fees payable to the SCSBs on the portion for RIBs and Non-Institutional Bidders which are procured by the members of the Syndicate / sub-Syndicate / Registered Broker / RTAs / CDPs and submitted to SCSB for blocking, would be as follows:

*Portion for RIBs**	*[●]% of the Amount Allotted (plus applicable taxes)*
Portion for Eligible Employees	*[●]% of the Amount Allotted (plus applicable taxes)*
*Portion for Non-Institutional Bidders**	*[●]% of the Amount Allotted (plus applicable taxes)*

(4) *Selling commission on the portion for RIBs (using the UPI Mechanism), Eligible Employees, Non-Institutional Bidders which are procured by members of the Syndicate (including their sub-Syndicate Members), RTAs and CDPs or for using 3-in-1 type accounts- linked online trading, demat & bank account provided by some of the brokers which are members of Syndicate (including their Sub-Syndicate Members) would be as follows:*

Portion for RIBs	*[●]% of the Amount Allotted* (plus applicable taxes)*
Portion for Eligible Employees	*[●]% of the Amount Allotted (plus applicable taxes)*
Portion for Non-Institutional Bidders	*[●]% of the Amount Allotted* (plus applicable taxes)*

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

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

Uploading charges payable to members of the Syndicate (including their sub-Syndicate Members), RTAs and CDPs on the applications made by RIBs using 3-in-1 accounts and Non-Institutional Bidders which are procured by them and submitted to SCSB for blocking or using 3-in-1 accounts, would be as follows: ₹[●] plus applicable taxes, per valid application bid by the Syndicate (including their sub-Syndicate Members), RTAs and CDPs.

The selling commission and bidding charges payable to Registered Brokers, the RTAs and CDPs will be determined on the basis of the bidding terminal id as captured in the Bid Book of BSE or NSE.

(5) *Selling commission/ uploading charges payable to the Registered Brokers on the portion for RIBs procured through UPI Mechanism and Non-Institutional Bidders which are directly procured by the Registered Broker and submitted to SCSB for processing, would be as follows:*

*Portion for RIBs**	*₹ [●] per valid application (plus applicable taxes)*
Portion for Eligible Employees	*₹ [●] per valid application (plus applicable taxes)*
*Portion for Non-Institutional Bidders**	*₹ [●] per valid application (plus applicable taxes)*

* *Based on valid applications*

(6) *Uploading charges/ Processing fees for applications made by RIBs using the UPI Mechanism would be as under:*

Payable to members of the Syndicate (including their sub-Syndicate Members)/ RTAs / CDPs	*₹ [●] per valid application (plus applicable taxes)*
Payable to Sponsor Bank	*₹ [●] per valid application (plus applicable taxes)* *The Sponsor Bank shall be responsible for making payments to the third parties such as remitter bank, NPCI and such other parties as required in connection with the performance of its duties under applicable SEBI circulars, agreements and other Applicable Laws*

All such commissions and processing fees set out above shall be paid as per the timelines in terms of the Syndicate Agreement and Escrow and Sponsor Bank Agreement.

The processing fees for applications made by Retail Individual Bidders using the UPI Mechanism may be released to the remitter banks (SCSBs) only after such banks provide a written confirmation on compliance with SEBI Circular No: SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021 read with SEBI Circular No: SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021.

Monitoring utilization of funds from the Offer

Since the Offer is an offer for sale and our Company will not receive any proceeds from the Offer, our Company is not required to appoint a monitoring agency for the Offer.

Other confirmations

Except to the extent of any proceeds received pursuant to the sale of the Offered Shares by the Promoter Selling Shareholders, there is no proposal whereby any portion of the Offer Proceeds will be paid to our Promoters, Promoter Group, Directors or Key Managerial Personnel, except in the ordinary course of business.

BASIS FOR THE OFFER PRICE

The Offer Price will be determined by our Company and TPG Growth III SF Pte. Ltd., in consultation with the Book Running Lead Managers, on the basis of assessment of market demand for the Equity Shares offered through the Book Building Process and on the basis of the qualitative and quantitative factors as described below. The face value of the Equity Shares is ₹ 5 and the Offer Price is [●] times the face value at the lower end of the Price Band and [●] times the face value at the higher end of the Price Band. The financial information included herein is derived from our Restated Consolidated Financial Information. Prospective investors should also refer to "*Our Business*", "*Risk Factors*", "*Financial Statements*", "*Management's Discussion and Analysis of Financial Position and Results of Operations*" and "*Other Financial Information*" on pages 152, 27, 234, 307 and 301, respectively, to have an informed view before making an investment decision.

Qualitative factors

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

- India's largest sports and athleisure footwear brand and fastest growing scaled sports and athleisure footwear brand with a robust product portfolio across the demand spectrum (*Source: Technopak Report*);
- Sustained focus on design and product innovation facilitating access to the latest global trends and styles through our fashion forward approach;
- Difficult to replicate integrated manufacturing capabilities supported by robust supply chain;
- Strong brand recognition, innovative branding and marketing approach; and
- Our experienced management team

For further details, see "*Our Business – Our Strengths*" on page 161.

Quantitative factors

Some of the information presented below relating to our Company is based on the Restated Consolidated Financial Information. For details, see "*Financial Statements*" on page 234.

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

I. Basic and diluted earnings per share ("EPS")

Fiscal Year ended	Basic EPS (in ₹)(1)	Diluted EPS (in ₹)(2)	Weight
March 31, 2021	0.88	0.88	3.00
March 31, 2020	2.05	2.05	2.00
March 31, 2019	1.28	1.28	1.00
Weighted Average	1.34	1.34	-
Six months ended September 30, 2021*	1.02	1.02	

** Not annualised.*

(1) *Basic EPS (₹) = Profit/(loss) for the year/period attributable to equity shareholders of the Company divided by total weighted average number of equity shares outstanding at the end of the year/period .*

(2) *Diluted EPS (₹) = Profit/(loss) for the year/period attributable to equity shareholders of the Company divided by total weighted average number of equity shares outstanding at the end of the year/period .*

Notes:

1. *Basic and diluted earnings per share are computed in accordance with Indian Accounting Standard 33 'Earnings per Share', notified accounting standard by the Companies (Indian Accounting Standards) Rules of 2015 (as amended).*
2. *Weighted average number of shares is the number of Equity Shares outstanding at the beginning of the period adjusted by the number of shares issued during the period multiplied by the time weighting factor. The time weighting factor is the number of days for which the specific shares are outstanding as a proportion of total number of days during the period.*
3. *The above statement should be read with significant accounting policies and notes on Restated Consolidated Financial Information as appearing in the Restated Consolidated Financial Information.*
4. *Subsequent to September 30, 2021, there is split in face value of equity share from ₹ 10 to ₹ 5 each held on record date. These changes have been considered retrospectively for the purpose of calculation of the basic and diluted earnings per equity share.*

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

Particulars	P/E at the Floor Price (number of times)	P/E at the Cap Price (number of times)
Based on basic EPS for Fiscal 2021	[●]	[●]
Based on diluted EPS for Fiscal 2021	[●]	[●]

Industry Peer Group P/E ratio

Particulars	Industry P/E (number of times)
Highest	104.93
Lowest	N.A.
Average	104.93

Notes:

(1) The industry high and low has been considered from the industry peer set provided later in this chapter. The industry composite has been calculated as the arithmetic average P/E of the industry peer set disclosed in this section. For further details, see "– Comparison with listed industry peers" on page 103

(2) The industry P/E ratio mentioned above is as on financial year ended March 31, 2021.

(3) Since P/E Ratio of one of the peers cannot be calculated, hence lowest and industry composite P/E ratio cannot be derived.

III. Average Return on Net Worth ("RoNW")

Derived from Restated Consolidated Financial Information:

Fiscal Year ended	RoNW (%)(1)	Weight
March 31, 2021	8.60	3.00
March 31, 2020	21.63	2.00
March 31, 2019	19.04	1.00
Weighted Average	14.68	-
Six months ended September 30, 2021*	8.97*	

** Not annualised.*

(1) Return on Net Worth (%) = Restated profit / (loss) for the period / year as divided by Equity attributable to the owners of the Company, as at the end of the period / year.

Net Worth means equity attributable to owners of the Company as per the Restated Consolidated Financial Information.

IV. Net Asset Value per Equity Share

Fiscal year ended/ Period ended	NAV per Equity Share (₹)(1)
As on March 31, 2021	10.29
As on September 30, 2021	11.33
After the completion of the Offer:	
(i) At Floor Price	[●]
(ii) At Cap Price	[●]
Offer Price(2)	[●]

(1) Net Asset Value per Equity Share: Equity attributable to owners of the Company divided by weighted average numbers of equity shares outstanding during the year.

(2) Offer Price per Equity Share will be determined on conclusion of the Book Building Process

Note: Subsequent to September 30, 2021, there is split in face value of equity share from ₹ 10 to ₹ 5 each held on record date. These changes have been considered retrospectively for the purpose of calculation of the Net Asset Value per Equity Share.

V. Comparison with listed industry peers

Name of the company	Consolidated/ Standalone	Face value (₹ per share)	Closing price on December 20, 2021 (₹)	Total Income (in ₹ million)	EPS (₹)		NAV (₹ per share)	P/E	RoNW (%)
					Basic	Diluted			
Campus Activewear Limited	Consolidated	5.00	NA	7,150.80	0.88	0.88	10.29	NA	8.60
PEER GROUP									
Bata India Limited	Consolidated	5.00	1,808.90	18,025.65	(6.95)	(6.95)	136.79	N.A.	(5.08)
Relaxo Footwears Limited	Standalone	1.00	1,229.75	23,819.20	11.74	11.72	63.29	104.93	18.54

Source for Industry Peer information included above:

i. *Closing NSE price of these equity shares as on December 3, 2021 obtained from NSE website*
ii. *All the financial information for listed industry peers mentioned above is sourced from the annual results of the company for the year ended March 31, 2021.*
iii. *All the financial information for Campus Activewear Limited mentioned above is on a consolidated basis from the Restated Consolidated Financial Information for the year ended March 31, 2021.*
iv. *P/E Ratio has been computed based on the closing market price of equity shares on NSE on December 20, 2021 divided by the Diluted EPS provided*

The Offer Price of ₹ [●] has been determined by our Company and TPG Growth III SF Pte. Ltd. in consultation with the Book Running Lead Manager, on the basis of market demand from investors for Equity Shares, as determined through the Book Building Process, and is justified in view of the above qualitative and quantitative parameters. Prospective investors should read the above mentioned information along with "*Risk Factors*", "*Our Business*", "*Management's Discussion and Analysis of Financial Position and Results of Operations*" and "*Financial Statements*" on pages 27, 152, 307 and 234, respectively, to have a more informed view. The trading price of the Equity Shares could decline due to the factors mentioned in the "*Risk Factors*" and you may lose all or part of your investments.

STATEMENT OF POSSIBLE SPECIAL TAX BENEFITS

The Board of Directors
Campus Activewear Limited (formerly known as "Campus Activewear Private Limited ")
D-1, Udyog Nagar
New Delhi - 110041

Date:

Subject: Statement of possible special tax benefits ("the Statement") available to Campus Activewear Limited (formerly known as "Campus Activewear Private Limited ") ("the Company"), its shareholders and its material subsidiary prepared in accordance with the requirement under Schedule VI – Part A - Clause (9) (L) of Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 ("the ICDR Regulations")

This report is issued in accordance with the Engagement Letter dated 5 October 2021.

We hereby report that the enclosed Annexure II prepared by the Company, initialed by us for identification purpose, states the possible special-tax benefits available to the Company, its shareholders and its material subsidiary, which is defined in Annexure I (**List of Material Subsidiary Considered As Part Of The Statement**), under direct and indirect taxes (together "**the Tax Laws**"), presently in force in India as on the signing date, which are defined in Annexure I. These possible special tax benefits are dependent on the Company, its shareholders and its Material Subsidiary fulfilling the conditions prescribed under the relevant provisions of the Tax Laws. Hence, the ability of the Company, its shareholders and its Material Subsidiary to derive these possible special tax benefits is dependent upon their fulfilling such conditions, which is based on business imperatives the Company and its Material Subsidiary may face in the future and accordingly, the Company, its shareholders and its Material Subsidiary may or may not choose to fulfill.

The benefits discussed in the enclosed Annexure II cover the possible special tax benefits available to the Company, its shareholders and its Material Subsidiary and do not cover any general tax benefits available to the Company, its shareholders and its Material Subsidiary. Further, the preparation of the enclosed Annexure II and its contents is the responsibility of the Management of the Company. We were informed that 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 proposed initial public offering of equity shares of the Company (the "**Proposed Offer**") particularly in view of the fact that certain recently enacted legislation may not have a direct legal precedent or may have a different interpretation on the possible special tax benefits, which an investor can avail. Neither we are suggesting nor advising the investors to invest money based on the Statement.

We conducted our examination in accordance with the "Guidance Note on Reports or Certificates for Special Purposes (Revised 2016)" (the "**Guidance Note**") issued by the Institute of Chartered Accountants of India. The Guidance Note requires that we comply with ethical requirements of the Code of Ethics issued by the Institute of Charted Accountants of India.

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.

We do not express any opinion or provide any assurance as to whether:

i) the Company, its shareholders and its Material Subsidiary will continue to obtain these possible special tax benefits in future; or

ii) the conditions prescribed for availing the possible special tax benefits where applicable, have been/would be met with.

The contents of the enclosed Annexures are based on the information, explanation and representations obtained from the Company and its Material Subsidiary, and on the basis of our understanding of the business activities and operations of the Company and its Material Subsidiary.

Our views expressed herein are based on the facts and assumptions indicated to us. No assurance is given that the revenue authorities/ courts will concur with the views expressed herein. Our views are based on the existing provisions of the Tax Laws 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. We shall not be liable to the Company for any claims, liabilities or expenses relating to this assignment except to the extent of fees relating to this assignment, as finally judicially determined to have resulted primarily from bad faith or intentional misconduct. We will not be liable to the Company and any other person in respect of this Statement, except as per applicable law.

We hereby give consent to include this Statement in the Draft Red Herring Prospectus, Red Herring Prospectus, the Prospectus and submission of this statement to the Securities and Exchange Board of India, the stock exchanges where the Equity Share of the Company are proposed to be listed, the relevant Registrar of Companies in India and in any other material used in connection with the Proposed Offer, and it is not to be used, referred to or distributed for any other purpose without our prior written consent.

For **B S R & Associates LLP**
Chartered Accountants
Firm's Registration No.: 116231W/W-100024

Ashwin Bakshi
Membership No: 506777
UDIN: 21506777AAAABF5548

Place: New Delhi
Date: 24 December 2021

ANNEXURE I

LIST OF DIRECT AND INDIRECT TAX LAWS ('TAX LAWS')

Sr. No:	Details of tax laws
1.	Income-tax Act, 1961 and Income-tax Rules, 1962
2.	Central Goods and Services Tax Act, 2017
3.	Integrated Goods and Services Tax Act, 2017
4.	State Goods and Services Tax Act, 2017

LIST OF MATERIAL SUBSIDIARIES CONSIDERED AS PART OF THE STATEMENT (Note 1)

1. Campus AI Private Limited ('Material Subsidiary')

Note 1: Material subsidiaries identified in accordance with the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, include a subsidiary whose income or net worth in the immediately preceding year (i.e. 31 March 2021) exceeds 10% of the consolidated income or consolidated net worth respectively, of the holding company and its subsidiaries in the immediate preceding year.

ANNEXURE II

STATEMENT OF POSSIBLE SPECIAL TAX BENEFITS AVAILABLE TO CAMPUS ACTIVEWEAR LIMITED ("THE COMPANY") AND ITS SHAREHOLDERS AND ITS MATERIAL SUBSIDIARY UNDER THE APPLICABLE DIRECT AND INDIRECT TAXES ("TAX LAWS")

Outlined below are the Possible Special Tax Benefits available to the Company, its shareholders and its Material Subsidiary under the Tax Laws. These Possible Special Tax Benefits are dependent on the Company, its shareholders and its Material Subsidiary fulfilling the conditions prescribed under the Tax Laws. Hence, the ability of the Company and its shareholders and its Material Subsidiary to derive the Possible Special Tax Benefits is dependent upon fulfilling such conditions, which are based on business imperatives it faces in the future, it may or may not choose to fulfill.

UNDER THE TAX LAWS

A. *Special tax benefits available to the Company*

1. Lower corporate tax rate under section 115BAA of the Income-tax Act, 1961 ('the Act')

Section 115BAA has been inserted in the Act w.e.f. 1 April 2020 (A.Y. 2020-21). Section 115BAA of the Act grants an option to a domestic Company to be governed by the section from a particular assessment year. If a Company opts for section 115BAA of the Act, it can pay corporate tax at a reduced rate of 25.168% (22% plus surcharge of 10% and education cess of 4%). Section 115BAA of the Act further provides that domestic Companies availing the said option will not be required to pay Minimum Alternate Tax ('MAT') on their 'book profits' under section 115JB of the Act.

However, such a company will no longer be eligible to avail specified exemptions / incentives under the Act and will also need to comply with the other conditions specified in section 115BAA of the Act. Also, if a Company opts for section 115BAA of the Act, the tax credit (under section 115JAA of the Act), if any, which it is entitled to on account of MAT paid in earlier years, will no longer be available. Further, it shall not be allowed to claim set-off of any brought forward loss arising to it on account of additional depreciation and other specified incentives.

The Company has not opted to apply section 115BAA of the Act for Financial Year 2020-21. Once the Company decides to opt for applicability of concessional tax rate, it would not be eligible to claim below deduction and MAT credit.

2. Deductions from Gross Total Income

Section 80G of the Act: Deductions in respect of donations

Subject to conditions prescribed in the Act, the Company is entitled to claim deduction, under the provisions of Section 80G of the Act, of an amount equal to hundred per cent or fifty percent (as applicable as per the provisions of the Act) of the amount of donations made by the Company in the relevant previous year.

However, where the Company opts for special rate of tax under section 115BAA of the Act, such deduction shall not be allowed in computation of total income in the relevant previous year.

B. *Special tax benefits available to Shareholders*

As per section 112A of the Act, long-term capital gains arising from transfer of an equity share, or a unit of an equity oriented fund or a unit of a business trust shall be taxed at 10% (without indexation) of such capital gains subject to fulfillment of prescribed conditions under the Act as well as per Notification No. 60/2018/F. No.370142/9/2017-TPL dated 1 October 2018. It is worthwhile to note that tax shall be levied where such capital gains exceed INR 100,000.

As per section 111A of the Act, short term capital gains arising from transfer of an equity share, or a unit of an equity oriented fund or a unit of a business trust shall be taxed at 15% subject to fulfillment of prescribed conditions under the Act.

In respect of non-resident shareholders, the tax rates and the consequent taxation shall be further subject to any benefits available under the applicable Double Taxation Avoidance Agreement, if any, between India and the country in which the non-resident has fiscal domicile.

Except for the above, the Shareholders of the Company are not entitled to any other special tax benefits under the Act.

C. ***Special tax benefits available to Material Subsidiary***

There are no special tax benefits available to the Material Subsidiary under the Tax Laws.

NOTES:

1. The above is as per the current Tax Laws.

2. The above Statement of possible special tax benefits sets out the provisions of Tax Laws in a summary manner only and is not a complete analysis or listing of all the existing and potential tax consequences of the purchase, ownership and disposal of equity shares of the Company.

3. This Statement does not discuss any tax consequences in any country outside India of an investment in the equity shares of the Company. The shareholders / investors in any country outside India are advised to consult their own professional advisors regarding possible income tax consequences that apply to them under the laws of such jurisdiction.

For **CAMPUS ACTIVEWEAR LIMITED (formerly known as Campus Activewear Private Limited)**

Director

Place: New Delhi
Date: 24 December 2021

SECTION VI – ABOUT OUR COMPANY

INDUSTRY OVERVIEW

The information contained in this section is derived from a report titled "Report on Footwear Retail in India" dated December 18, 2021 prepared by Technopak, and exclusively commissioned and paid by our Company only for the purposes of the Offer. Industry sources and publications generally state that the information contained therein has been obtained from sources generally believed to be reliable, but their accuracy, completeness and underlying assumptions are not guaranteed and their reliability cannot be assured. Industry publications are also prepared based on information as at specific dates and may no longer be current or reflect current trends. Accordingly, investment decisions should not be based on such information. Forecasts, estimates, predictions, and other forward-looking statements contained in the Technopak Report are inherently uncertain because of changes in factors underlying their assumptions, or events or combinations of events that cannot be reasonably foreseen. Actual results and future events could differ materially from such forecasts, estimates, predictions, or such statements. In making any decision regarding the transaction, the recipient should conduct its own investigation and analysis of all facts and information contained in the prospectus and the recipient must rely on its own examination and the terms of the transaction, as and when discussed. *See "Certain Conventions, Use of Financial Information, Industry and Market Data and Currency of Presentation – Industry and Market Data" on page 15.* ***In this section, please note that numbers or multiples denoting (a) a 'lakh' is equal to 1,00,000 and 10 lakhs is equal to 1 million or one million; and (b) a 'crore' is equal to 10,000,000 and 100 lakhs or one crore is equal to 10 million.***

In this section, unless the context requires, references to "we", "us", "our" and similar terms are to Campus Activewear Limited, on a consolidated basis.

SECTION I: OVERVIEW OF THE INDIAN ECONOMY

INDIA GDP AND GDP GROWTH

Currently, India ranks sixth in the world in terms of nominal gross domestic product ("**GDP**") and is the third largest economy in the world in terms of purchasing power parity ("**PPP**"). India is estimated to be among the top three global economies in terms of nominal GDP by FY 2050. India is the fastest growing G20 economy since FY 2015.

The country wise GDP of key countries is given in the table below:

Exhibit 1: Country Wise GDP (US$ trillion)

Country	CY 2010	CY 2011	CY 2012	CY 2013	CY 2014	CY 2015	CY 2016	CY 2017	CY 2018	CY 2019	CY 2020	CY 2025P	CAGR (2020-2025)
USA	15	15.5	16.2	16.8	17.5	18.2	18.7	19.6	20.6	21.4	20.9	26.7	5.0%
China	6.1	7.6	8.5	9.6	10.5	11.1	11.2	12.3	13.9	14.3	14.7	22.5	8.9%
Japan	5.7	6.2	6.3	5.2	4.9	4.4	5.0	4.9	5.0	5.1	5.0	6.3	4.7%
Germany	3.4	3.7	3.5	3.7	3.9	3.4	3.5	3.7	4.0	3.9	3.8	5.1	6.1%
UK	2.5	2.7	2.7	2.8	3.1	2.9	2.7	2.6	2.9	2.8	2.7	3.8	7.1%
India*	0.9	1.0	1.2	1.4	1.7	1.7	1.9	2.3	2.4	2.7	2.6	4.2	10.1%
France	2.6	2.9	2.7	2.8	2.9	2.4	2.5	2.6	2.8	2.7	2.6	3.4	5.5%
Italy	2.1	2.3	2.1	2.1	2.2	1.8	1.9	2.0	2.1	2.0	1.9	2.4	4.8%
Canada	1.1	1.8	1.8	1.8	1.8	1.6	1.5	1.6	1.7	1.7	1.6	2.3	7.5%
Korean Republic	1.1	1.3	1.3	1.4	1.5	1.5	1.5	1.6	1.7	1.6	1.6	2.1	5.6%

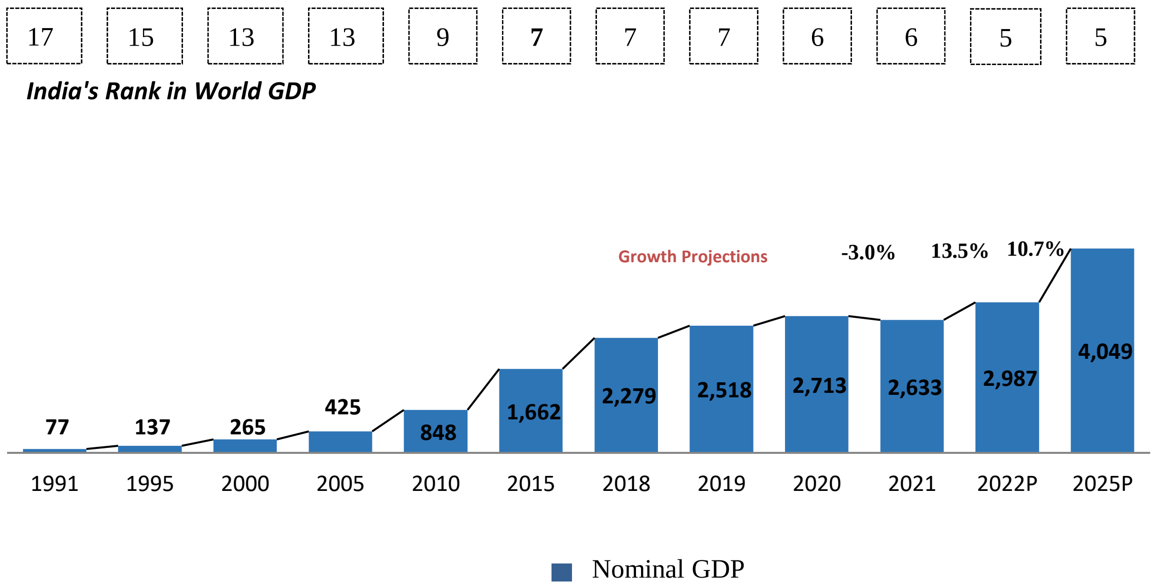
Source: India Data from RBI, up to 2019 data from World Bank, Future growth rate from OECD Data, Technopak Analysis
1US$ = ₹ 75 (for 2019 India numbers)
** For India, CY 2019 means FY 2020*

INDIA'S GDP GROWTH

Since FY2005, Indian economy's growth rate has been twice as that of the world economy and it is expected to sustain this growth momentum in the long term. In the wake of COVID-19, India's nominal GDP contracted in FY2021, but is expected to bounce back and reach US$ 4 trillion by FY2025 growing ~10.7% over FY2022-2025.

Several structural factors are likely to contribute to economic growth in the long run. These include favorable demographics, reducing dependency ratio, rapidly rising education levels, steady urbanization, growing young and working population, information technology revolution, increasing penetration of mobile and internet infrastructure, increasing aspirations and affordability etc.

Exhibit 2: India's Nominal GDP in FY (US$ billion)



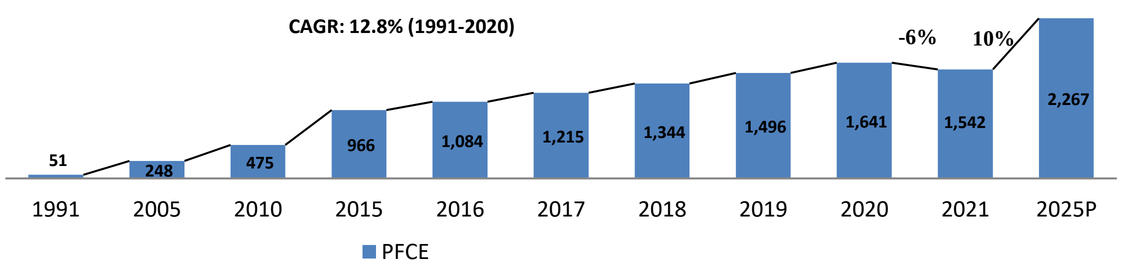
1 US$=₹ 75

DOMESTIC CONSUMPTION

High share of domestic consumption in Private Final Consumption Expenditure (PFCE)

India's share of domestic consumption, measured as private final consumption expenditure, in its GDP was approximately 60.5% in FY 2020. This private consumption expenditure includes final consumption expenditures of households and non-profit institutions serving households, and comprises both goods (food, lifestyle, home, pharmacy etc.) and services (food services, education, healthcare etc.). In comparison China's domestic consumption share to GDP in 2020 was 39.24%. High share of private consumption to GDP has the advantage of insulating India from volatility in the global economy. It also implies that sustainable economic growth directly translates into sustained consumer demand for goods and services. India's domestic consumption has grown at a CAGR of 11.1% between FY 2014 and FY 2019, compared to 4.3% and 8.2% in the United States and China, respectively.

Exhibit 3: India's Private Final Consumption Expenditure (In US$ billion)

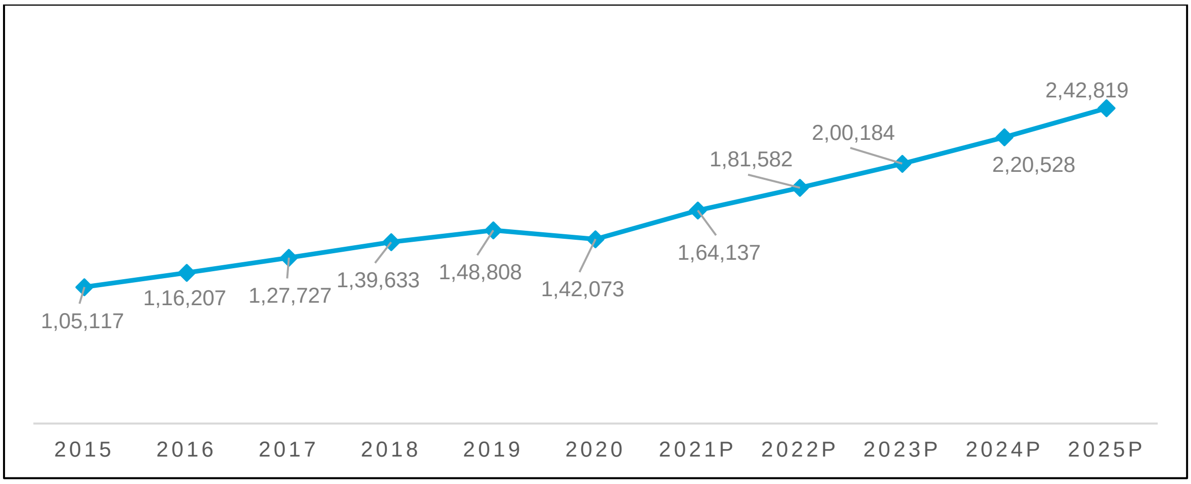


Source: Technopak Analysis, RBI Data; Year indicates FY

The annual growth rate for FY 1991-2005 was approximately 12% and this increased to approximately 14% for FY 2020. While consumption will suffer a setback in the short term, it is expected to reach to approximately US$ 2.27 trillion by FY 2025.

PER CAPITA INCOME GROWTH

Exhibit 4: India's GDP Per Capita (₹) (Current Prices)



Year indicates CY
Source: IMF projections
Note: Numbers for 2021-2025 are Provisional

The per capita income of India has been showing an increasing trend since 2012; growing at a healthy CAGR of approximately 10%, the per capita income reached ₹1,48,808 in CY 2019. Given the impact of COVID-19, it decreased to ₹1,42,073 in CY 2020. However, it is expected to bounce back to ₹1,64,137 in CY 2021 and continue its growth journey at a CAGR of 10.3% between CY 2021 and CY 2025.

GROWTH DRIVERS

India's medium to long term growth and its positive impact on private consumption will be determined by inter-play of demographics, urbanization, and policy reforms.

DEMOGRAPHIC PROFILE OF INDIA

Young population

India has one of the youngest populations globally compared to other leading economies. The total population of India is 1,394 million for FY 2021. The median age in India is estimated to be 28.1 years in 2021 as compared to 38.1 years and 37.4 years in the United States and China, respectively, and is expected to remain under 30 years until 2030.

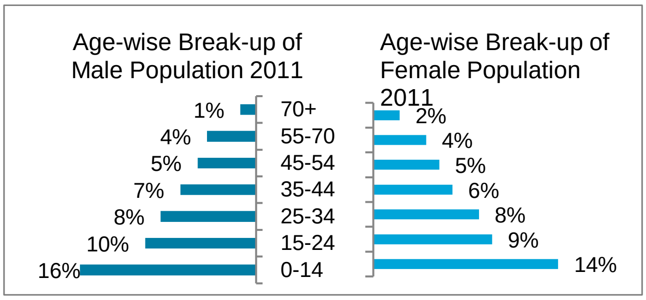
Exhibit 5: Median Age: Key Emerging and Developed Economies (CY 2021 Estimated)

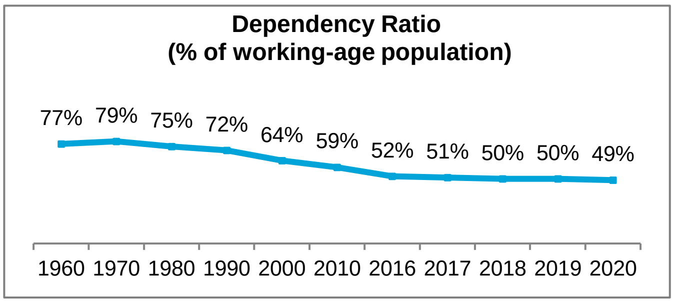
Country	India	China	USA	Singapore	Russia	Korea	Canada	UK
Median age (years)	28.1	37.4	38.1	34.6	39.6	41.8	42.2	40.5

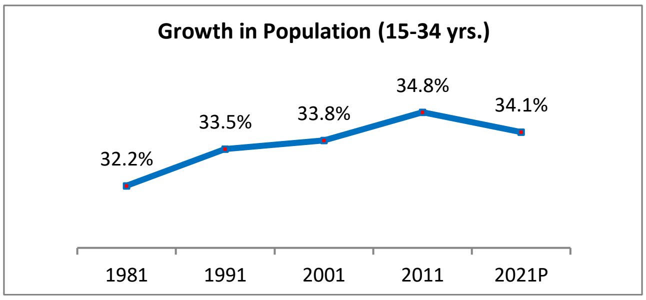
Source: World Population Review, Technopak Analysis

The size of India's young population is contributing to a decline in the dependency ratio (the ratio of dependent population size compared to the working-age population size (15 to 64 years of age), which has decreased from 64% in FY 2000 to 50% in FY 2018. This trend is expected to lead to rising income levels per household as well as higher levels of discretionary expenditure. A substantial rise in India's working age population from 36% in FY 2000 to 50% in FY 2019 is expected to continue sustaining the growth momentum of the Indian economy and lead to rising income levels in the long-term. The younger segment of the population is naturally pre-disposed to adopting new trends given their exposure to media and technology, which presents an opportunity for branded products and organized retail.

Exhibit 6: Age Dependency Ratio







Source: Census of India 2011, World Bank, MOSPI
Years mentioned are FY
Age wise break up of population is not adding up to 100% due to rounding off

Women Workforce

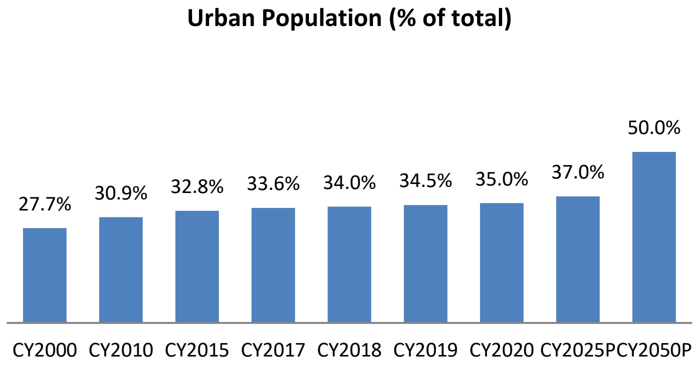
Numerous factors, including better health care and greater media focus are allowing women in India, in both urban and rural areas, to exercise greater influence on their families and society as a whole. The most important factor, however, is educational opportunity. Between 2005 and 2015, enrolment of girls in secondary education increased from 45.3% to 81% and in FY 2019 was higher than enrolment of boys. Higher education has also seen an increase in women enrolment, with almost 20% of women pursuing higher education studies compared to 22% of men.

These changes are expected to have a broad impact on societal factors, including workforce demographics and economic independence for women. The share of women workforce in the services sector has increased from 17.5% in CY 2010 to 28% in CY 2019. The overall share of working women increased from approximately 14% in 2000 to approximately 17.5% in 2010 and further to approximately 27% in 2018.

Urbanization

India has the second largest urban population in the world in absolute terms at 472 million in FY 2019, second only to China. However, only 34.5% of India's population is classified as urban compared to a global average of approximately 56%. It is the pace of India's urbanization that is a key trend to note for implication on India's economic growth. Currently urban population contributes 63% of India's GDP. Going forward, it is estimated that 37% (541 million) of India's population will be living in urban centers by FY 2025. Urban population is expected to contribute 55% of India’s GDP by FY 2025 and 70% by FY 2030. This is expected to continue with ~50% of India's population expected to be living in urban centers by 2050 and contributing ~80% of India's GDP.

Exhibit 7: Increasing Urbanization (Years in CY)



Source: World Bank, Technopak Analysis

Urbanization is also creating two trends that are impacting India's domestic consumption habits:

Growing Middle Class

The households with annual earnings between US$ 5,000-10,000 have grown at a CAGR of 10% between FY 2012-2020 and their number is projected to further double by 2025 from 2020 levels. The households with annual earnings between US$ 10,000-50,000 have grown at a CAGR of 20% between FY 2012-2020.

Increasing number of households with annual earnings of US$ 10,000 to US$ 50,000 has been leading to an increase in discretionary spending on food and beverages, apparel and accessories, luxury products, consumer durables and across other discretionary categories. The consumption pattern also has moved towards higher spend on branded products and through organised channels.

Exhibit 8: Household Annual Earning Details

Year (CY)	Total House Holds (in million)	Households with annual earning US$ 5,000 - 10,000 (million)	% of total Households	Households with annual earning US$ 10,000 –50,000 (million)	% share of total Households
2009	236	36	15.2%	11	4.7%
2012	254	60	23.8%	22	8.7%
2014	267	71	26.5%	27	10.2%
2015	274	85	30.9%	36	13.2%
2018	295	121	41.2%	86	29.3%
2020*	310	132	42.5%	95	30.6%

*Source: Economist Intelligence Unit, *Technopak Estimates*

Nuclearization

The growth in the number of households exceeds population growth, which indicates an increase in nuclearization in India. According to the 2011 census, 74% of urban households have five or less members, compared to 65% in 2001. It is expected that that smaller households with higher disposable income will lead to a greater expenditure in, among others, jewellery, fashion, home and living, packaged food and food services.

Increasing Disposable Income

Due to the growing number of middle- and higher-income households and rising per capita income, consumption of discretionary products is likely to grow. The World Economic Forum projects that high and upper-middle-income groups will grow from 25% in 2019 to 50% of household by 2030.

REFORMS: CRITICAL TO CREATE DEMAND STIMULUS

Structural reforms are critical to harness dividends of positive demographics and urbanization and there are risks if they fail to do so. In the last 10 years, government has pushed towards infrastructure investments in roads, railways, defense, and power; public-private partnerships; smart cities; skill development; widening of domestic manufacturing base and taxation needs to yield jobs for India's working population. This push also needs to deliver sustainable urbanization that provides affordable housing, improved public health metrics and mass transportation. Many of these interventions continue to be work in progress and outcome on these initiatives will deliver the advantages of urbanization and India's demographic dividend towards sustained growth of private consumption and its positive impact on discretionary purchases.

Make in India Campaign

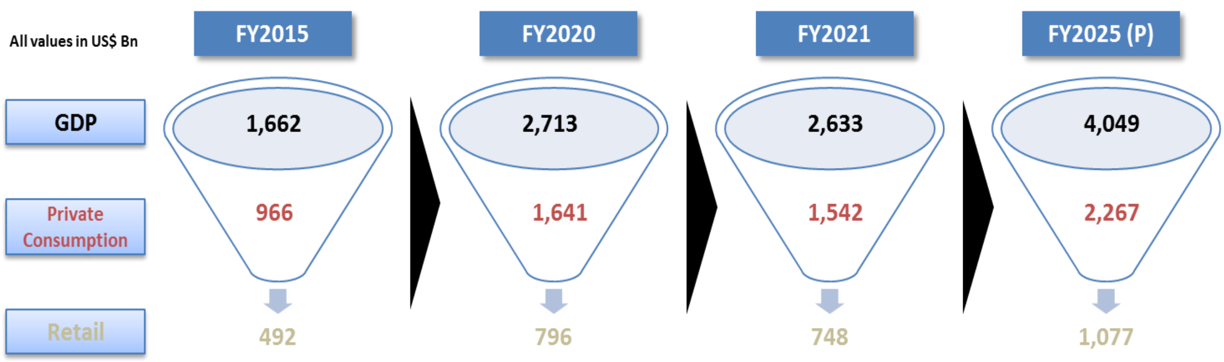
Government of India launched 'Make in India' campaign in 2014 to boost the manufacturing sector, promote foreign investments and reduce the dependency on imports with the primary goal of increasing the contribution of manufacturing sector to India's GDP to 25% by FY 2025. The government identified around twenty-five sectors where progress was possible in the short-term, and the likelihood of FDI was high. Some of the key sectors are leather, textiles, automobile and transportation, electrical and electronic systems, information technology, biotechnology, pharmaceuticals, energy, and tourism.

India footwear industry, being the 2nd largest producer of footwear globally, has benefitted tremendously with 100% FDI for leather products manufacturing via an automatic route. The government of India has also allowed 100% FDI in single-brand retail with a clause of 30% mandatory local sourcing. This, combined with the presence of multiple production centres in the form of Mega Leather Clusters (MLCs) with all required infrastructure, where investors can set up manufacturing units are some of the key reasons to invest in India. The preference for Indian footwear brands has also significantly increased due to the emergence of new and traditional brands keeping up with the latest trends. This has been possible due to an increased ease-of-manufacturing of Indian footwear industry.

SECTION II: RETAIL MARKET IN INDIA

The retail market in India was valued at US$ 796 billion (₹ 59,70,000 crore) in FY 2020 and is expected to grow at a CAGR of 6.23% to reach US$ 1,077 billion (₹ 80,77,500 crore) by FY 2025. Some of the factors that will contribute to its growth are growing incomes, increasing working age population, shrinking household size, urbanisation, heightened exposure through internet and the meteoric rise of e-commerce.

Exhibit 9: India's consumption funnel (in US$ billion)



1US$ = ₹ 75
Source: Technopak Analysis

Exhibit 10: Country Wise GDP & Retail contribution (US$ billion)

		USA	China	Germany	UK
CY2015	GDP	18,200	11,000	3,400	2,900
	Retail	4,900	3,900	554	590
CY2020	GDP	20,936	14,722	3,806	2,707
	Retail	5,506	5,130	610	553
CY2024	GDP	21,862	16,983	4,810	2,781
	Retail	5,581	5,815	769	559

		India
FY2016	GDP	1,745
	Retail	520
FY2021	GDP	2,633
	Retail	748
FY2025	GDP	4,049
	Retail	1,077

Source: Secondary Research, Technopak Analysis

RETAIL SIZE – OVERALL AND ACROSS KEY CATEGORIES

In FY 2020, India's retail basket was approximately 48.5% of its private consumption and it is expected to maintain roughly this share in private consumption for the next five years. The food and grocery ("**F&G**") segment forms the major share of India's merchandise retail expenditure (approximately 66%), it has jumped to approximately 73% amid the disruptions caused by COVID-19 in FY 2021. While other sectors in retail have contracted by 25-30% during FY 2021 due to the impact of COVID-19, need based categories like food and grocery and pharma retail have witnessed growth. However, the economic recovery post pandemic may lead to a swift bounce back for discretionary segments as well including apparel and accessories and footwear. Footwear retail market is expected to grow approximately at a CAGR of 8% during FY 20-25, and 22%% over FY21-25, being one of the fastest growing discretionary categories during FY21-25.

Exhibit 11: Share of various categories in overall Indian Retail Basket (in US$ billion)

	Categories	FY2015	FY2020	FY2021 (P)	FY2025 (P)	CAGR FY21-25
	Total Retail (US$ billion)	**492**	**796**	**748**	**1,077**	**9.50%**
Need based	Food and grocery	**492**	**796**	**748**	**1,077**	**9.50%**
	Pharmacy and wellness	66.60%	66.10%	73.30%	63.30%	5.60%
Discretionary	Apparel and accessories*	3.00%	2.90%	3.20%	3.30%	10.70%
	Jewellery	8.40%	8.30%	6.00%	9.30%	22.20%
	Consumer electronics	7.30%	7.50%	5.70%	8.40%	20.90%
	Home and living	5.90%	6.40%	5.70%	7.10%	15.90%
	Footwear	4.50%	4.30%	3.00%	4.40%	20.30%
	Others	1.30%	1.20%	0.90%	1.30%	21.60%
	Total	3.00%	3.30%	2.20%	2.90%	17.15%

**Accessories includes Bags, Belts, Watches and Wallets; Others include Books and Stationery, Toys, Eyewear, Sports Goods, Alcoholic Beverages and Tobacco etc.*
Source: Technopak analysis; Year Indicates FY, Note: 1US$ = ₹ 75

KEY GROWTH DRIVERS OF THE INDIAN RETAIL INDUSTRY

Growing youth, working age population and increasing propensity to spend

The median age of 28.1 in CY 2021(E) and workforce share of 50% of the population is suggestive of a large consuming youth population, consisting of both men and women, joining the workforce, and inclined to spend their earnings on aspirational lifestyle. Unlike the earlier generation, the youth is predisposed towards branded products and improved shopping experience and is continuously attempting to upgrade lifestyles.

Continuous exposure to content via television and smart phones

Exposure to content on television, OTT platforms, social media networking sites and other internet avenues are making consumers abreast with global fashion and retail trends. Brands are also leveraging these platforms to create seamless engagement with consumers. This exposure is elevating consumer's enthusiasm for lifestyle products and leading them to reconfigure their wardrobes and homes with different products for different occasions.

Availability of quality products across value segments

Focussed approach towards offering consistent quality at affordable prices has been driving growth in the lifestyle segment. The consistent delivery of this promise in tier II, III and IV cities has been aiding the transition of consumers from the unorganised traditional shops to the organised value retailers.

Growth in organised retail offering a great shopping experience

Entry of foreign brands, growth of organized retailers and proliferation of mall culture have conditioned the consumers to the idea of a robust shopping experience with air-conditioned environment, facility of trial rooms, wider product range, price transparency, quality assurance, on-floor service assistance.

Emergence of E-tailing

E-tail in India has witnessed a rapid growth trajectory and is expected to reach 9.6% (₹ 7,80,000 crore) of total retail by FY 2025 from its share of 4.6% in FY 2020 (₹ 2,77,500 crore), expected to grow at rate of 23%. Between FY 2015 and FY 2020, the e-commerce sales have grown at CAGR of 44%.

Retailers across categories are moving towards online channel to expand their offerings, to have a place in the 'Omni-channel Ecosystem' where all channels of retailing are essential to reach to the consumers. The dividing lines between offline and online retailing are blurring gradually, whereby consumers connect with brands through any medium of their preference. A purchase made by a consumer is often a mix of various mediums. E.g., A consumer searching online and reading reviews about a product before making a purchase decision, then going to an offline store to look and experience the product, and the eventual purchase could be through either of the channels. This makes presence across mediums essential of retailers to connect with the consumer at every touch point.

Increase in penetration of smart phones and low-cost internet data has led to a boost in online retailing. Several options of payment across various methods whether card, cash, wallets, and e-commerce transaction have gradually built comfort and security in the minds of the consumers. As the disposable income is increasing, and with increase in women employment, time paucity and convenience also led to the growth of e-commerce. COVID, accelerated these changes and made companies and consumers alike to adapt to the online medium.

KEY TRENDS

Consumers becoming more brand conscious

A fast-growing economy and burgeoning middle-class population exhibit a strong affinity towards branded products. Exposure to global trends and fast dissemination of information has fueled the aspiration to be associated with brands. Consumers also associate branded products with quality and performance. Besides the urban India, the rural India is also contributing significantly to the growth of acceptance of branded products.

Preference for Indian brands

Indian consumers increasingly want to buy products and brands that are made in India. Indian brands especially in the value segment have developed distribution capability to address the dispersed demand, product understanding and pricing framework for the Indian micro-markets. Indian brands also stand to gain where Indian sensibility in design and aesthetics or Indian value system rooted in nature and sustainability is the key selling proposition such as Good Earth and Fabindia in fashion lifestyle industry. Brands like Campus and Relaxo in the footwear retail Industry are also examples of this trend. Campus is one of the very few established Indian brands in a segment which is primarily dominated by international brands.

Impact of social media

Use of digital media as a marketing tool is being adopted by all key players. Its wider reach and relatively lower cost of customer conversion makes it a medium of choice. Adoption of social media by youth has given an opportunity to brands to reach the consumers directly through targeted campaigns.

Increasing spend on Health and Wellness

Health and wellness have become an important lever to drive premiumization, specially post COVID-19 as the consumer has become more aware about health and fitness. This trend pervades across all segments of consumption from food and grocery to lifestyle products and services. Sports and Athleisure products have benefited from increasing consumer interest in exercise and sporting activity because of the health and wellness trend, as well as the rising demand for comfort. It has become an important differentiator so much so that many businesses have pivoted around this platform.

Emergence of D2C brands

D2C is a strategy where companies sell their products directly to consumers, eliminate intermediaries. Brands engaging this approach distribute their products via their own channels such as their own e-commerce websites, other e-commerce platforms, social media, or own branded retail stores. The D2C model gives an advantage of taking the product to the consumer in a shorter period compared to traditional channels and gives an opportunity to directly engage with the consumers. Brands in all sectors of retail including FMCG, apparel and accessories, footwear, home and living, consumer durables are foraying into direct selling, either completely depending on it or complimenting it with other channels. In last few years, more than 800+ Indian brands have picked-up the D2C retail channel to market and distribute their product. Companies like Boat, Intex, i-Ball, and Portronics in consumer electronics; Country Delight, Licious, Emami, Mamaearth, and Paper Boat in FMCG; Sugar, Nykaa, Bewakoof in beauty and fashion; and Urban Ladder, SleepyCat, and Wakefit in home and living; Elevar sports, Neemans, Wrogn in footwear; Roadster, Harvard etc. in apparel — have adopted the D2C route to reach to their consumers. The US brand Allbirds with a recent IPO valuation of USD 2.1 billion exclusively operates in the D2C model, with approximately 89% of their US$ 219.3 million revenue (in 2020) coming from online channels.

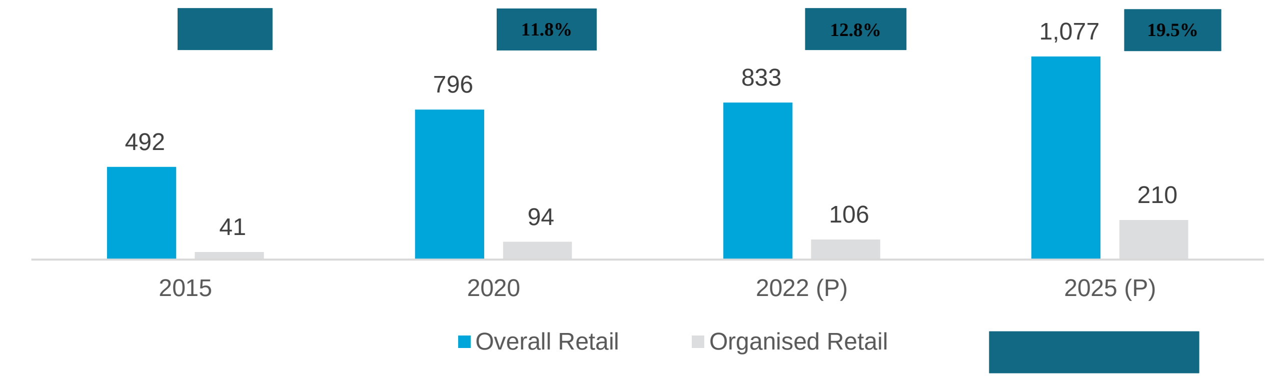
Premiumization

For nearly all retail segments, gradual escalation in Average Selling Prices (ASPs) contributes significantly to the growth of the segment along with growth in absolute volume. As the Indian consumption growth story continues, consumers remain in state of steady upgradation as corroborated by the response of businesses continuously creating demand for niche products, sub segments and premium versions of products from packaged food products to lifestyle products.

ORGANIZED RETAIL MARKET IN INDIA

While organized retail has been in India for 2 decades now, its contribution to total retail was low at 11.8% (US$ 94 billion) in FY 2020. The organized retail penetration is expected to increase to approximately 20% by FY 2025. Organised retail includes both modern brick and mortar retail (EBOs, MBOs, large format stores) and ecommerce (Own website and marketplaces).

Exhibit 12: Overall Retail Market (US$ billion)



Source: Technopak analysis, Organised Retail Penetration
B&M: Brick and mortar

PENETRATION OF ORGANIZED RETAIL ACROSS CATEGORIES

Currently, the Food and Grocery segment forms the major share of the retail market (approximately 66.1%). Food and Grocery will continue to be the dominant contributor in the retail market, however with a reduced 63.3% share in FY 2025. Apparel and Accessories, Jewellery and Consumer Electronics are the other three key categories which accounted 8.3%, 7.5% and 6.4% of retail respectively in 2020. All discretionary categories are expected to grow faster than the overall retail growth thereby contributing a higher share in the retail market in the coming 5 years.

Exhibit 13: Share of Organized Retail in various Retail Categories

	FY 2020				FY 2025 (P)				
	Share of Retail	Retail Size (US$ billion)	% of Organized Retail	Organized Market Size (US$ billion)	Share of Retail	Retail Size (US$ billion)	% of Organized Retail	Organized Market Size (US$ billion)	Key Retailers
Food and Grocery	66.10%	526	4.50%	23.7	63.30%	681	9.00%	61.3	Big Bazaar, DMart, Reliance Fresh
Jewellery	7.50%	60	32.00%	19.1	8.40%	91	40.00%	36.4	Tanishq, Kalyan
Apparel and Accessories*	8.30%	66	32.00%	21.1	9.30%	100	44.70%	44.7	Central, Shoppers Stop, Lifestyle,

	FY 2020				FY 2025 (P)				
	Share of Retail	**Retail Size (US$ billion)**	**% of Organized Retail**	**Organized Market Size (US$ billion)**	**Share of Retail**	**Retail Size (US$ billion)**	**% of Organized Retail**	**Organized Market Size (US$ billion)**	**Key Retailers**
									Westside, Zara, UCB, Titan
Footwear	1.20%	10	30.00%	2.7	1.30%	14	38.00%	5.3	Bata India, Metro Shoes, Khadim, Campus
Pharmacy and Wellness	2.90%	23	10.00%	2.3	3.30%	36	19.60%	7.1	Apollo, MedPlus
Consumer Electronics	6.40%	51	32.00%	16.3	7.10%	77	45.00%	34.5	Vijay Sales, Croma, Reliance Digital
Home and Living	4.30%	34	15.00%	5.1	4.40%	47	30.00%	14.1	Home Centre, Home Stop
Others	3.30%	26	14.00%	3.7	2.90%	31	22.00%	6.9	
Total	100%	796	11.80%	94	100%	1,077	19.50%	210	

**Accessories include Bags, Belts, Wallet and Watches*
Others include Books and Stationery, Toys, Eyewear, Sports Goods, Alcoholic Beverages and Tobacco etc.
Source: Technopak Analysis, Note: 1US$ = ₹ 75

Exhibit 14: Share of Brick and Mortar and E-commerce across Categories

	FY 2020					FY 2025 (P)				
	Share of Retail	**Retail Size (US$ billion)**	**Share of traditional retail**	**Share of B&M Retail**	**Share of E-commerce**	**Share of Retail**	**Retail Size (US$ billion)**	**Share of traditional retail**	**Share of B&M Retail**	**Share of E-Commerce**
Food and Grocery	66.10%	526	95.50%	4.00%	0.50%	63.20%	681.1	91.00%	5.00%	4.00%
Jewellery	7.50%	60	68.00%	28.00%	4.00%	8.40%	94.2	60.00%	33.00%	7.00%
Apparel and Accessories*	8.30%	66	68.00%	14.50%	17.50%	9.30%	96.4	55.00%	23.00%	22.00%
Footwear	1.20%	10	70.00%	14.00%	16.00%	1.30%	14	62.00%	16.00%	22.00%
Pharmacy and Wellness	2.90%	23	90.00%	7.80%	2.20%	3.30%	36.3	80.40%	11.20%	8.40%
Consumer Electronics	6.40%	51	68.00%	4.70%	27.30%	7.10%	76.6	55.00%	9.00%	36.00%
Home and Living	4.30%	34	85.00%	7.70%	7.30%	4.40%	47	70.00%	11.00%	19.00%
Others	3.30%	26	86.00%	5.30%	8.70%	3.10%	31.4	78.00%	11.00%	11.00%
Total	100%	796				100%	1,077			

**Accessories include Bags, Belts, Wallets and Watches*
Source: Technopak Analysis, Note: 1US$ = ₹ 75

SECTION III: Global Sports and Athleisure Market

GLOBAL PERSPECTIVE OF SPORTS AND ATHLEISURE RETAIL MARKET

The global sports and athleisure market is projected to grow at a CAGR of 6-8% during the next five years. It broadly comprises of apparel, footwear, and gears. While USA is said to be the largest market for this segment, the Asia Pacific countries are expected to be the fastest growing markets in the coming 5 years.

Rising health and self-consciousness, desire to lead active lifestyles and to be fit, is encouraging consumers to incorporate sports and fitness activities into their daily routine. This increased participation which has led to a change in market dynamics, leading to an increased demand for athleisure products.

Sports Participation Rate

Approximately 33-35% of the world's population is estimated to regularly participating in some or the other form of sports. There has been increasing participation in sports across the world. From global sporting events like Olympics to Wimbledon or FIFA World Cup to ICC Cricket World Cup, global sporting events have often been the centre for cultural connection and helping boost the global economy. Sports and physical activity are also a high driver not just of physical health but also positive mental health.

In terms of sports participation rate, Australia and New Zealand have a very active population with a sports participation rate of approximately 75%, followed closely by USA with a participation of approximately 51-53%. USA dominates the global sporting arena with high focus on professional sports, with athletic talent valued at early age and large number of colleges ready to nurture the next generation sports persons. Similarly, in China the sports participation is quite high with the government's focus and plans to create a sizeable sports industry. The level of sports participation is approx. approximately 32-40% in China and continues to grow.

The overall effect can be seen across the globe as it has become very popular to wear sports clothing in everyday life, a tread commonly known as athleisure. Big brands like Nike, Adidas lead the way in support with home grown brands like Anta, Li-Ning, Puma, Campus, Sparx, HRX, Under Armour and others

In India, the sports participation rate in less than approximately 6% signifying low awareness and knowledge of sports in the country. Issues like gender discrimination, socio-economic factors, financial conditions, and cultural barriers obstruct sport development in India making it difficult to achieve the sports penetration in the nation. However, in the recent past, there has been more focus and government spending and India has moved towards being a multi- sport country and is witnessing high growth that will continue in the years to come.

Exhibit 15: Global Sportswear and Athleisure Retail Market – FY 2020

	Total Retail FY 2020 (USD billion)	Sportswear and Athleisure Retail (USD billion)	Per Capita Expenditure in Sports and Athleisure (USD)	% Share in Global Sports and Athleisure Retail
Global		334.7		100%
India	796	2.6	1.9	1%
China	5,130	48.3	34.4	14%
USA	5,506	121.4	368.4	36%
Germany	610	11.8	141.8	4%
UK	553	9.4	139.9	3%

Source: Technopak Analysis

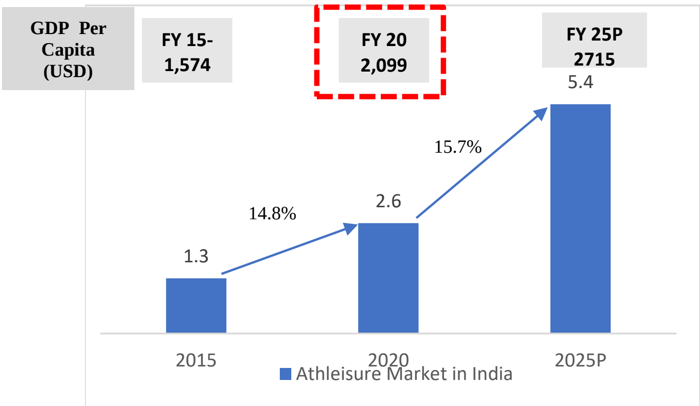
The Indian sports and athleisure market is estimated to be ₹ 19,500 crore in FY 2020 and is expected to grow at a rate of approximately 16% by FY 2025, almost doubling in size. There is a high level of under penetration of sports and athleisure footwear in India compared to global trends, leaving a huge opportunity for the key players to explore and grow in the segment with new designs and products.

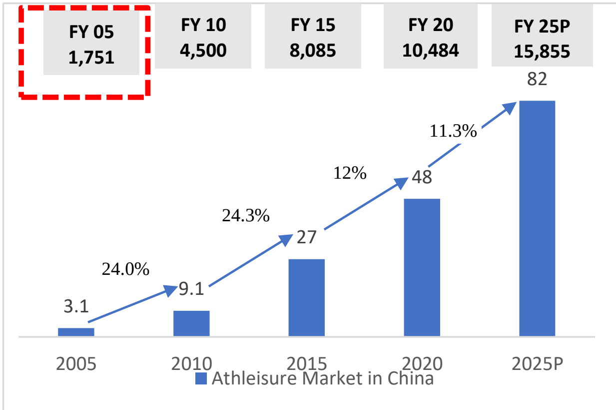
Sports and Athleisure Retail Market in China

The domestic sports and athleisure market in China is estimated to be ~USD 48 billion in FY 2020. It is expected to sustain growth of ~10% growth till FY25, above that of most other countries. It is the second largest market after the US and continuously consolidating share in its favour. While the big names Nike and Adidas have been dominating the market, domestic brands including Anta and Li Ning have witnessed dynamic growth in the last few years because of products upgradation and consumers' growing patronage towards Chinese brands.

Historically, Chinese companies had taken a backseat in the eyes of Chinese shoppers. But in recent years, Anta has benefitted from a burgeoning preference among Chinese shoppers for homegrown names, allowing it to capitalize on the growing Chinese sportswear market.

Exhibit 16: India and China Sports and Athleisure Retail Market (In USD billion)





Source: Secondary Research; Technopak Analysis
FY 20 for India – Mar 19 to Apr 20
FY 20 for China – Jan 20 to Dec 20

Exhibit 17: USA - Per capita GDP for the same period (USD)

GDP Per Capita (USD)	2005	2010	2015	2020
US	44,115	48,467	56,863	63,544

Source: Technopak Analysis, GDP per capita IMF

In China, the athleisure market grew at CAGR of approximately 24% during the ten-year period from 2005 to 2015 with expansion in consumer spending power. Leading brands like Anta, Li-Ning, etc. captured a large share of the market. Indian per capita GDP today is broadly where China's was in FY05. The Indian athleisure market is expected to witness similar growth in the next few years due to rising incomes and spending power, favourable trends for athleisure, and shift in the consumer buying preferences, among several other growth drivers. The Indian market was growing at CAGR of approximately 14.8% in FY15 to FY20 and is expected to grow at a CAGR of approximately 16% till FY25.

Trends	China	India
Footwear Production	China is the leading footwear producer	India is the second largest footwear producer after China
Share of Footwear retail in Total retail	Share of footwear retail in total retail for China market is like Indian market which is 1.2% with key players like Anta, Li Ning, Yearcon, Belle International	Share of footwear retail in total retail for Indian market is 1.2% with key players like Bata, Campus, Metro shoes, Khadim etc. dominating the Indian market
Athleisure Market	Athleisure market in China grew at a CAGR of 24% over 2005-15 with better consumer purchasing power and rise in the sales of brands like Anta, Li Ning, etc.	The Indian athleisure market is expected to grow at a similar rate like China. The athleisure market is growing at a CAGR of ~15% in 2015-20 and is expected to grow at a rate of ~16% till 2025.
Footwear Manufacturing	China is also the home of top manufactures like Anta, Li-Ning, Fila and others.	India is amongst the top manufacturers for global brands such as Nike, Puma and Adidas, with over 80% of their products being outsourced and manufactured in the Asia-Pacific (APAC) region

ANTA SPORTS PRODUCTS LIMITED

Anta Sports, primarily into manufacturing and retailing of sports and athleisure wear has built up its capabilities across the entire supply chain, from research and development to design, manufacturing to the distribution network, with an omni channel approach and focused D2C model. Anta's total research and development spend during the year 2019 was USD 123.3 million (2.3% of Revenue) and USD 136.1 million (2.5% of Revenue) during the year 2020 respectively. Anta has emerged as the market leader not only in the domestic market but also in the international market becoming a market leader in world's 2nd most populous and export-oriented economy.

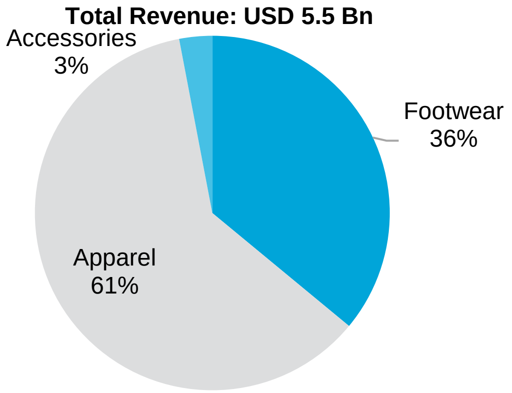
Fast track growth trajectory since the public listing: Founded in 1991 and listed on the HK stock exchange in 2007. From a revenue of almost USD 200 million in FY 2007, it is today world's 3rd largest sportswear company by revenue after Nike and Adidas.

Exhibit 18: Revenue and Profitability Growth

	FY 2015 (billion USD)	FY 2020 (billion USD)	CAGR 2015-2020
Revenue	1.7	5.5	26.18%
Profit	0.8	1.4	12.09%

Source: Annual Report, Note: USD – 6.45 RMB

Exhibit 19: Revenue by Categories (FY 2020)



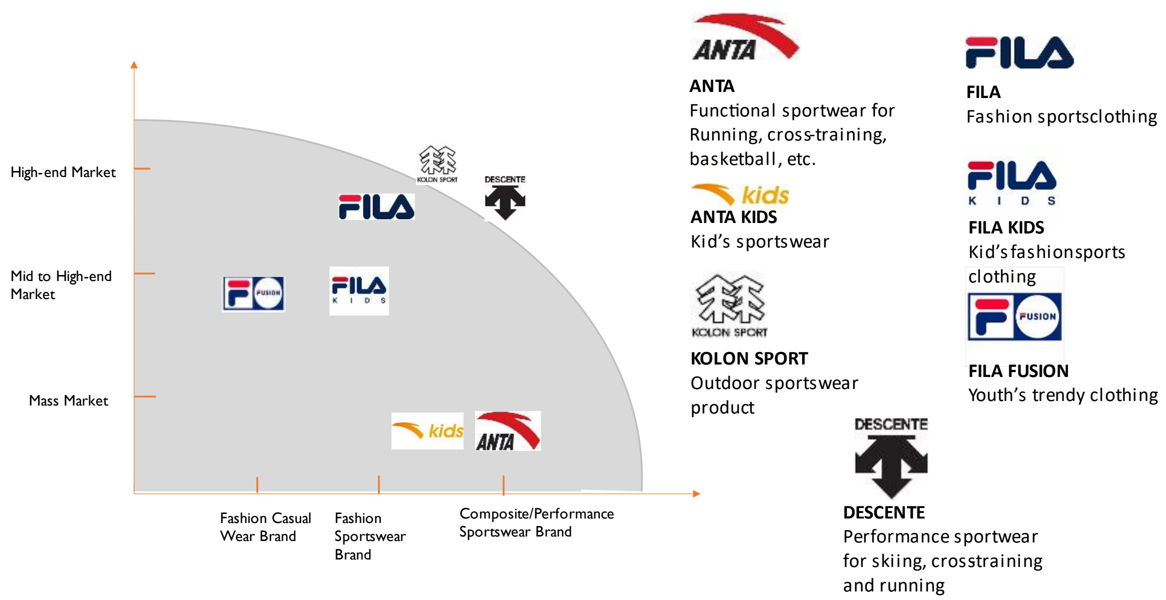
Per Capita

Source: Annual Report

Multi-Brand Portfolio to address all segments and niches:

Anta has 3 business groups to facilitate multi-brand strategy:
Performance Sports Group: Anta, Anta Kids, Sprandi
Fashion Sports Group: Fila, Fila Fusion, Fila Kids
Outdoor Sports Group: Descente, Kolon Sport

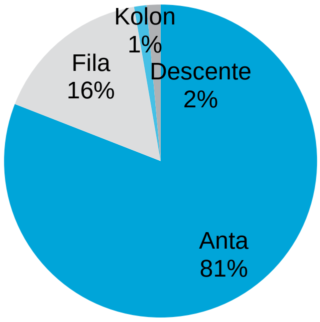
Exhibit 20: Brand Positioning Grid



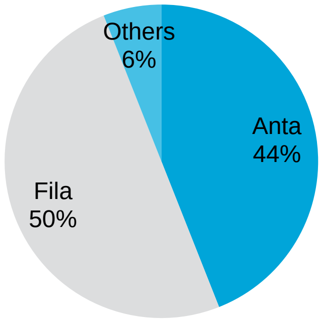
Source: Annual Report

Exhibit 21: Store Split and Revenue Split by Brands (FY 2020)

Total Number of Stores: 12,260



Total Revenue: USD 5.5 Bn



Source: Annual Report

Retail Journey: From Distribution led Approach to D2C

- Anta's business adopted a wholesale distribution model in China market and for more than 20 years this model has been effective in promoting the Anta business through a nationwide coverage that fulfilled different local business cultures and consumer preferences. However, as consumer habits are changing rapidly, Anta initiated the DTC model transformation in China to more effectively connect the information flow of the value chain from production to consumer.

- The group had more than 12,260 stores in China by FY 2020, up from 9,080 in FY25 implying a CAGR of 6.2%.

- Anta largely works though its offline network, about 70% of Anta sales are through brick and mortar stores and the rest comes from online platforms like Tmall, WeChat, etc. Anta has increased its sales by approximately 40% Y-o-Y with support of online channels.

- Key markets for Anta vary from Tier 1 and Tier 2 to Tier 3 and Tier 4 to lower tier cities based on the brand portfolio of the company. Anta Kids target the mass market and majority of their stores are in Tier 2 to lower tier cities. However, portfolio brands like Fila and Kingkow target the Tier 1 and 2 cities.

Growth through Acquisitions and Partnerships

- Anta focused on sports brands and acquired them to capture markets across value segments and niches.
  - (i) The company acquired sportswear brand Fila's China business in 2009. The approach placed Anta as a mass market brand while Fila targeted the high-end sports market.
  - (ii) The company also operates Descente and Sprandi stores in China
  - (iii) In July 2015, Anta acquired Henan Material, which manufactures shoe sole in the PRC.
  - (iv) In 2017, Anta Sports acquired the business of KINGKOW and formed a joint venture company to operate Kolon Sport business in China, Hong Kong, Macao and Taiwan.
  - (v) A consortium led by China's Anta Sports acquired Finland's Amer Sports that has internationally recognized brands including Salomon, Arc'teryx, Peak Performance, Atomic, Suunto, Wilson in 2019. Fila contributed more than 50% of the total revenue in FY 2020.

Consistent Brand Management

- Anta sponsored the Sydney Olympic Games in 2000 that helped Anta move to international markets
- In 2008, the Beijing Olympics gave Anta another opportunity to bolster its presence.
- Anta is also the strategic partner for Chinese Olympic committee and will sponsor the winter Olympic games in Beijing in 2022.

LI-NING COMPANY LIMITED

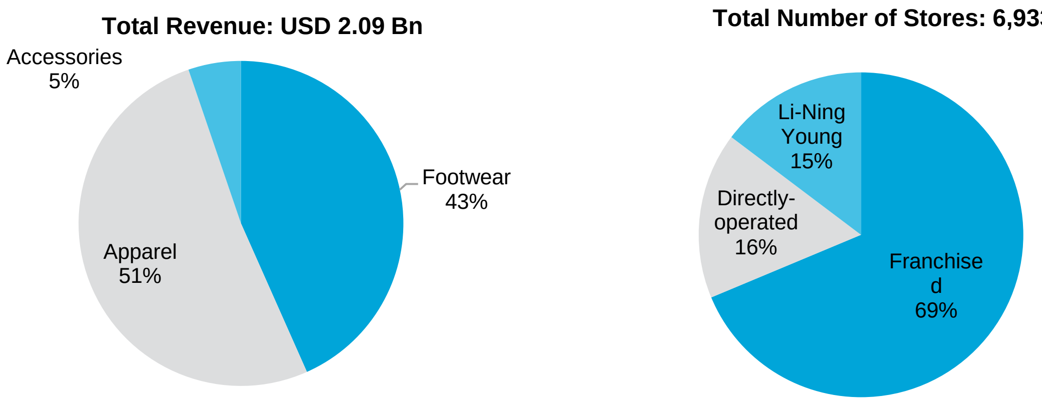
Fast track growth trajectory since the public listing: Founded in 1989 and listed on the HK stock exchange. The company is engaged in designing, developing, manufacturing, and marketing of professional sporting products including footwear, apparel and accessories, Li-Ning as of November 2020 ranked as the number one domestic brand in the sports category in China during the 11.11 shopping festival organized by Tmall and Taobao. Li-Ning's total research and development spend was USD 56.2 million (2.6% of Revenue) and USD 50.1 million (2.2% of Revenue) in FY 2019 and FY 2020 respectively.

Exhibit 22: Revenue Growth

	FY 2015 (billion USD)	FY 2020 (billion USD)	CAGR 2015-2020
Revenue	1.14	2.09	12.88%

Source: Annual Report, Note: USD – 6.45 RMB

Exhibit 23: Revenue by Categories and Store Split (FY 2020)



Source: Annual Report

Retail Journey

- Li-Ning strategy of "Single brand, Multi-categories, Diversified channels" has helped the group to strengthen the core business. The group has focused on product functions and technological innovation with analysing fashion trends and sports cultures, striving to provide consumers with diversified consumption experience, enhance consumer loyalty and strengthen brand influence.
- Li-Ning remained focused on the multi-channel strategy for distribution of goods and for more than 20 years this model has been effective in promoting the Li-Ning business through a nationwide coverage that fulfilled different local business cultures and consumer preferences. However, as consumer habits are changing rapidly, Li-Ning initiated the digital transformation to establish a strong online presence. For Li-Ning, e-commerce has risen to the second-biggest distribution channel with approximately 30% contribution to growth from e-commerce
- The group had more than 6,933 stores in China by FY20, up from 6,133 in FY15, a CAGR of ~2.5%.
- Li-Ning focused in the multi-channel strategy and enhanced the cooperation with high quality retailers, which has optimized the efficiency or retail channel and improved the quality of market coverage.
- Majority of Li-Ning stores are directly operated stores located in metro and top tier cities.

Consistent Brand Management

- Li-Ning sponsored the athletes and sports teams both in China and overseas to bolster its presence. For example, in 2016, it signed a sponsorship deal with Indian Olympics Association for Rio 2016 summer Olympics.
- Li-Ning is also in the strategic collaborations with NBA, Association of Tennis professionals, Chinese university of basketball and football association.

Exhibit 24: Revenue Evolution of Key Footwear Players in China

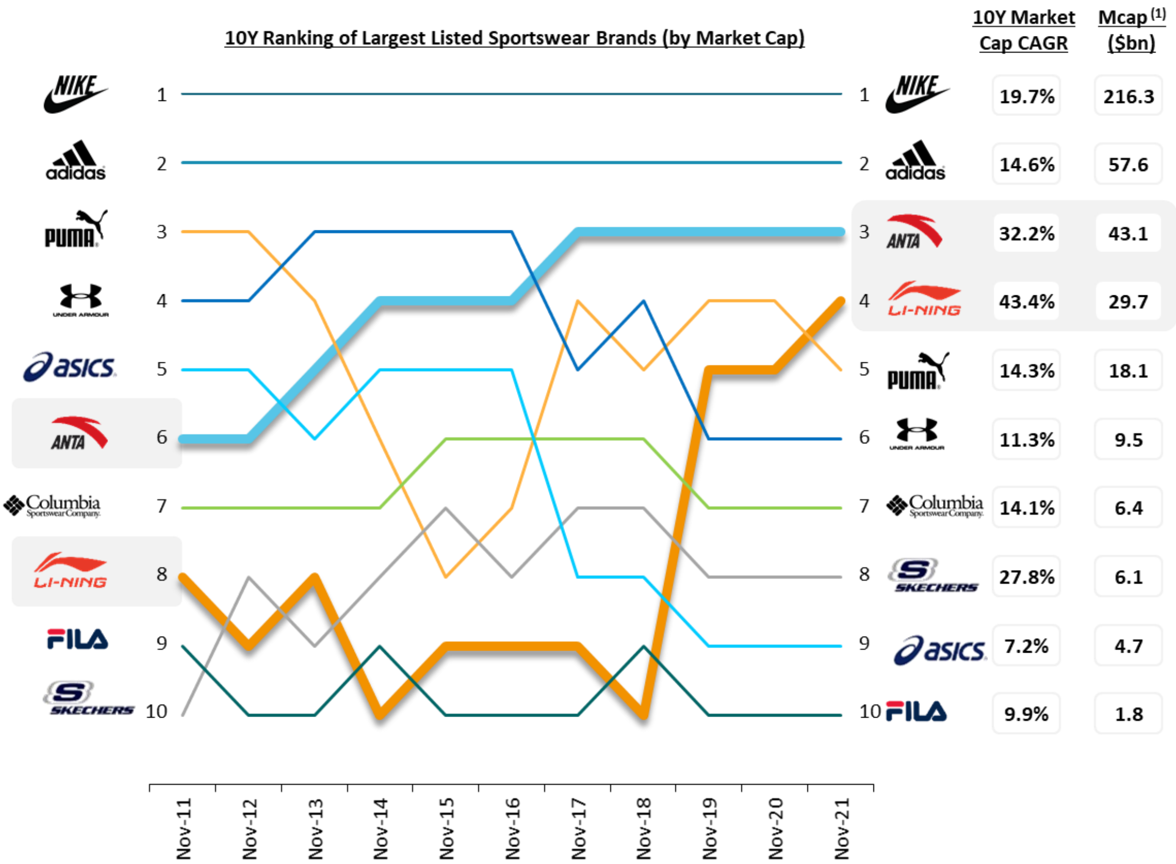
(RMB $mm)	FY2005	FY2020	CAGR FY 2005-2020
Anta	670.0	35,512.0	30.3%
Li-Ning	2,451.0	14,457.0	12.6%

Exhibit 25: Key Asian Players in Sports and Athleisure

Brands	Country of Origin	Establish ment year	Footwea r	Appar el	Sports Gear	Price Range (US$)	Numb er of EBO’ s	Revenue 2020 (USD bn)	Presence
Anta Sports	China	1991	✓	✓	✓	85-249	12,260	5.50	Worldwide
Li Ning	China	1990	✓	✓		53-150	-	2.23	Worldwide
Asics/Onitsuka	Japan	1949	✓	✓	✓	50-270	-	2.99	Worldwide
Fila	Korea	1911	✓	✓	✓	65-138	8,200	2.69	Worldwide
Xtep International	China	2001	✓	✓		-	-	1.26	Worldwide
361 Degrees	China	2003	✓	✓		80-160	-	0.37	China and India
PEAK Sport*	China	1989	✓	✓		69-550	5,000	0.20*	America, Europe, Asia, and Australia
Campus	India	2005	✓			5-48	50+	0.09	India
Liberty Force 10	India	1990	✓			7-48	396	0.06**	India
HRX	India	2013	✓	✓	✓	8-68	-	0.07	India

**Peak Sport data is of 2016 as it was acquired by Amer sports corporation post that*
*** Turnover for the company which hasa large share of footwear in casual, fashion and school segments apart from sports and athleisure footwear*
Source: Secondary Research
Revenue 2020 for International Brands – FY 2020 is Jan 20 to Dec 20
Revenue 2020 for Indian Brands – FY2021 is April 20 to Mar21

Exhibit 26: Market Cap of Key Players in Sports and Athleisure



Source: Secondary Research
Note: (1) Market capitalization for each year is basis the figure as on November 30th of the respective year

SECTION IV: SPORTS AND ATHLEISURE RETAIL MARKET IN INDIA

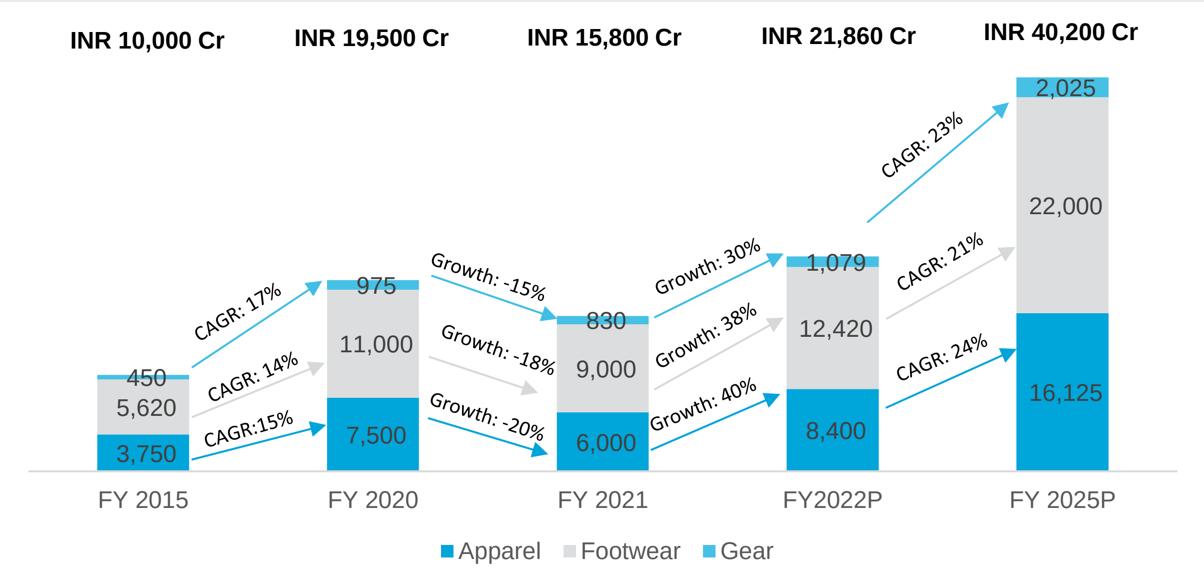
India is mirroring the global trend with respect to sports and athleisure and has outpaced the global growth rate of the segment. It is estimated to be ₹ 19,500 crore (USD 2.6 billion) in FY 2020 and is expected to grow at a rate of approximately 16% by FY 2025, almost doubling in size. With increasing discretionary incomes and heightened awareness about heath, wellbeing and fitness coupled with growing infrastructure to support sports and physical activities and entry of brands across price points had propelled consumers to spend on such products.

The key categories in the segment are:

1. Apparel
2. Footwear
3. Gear (Yoga mats, health equipment's, gym gloves, belts and other things like skipping rope etc.)

While sports and athleisure footwear has been around since last few decades and has been widely adopted across city tiers since last 2 decades, sports and athleisure apparel has picked up paced only in the last few years. Gears still remain to be a small category, largely unbranded and highly fragmented. However, players like Decathlon are conditioning consumers to buy the right products and are making them available as a one stop solution.

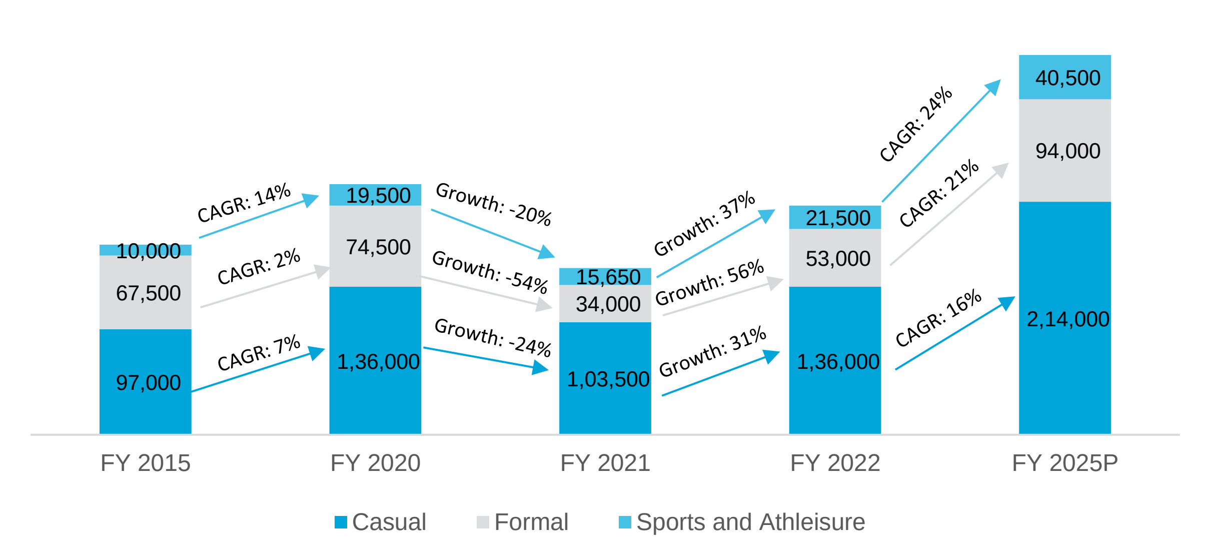
Exhibit 27: Sports and Athleisure Retail Market in India (in ₹ crore)



Source: Technopak Analysis

By usage, sports and athleisure is the fastest growing category in both apparel and footwear, growing at a CAGR of approximately 16% between FY20 and FY25, followed by casual and formal which are growing at 9% and 5% respectively over the same period. This is resulting from the gradual cultural transformation from formal and rigid dressing codes to a casual and fluid dressing culture blurring the lines between the two. This has been further propelled by COVID-19 wherein consumers have eased into working from home and step out for casual outings, thereby promoting adoption of athleisure apparel and footwear.

Exhibit 28: Category Segments - By Usage (₹ crore)



The category segments include Apparel, Accessories, Footwear and Gear
Source: Technopak Analysis

Key Players

- **Sport and Athleisure centric Players**: Players fulcrumed around sports and athleisure apparel, footwear and gears such as Adidas, Puma, Campus, Reebok, Nike, Skechers, Under Armour, Asics, Decathlon, New Balance,

- **Footwear retailers offering sport and athleisure footwear category**: Bata (Power), Liberty (Force10), Relaxo (Sparx) and Mirza International (Red Tape Athleisure and Bond Street)

- **Apparel players extended into sport and athleisure category**: H&M, Uniqlo, Marks and Spencer, W, Biba and Go Colors

Prominence for today's consumer

- Athleisure was a megatrend before COVID-19, but the pandemic has served to further blur the dividing lines between work and free time, and there is a rising acceptance of comfortable wear in previously more formal contexts. With fashion brands increasingly entering this segment, sports goods players also need to leverage their innovation abilities and market knowledge. Activities such as yoga, Pilates, home workouts, running, walking have gained wider acceptance leading to increase in sales of related products like running shoes, walking shoes, work out apparel, yoga pants etc.

- Increasing discretionary incomes and growing global exposure has conditioned consumers to adopt global trends, follow global athletes and fitness influencers. Digital training sessions and monitoring of milestones have also gained prominence. All these factors coupled with proliferation of global and home-grown brands and private labels across price points have made the smart products accessible to consumers at relevant pricing.

KEY GROWTH DRIVERS AND TRENDS

Democratization of sports: Proclivity towards sports and physical activities has been on a steady growth. Enthusiasm for sports is now moving beyond cricket and the well-heeled. It is on account of the following factors:

- **Sporting leagues favorably impacting the sporting arena**: The Indian Hockey Federation had conceived the Premier Hockey League (field hockey) in 2005. Indian Premier League (IPL) got established in 2008. Over 12 national professional sports leagues exist in India now, each at different levels of evolution. They attract the best of talents from across the world, which leads to massive television viewership not only in India but also globally, resulting in heightened awareness and enthusiasm about sports.

- **Sports stardom igniting aspiration in the Indian crowd**: The Indian sports journey began with the likes of the Milkha Singh, Dhyanchand, P.T. Usha and other sports persons, who bagged glorious victories despite humble backgrounds. Then, the laurels of the highest stature were won by the young brigade like Saina Nehwal, P.V. Sindhu, Abhinav Bindra, Sania Mirza, etc. More recently, with seven medals in the Tokyo Olympics 2020, not only have the athletes made India proud but also inspired parents to support their kids in pursuing several sports. This is seen as a potential gamechanger that can help revive the sports culture and lay the foundation for India to produce many more champions in the future. The emergence of these new heroes and their humble beginnings has rekindled appreciation for sports and outdoor activities.

- **Academic and training focus on sports**: The lack of infrastructure in sports has always been an issue in the country. However, last decade has witnessed the development of several government and private sports academies, training centers, sports excellence centers to promote sports in India. Initiatives by the government, private bodies and individuals are yielding positive results in strengthening the sports culture in India. This augurs well for various stakeholders including sporting good players.

Ability of home-gown brands to address the underserved demand: The market skimming approach of the premium global brands present in India has left the Indian market largely unaddressed. The ability of the home-grown brands like Campus and Relaxo to capture the eye of first time consumers of branded footwear, and address buying across a consumer's journey across mass segments as well as more aspirational buying in semi-premium segments, based on market knowledge, supply chain efficiencies, access to markets and price advantage presents a large sized opportunity to them. Reviewing the product strategy and recalibrating the prices can help the value players meet the demand at the right price.

Exhibit 29: Premium and Value Brand - Scale Comparison

	FY 2011		FY 2015		FY 2020	
	Revenue (₹ crore)	Number of Stores	Revenue (₹ crore)	Number of Stores	Revenue (₹ crore)	Number of Stores
Nike	NA	NA	704	200	760	123
Relaxo	686	127	1,481	207	2,410	390

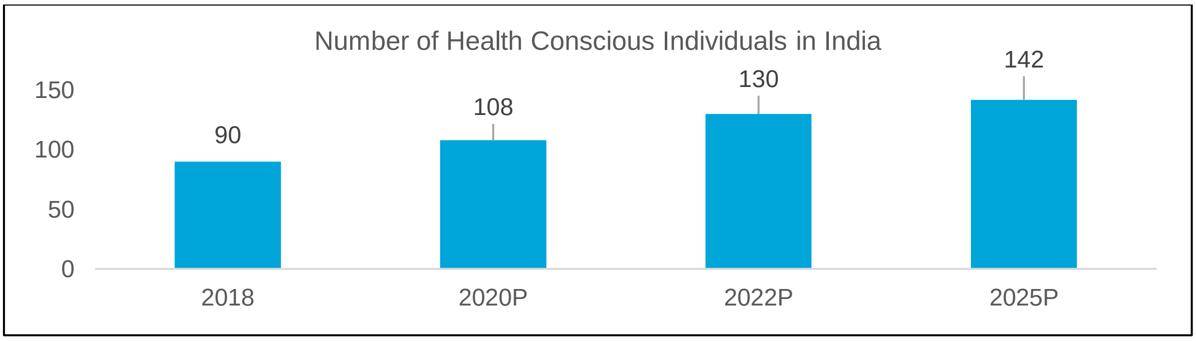
Source: Annual Report, MCA Report, Secondary Research

Emerging sub-segments: The transformative external forces are bolstering the development of several sports and outdoor activities. Brands have identified these niches such as Speedo in the space of swimwear, Quick Silver for water sports, Callaway and TaylorMade for golfing equipment's etc. Yoga bottoms have become all pervasive so much so that along with sports and athleisure players, ethnic wear players like W, Biba, lingerie and lounge wear brands like Jockey, retailers like Westside and Lifestyle have added it to their offering.

Health Awareness: COVID-19 pandemic has brought about a significant change in the Health and Wellness Industry, giving it a boost by making Indian consumers aware about the benefits of health and wellness. Businesses have adapted to the new normal by implementing doorstep delivery and e-retailing due to Indian government's push to prefer e-commerce as a major distribution channel to maintain social distancing.

Growing awareness towards health and preventive care is driving wellness as well as fitness category. Within Packaged Food and beverages, products such as Organic Staples, Organic Beverages, Concoctions, Immunity boosting products, Nutraceuticals, etc. saw high growth. There has been a rise in health conscious individuals in India with fitness related products such as sports footwear emerging as the biggest beneficiary of this trend.

Exhibit 30: Number of Health-Conscious Individuals in India (2018-2025) (in million)



In FY 2025P: Share of Total Number of Health Conscious Individuals in India
Metros and Mini Metros – 34%, Rest Of India- 66%, * Delhi NCR/ Mumbai/ Kolkata/ Bangalore/ Chennai/ Hyderabad/ Pune/Ahmedabad*
Source: Technopak Analysis

Additionally, changing market trends towards relaxed clothes with the increasing need for fashion, particularly at workplaces and social gatherings are important factors driving demand in the market. The growing awareness for a healthy lifestyle is leading to the adoption of physical fitness services and activities, thereby enhancing growth in the athleisure market. Health and Wellness proxies are growing at double digit CAGR since 2015 and will continue to grow at the same rate for the next 5 years.

Exhibit 31: Health and Wellness proxies (₹ crore)

	Market Size (₹ crore.)			CAGR (FY2020-FY2025)
	FY2015	FY2020	FY2025	
Nutraceuticals (Dietary)	12,750	31,500	77,250	19.7%
Nutraceuticals (Functional Food)	8,250	21,750	51,750	18.9%
Organic Food	820	2,160	6,350	24%
Sports and Athleisure Footwear	5,620	11,000	22,000	14.4%
Wearable Fitness Devices	824	4,935	28,341	42%

Source: Technopak Analysis

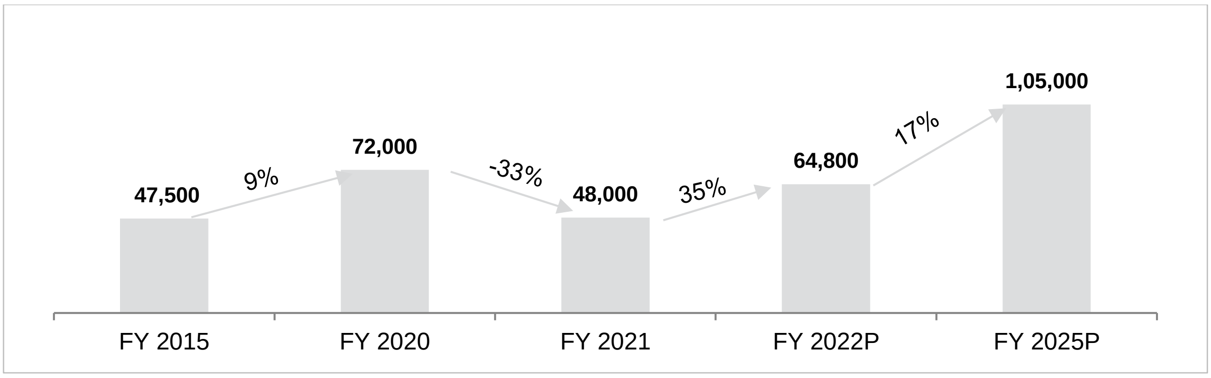
SECTION V: FOOTWEAR RETAIL MARKET IN INDIA

The domestic footwear retail market in India estimated at ₹ 72,000 crore in FY 2020 is projected to grow at a CAGR of ~8% to reach ₹ 1,05,000 crore by FY 2025. Footwear industry in India has grown at a CAGR of ~9% over FY2015 to FY20. India is one of the largest producer and consumer of footwear in the world, generating employment for over 2 million people. Men’s footwear currently dominates this market with approximately 48% share, however growth in women’s footwear segment will outpace the growth in men’s to account for an almost equal share by value in FY 2025 against the current share of 41%. While casual segment is the largest segment accounting for almost 67% of the total market in FY 2020, sports and athleisure is one of the fastest growing segments.

Further growth will be driven by

- Increased adoption owing to versatility in usage and emergence of sub-segments such as sports and athleisure, outdoor etc.,
- Increasing middle class population and working population resulting in increasing disposable income of consumer and higher spending on lifestyle products; leading to shift from unbranded to branded play driving the average selling price of the segment.
- Increase in number of working women driving the growth of women’s footwear market.
- Increasing urbanization and more focus towards branded footwear and organized retail.
- Easy availability and assortment width with the advent of online channel.
- Surge in sale of sports and athleisure footwear with increasing focus towards sports and events such as marathons and adventure trips.

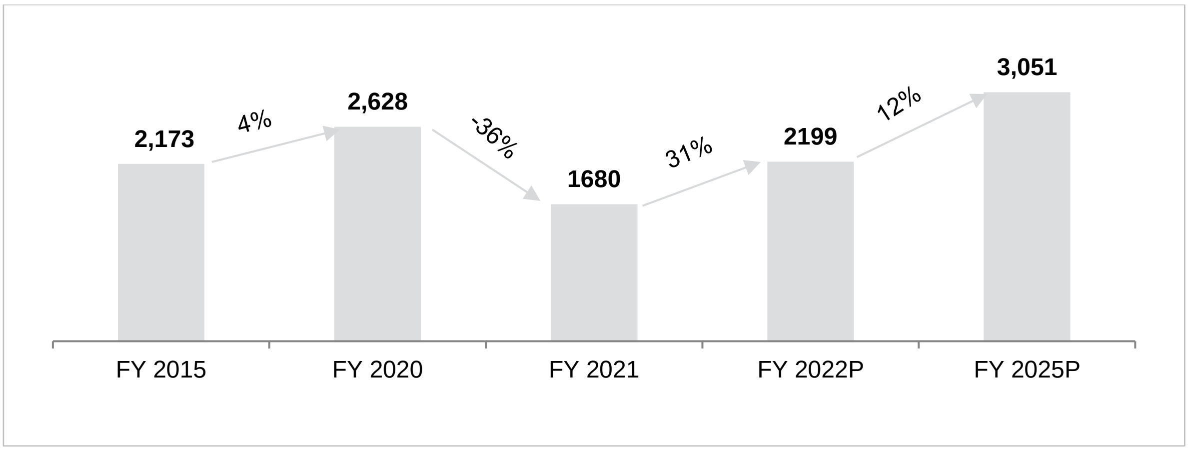
Exhibit 32: Footwear Retail Market in India (Value in ₹ crore)



Source: Technopak Analysis

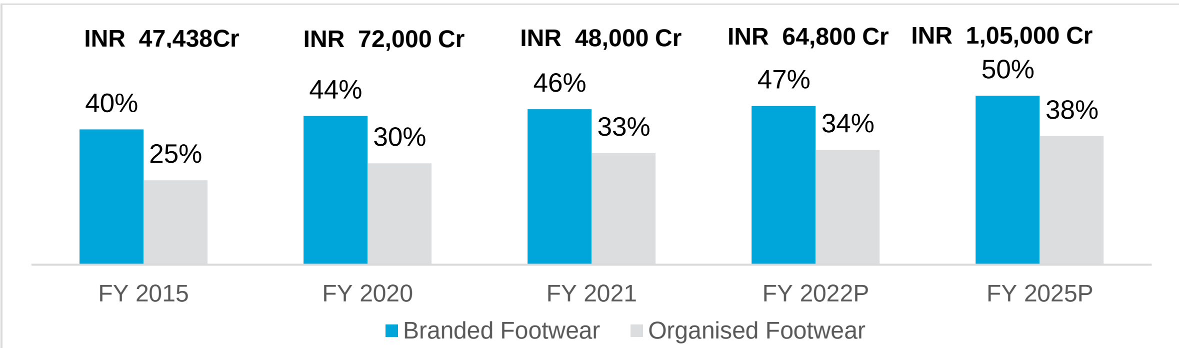
Given the muted consumption in FY 2021 due to restrictions in movement due to COVID-19, the footwear retail market in India contracted by approximately 33%. However, as the growth momentum is picking up, rapid recovery is expected with the segment growing at a CAGR of approximately 22% between FY 2021 and FY 2025.

Exhibit 33: Footwear Retail Market in India (Volume - Number of pairs in Million)



Source: Technopak Analysis

Exhibit 34: Share of Branded Footwear and Organized Footwear Retail as a percentage of Footwear Retail Market by value



Source: Technopak Analysis

Branded footwear signifies registered trademarks that are regularly patronized by customers and that are sold through both organized retail and trade channels. Organized retail signifies formal retail channels of Exclusive Brand Outlets (EBOs), Large Format Stores (LFS), E-commerce etc. Footwear retailed through these organized retail points of sales is necessarily branded. Therefore, organized share is less than the share of branded footwear in total share

In FY20, the organised footwear retail signified by exclusive brand outlets ("**EBOs**"), large format stores ("**LFS**") and e-commerce contributed a share of ~30% by value and ~13% by volume (number of pairs) to the total footwear retail market, corroborating the greater throughput of premium products through organised channels. Growing at rate of 13%, well above the growth rate of the overall category, the organised retail is expected to gain a share of

38% by value in the coming five years. The footwear segment is characterised by fairly high branded play compared to other lifestyle categories. The branded segment projected to grow at a rate of 11% by value in the coming 5 years is expected to gain a share equal to that of the unbranded segment by value by FY25.

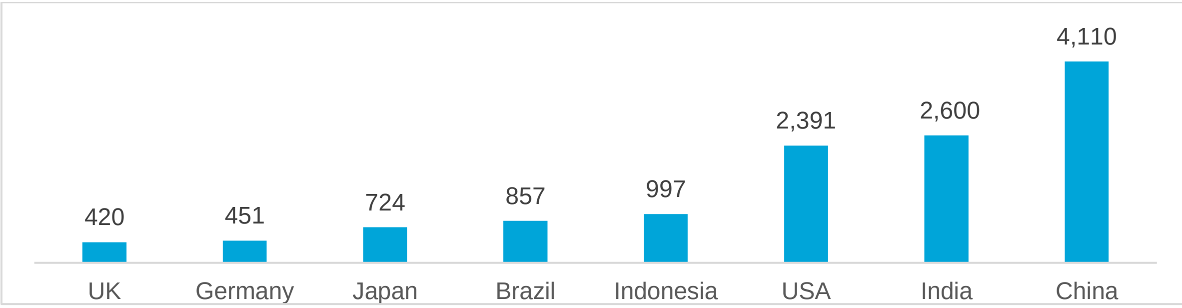
GLOBAL FOOTWEAR RETAIL MARKET

Exhibit 35: Share of Footwear Retail in various Countries (CY2020 Data, USD billion)

Country	Retail Market Size	Footwear Retail Market Size	Share of Footwear Retail	Key Players
USA	5,506	60.6	1.1%	New Balance, Steve Madden, VF Corp
China	5,130	61.6	1.2%	Anta, Li Ning, Yearcon, Spider King, Belle International
Germany	610	11.6	1.9%	Ash, Bugatti, Bufallo, Caprice
India	796	9.6	1.2%	Bata India, Campus, Metro Shoes, Khadim, Relaxo
UK	553	9.4	1.7%	Dr. Martens, Hunter Boots, and Clarks

Source: Technopak Analysis

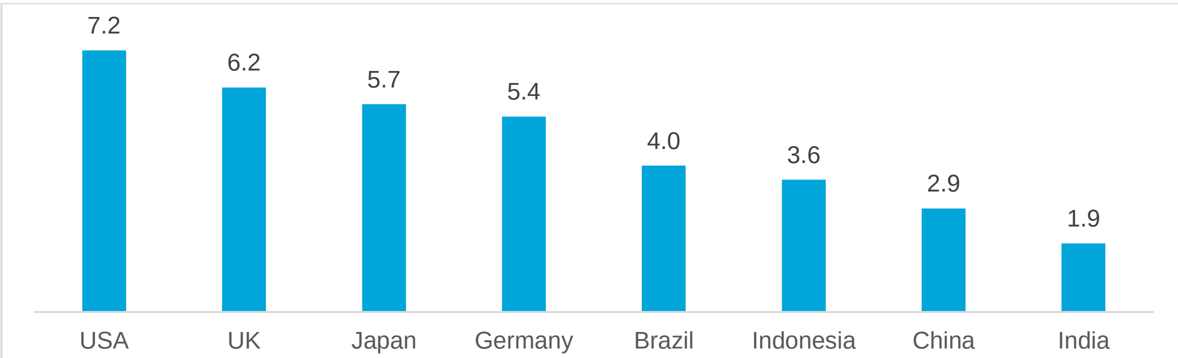
Exhibit 36: Annual Footwear Consumption (Number of pairs in million) – Across Key Developed and Developing countries (FY 2020)



Source: Secondary Research

The global average annual footwear consumption per capita is estimated to be approximately 3.2 pairs. India's annual footwear consumption per capita is very low, compared to developed and other developing countries, at approximately 1.9 pairs suggesting headroom for growth.

Exhibit 37: Annual Footwear Consumption (Number of pairs) per capita – Across Key Developed and Developing countries



Source: Technopak Analysis

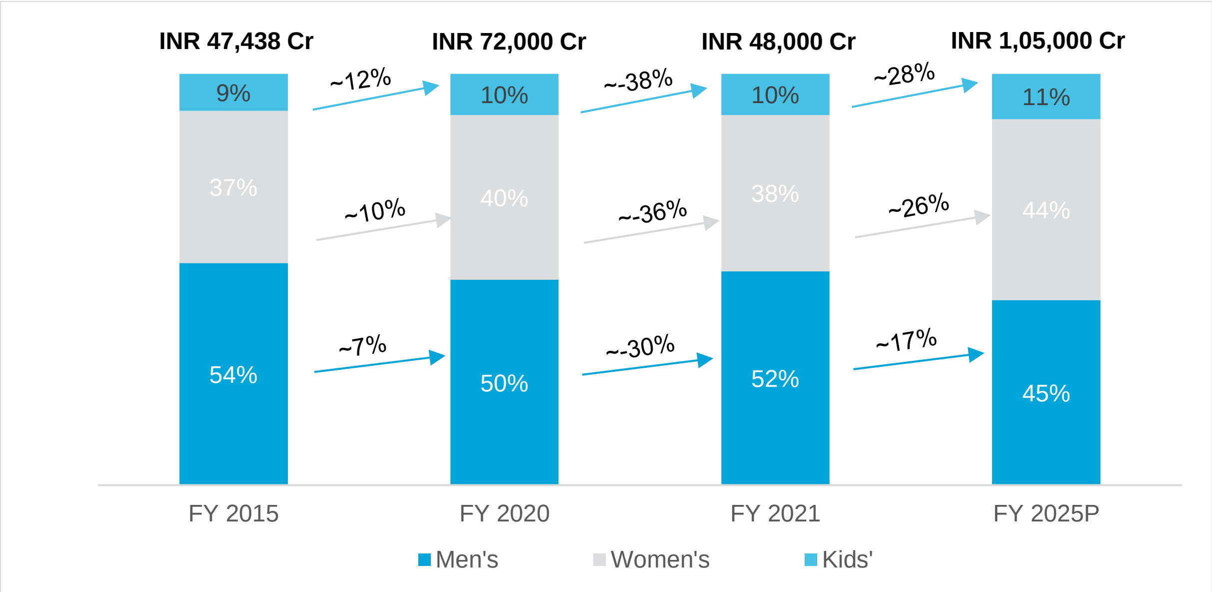
SEGMENTATION OF FOOTWEAR RETAIL MARKET IN INDIA

Segmentation by Customer Demographic

Historically, the footwear category in India has been dominated by men's products accounting for more than 50% of the footwear retail market by value until FY 2015. However, women's and kids' segment have been growing at a faster pace as compared to men's segment to account for 40% and 10% of the market respectively in FY 2020.

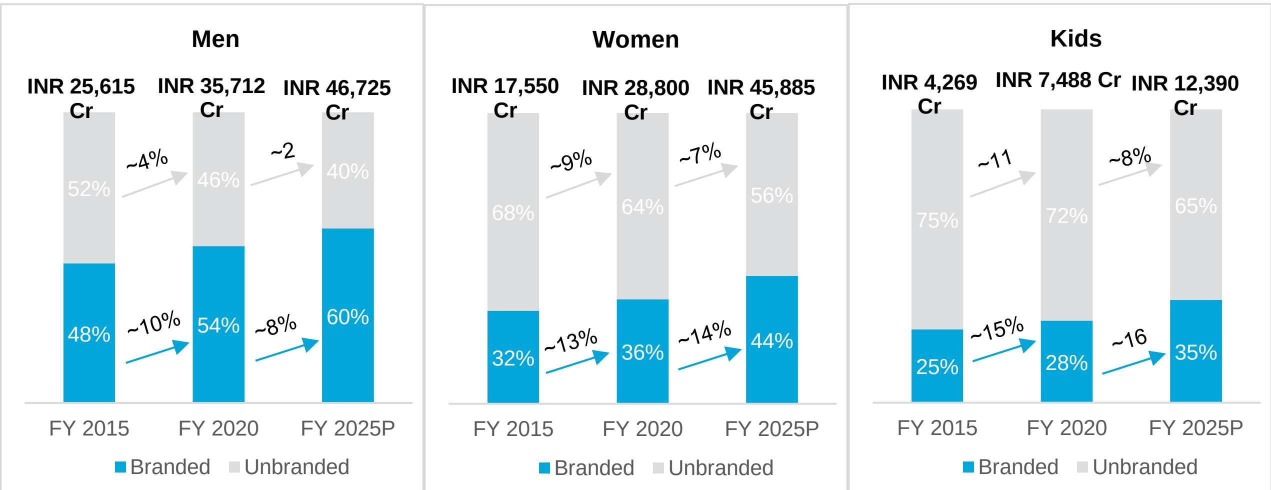
By FY 2025, women's segment will have inched closer to be at par with the men's segment in terms of value. The growth in women's segment will be driven by increasing number of working women and increasing disposable income. Also, women tend to possess a greater number of pairs for different occasions driving volume growth. Market for kids' footwear is growing rapidly with increasing number of working parents resulting in higher spending on kids. Also, with the advent of activity-based learning in schools, different shoe types are needed for varied different activities. Penetration of organized retailing continues to be higher in men's footwear as compared to women's and kids' owning to the dominance of retail led players like Bata, Mirza International and many others in this segment. The adoption of branded products happened much earlier in the men's segment as compared to that in other segments.

Exhibit 38: Customer Segment Split in Indian Footwear Retail Market



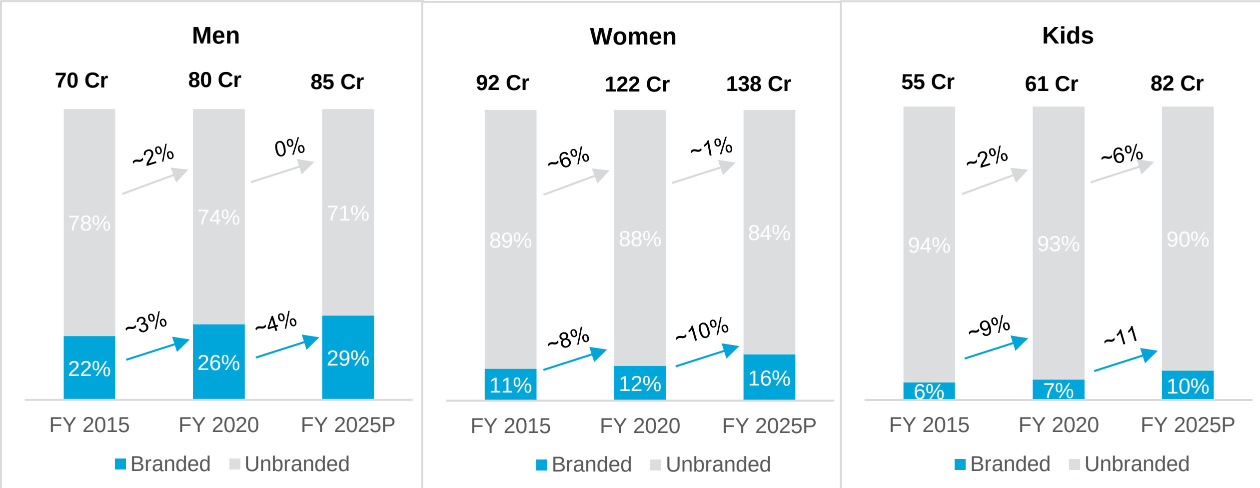
Source: Technopak Analysis

Exhibit 39: Penetration of Branded Footwear across Customer Segments in Indian Footwear Retail Market – By Value



Source: Technopak Analysis

Exhibit 40: Penetration of Branded Footwear across Customer Segments in Indian Footwear Retail Market - By Volume (Number of pairs)

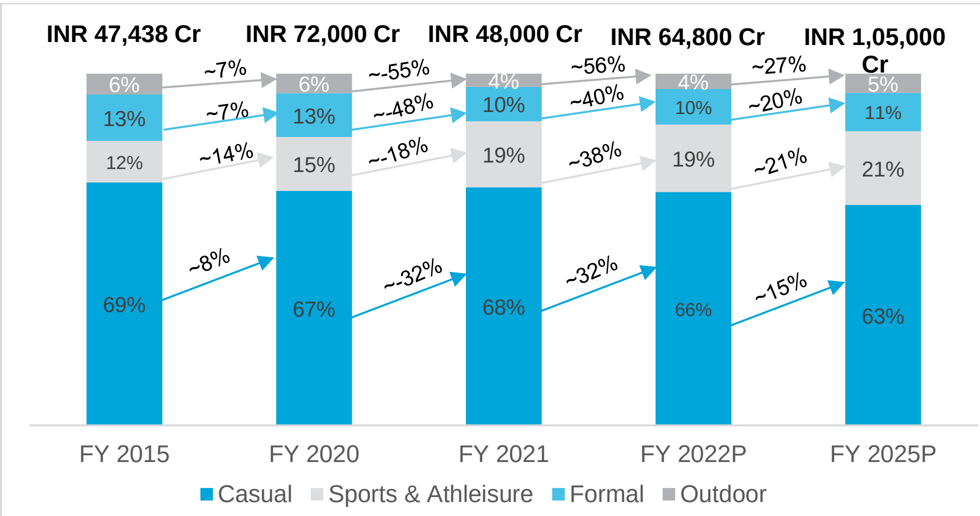


Source: Technopak Analysis

SEGMENTATION BY USAGE

Indian footwear retail market is loosely defined around formal or dress, casual, sports and athleisure and outdoor segments. While casual segment is the largest segment accounting for almost 67% of the total market in FY 2020, sports and athleisure is the fastest growing segment gradually consolidating market share. Health, fitness and well-being have become an important pivot for most retail categories including food and grocery, apparel and accessories, footwear, gadgets etc. Footwear is mirroring that trend, with sports and athleisure footwear expected to double itself in value from ₹ 11,000 crore in FY 2020 to reach a market size of ~₹ 22,000 crore by FY 2025, growing at a CAGR of ~15% between FY 2020 and FY 2025. Further, the branded sports and athleisure footwear segment is also expected to grow at a CAGR of ~17% during the same period.

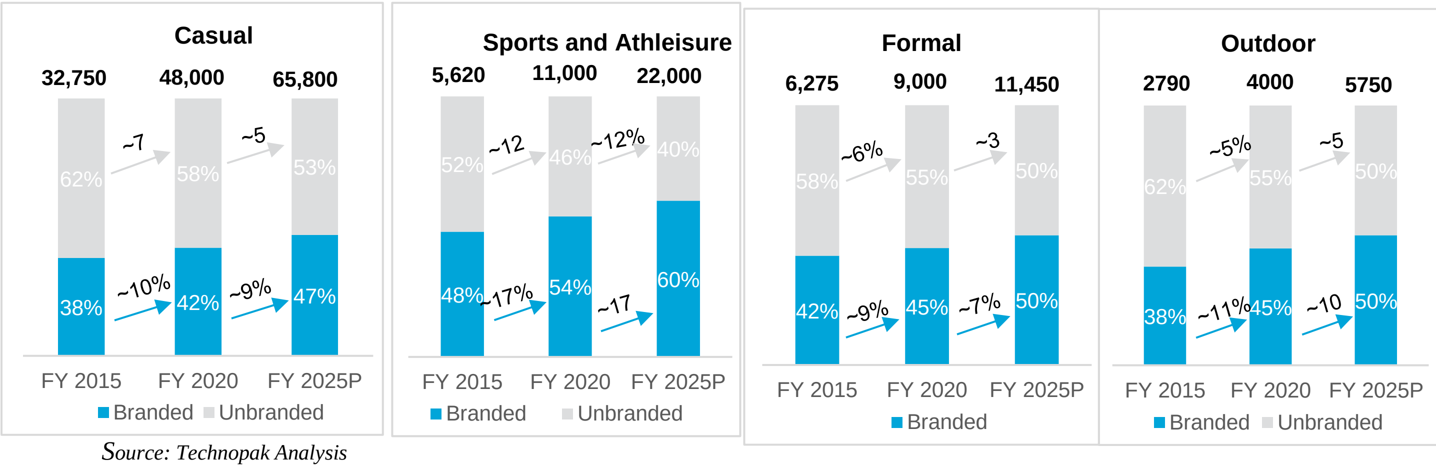
Exhibit 41: Usage wise Split in Indian Footwear Retail Market



Source: Technopak Analysis

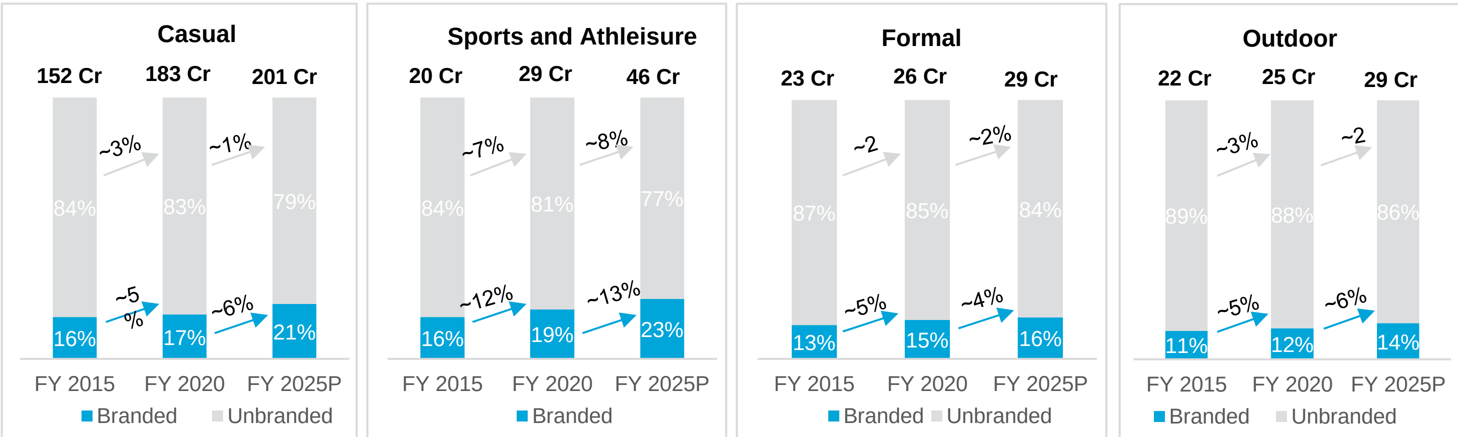
Penetration of Brands

Exhibit 42: Penetration of Branded Products across Usage Types in Indian Footwear Retail Market - By Value



Source: Technopak Analysis

Exhibit 43: Penetration of Branded Products across Customer Segments in Indian Footwear Retail Market-By Volume (Number of Pairs)



Source: Technopak Analysis

Retail Channels

Footwear retail market is amongst the most organized categories with a 30% penetration of the organised retailing. The organised retail is largely characterised by the EBOs of the leading brands along with LFSs and other large MBOs. E-commerce has rapidly gained foothold in the market and is now driving the growth of the organised footwear retail. Growth in the organized format will also be driven by emergence of value brands and increasing penetration of EBOs in Tier II, Tier III and below towns across the country.

However, the unorganised retail channels continue to be the cornerstones of the demand. Distribution led brands, regional labels and unbranded products continue to depend on the deeply entrenched traditional multi-brand stores.

- EBOs are of players like Bata, Khadim, Sree Leathers, Relaxo, Liberty, Adidas, Reebok, Puma, Nike, Campus etc.
- LFSs include department stores like Shoppers Stop, Lifestyle, Central, Pantaloons etc. and hypermarkets such as Big Bazaar, Spencer's etc.
- MBOs include retailers like Metro, Mochi, Regal, Inc. 5, Planet Sports etc. selling multiple brands which include their own who sell their own [private labels / brands] as well as products of brands like Campus, Skechers, Puma etc.
- Traditional includes typical Mom and Pop footwear stores.

Exhibit 44: Key Footwear Retail Channels

		Channels	Share in Footwear Retail – FY 2020	Share in Footwear Retail – FY 2025	CAGR (FY 2020-2025)
Organised	B&M	Exclusive brand outlet (EBO)	9%	11%	10%
		MBOs* and LFS*	5%	5%	
	Online	Brand Website	5%	8%	16%
		Marketplaces	11%	14%	
Unorganised	B&M	MBO	70%	62%	6%

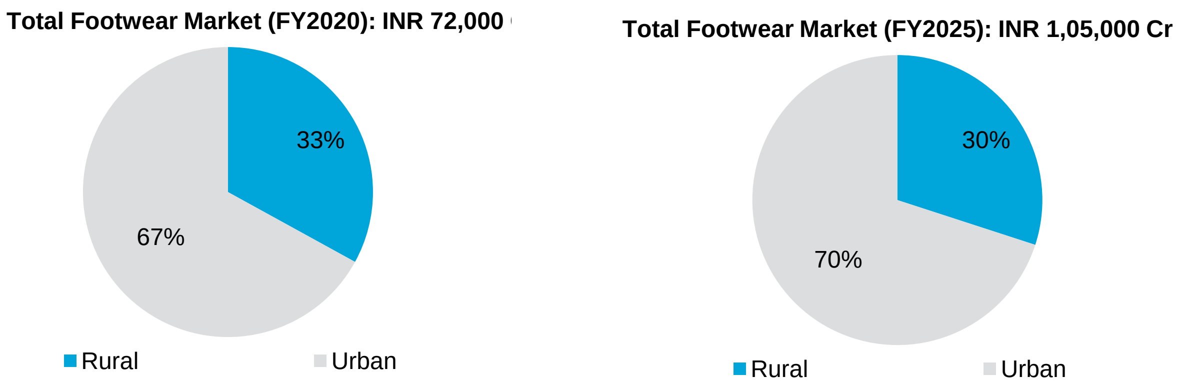
Source: Technopak Analysis
**MBO – Multi Brand Outlet, LFS – Large Format Stores*

Since the omni channel and direct consumer connect is driving the expansion strategy of retail industry, several footwear brands are now focusing on D2C expansion through EBOs (Exclusive Brand Outlets) and are launching their own brand website. EBOs not only allows brands to directly connect with their customers, offer variety and experience but also facilitates omnichannel retail.

Geographical Segmentation

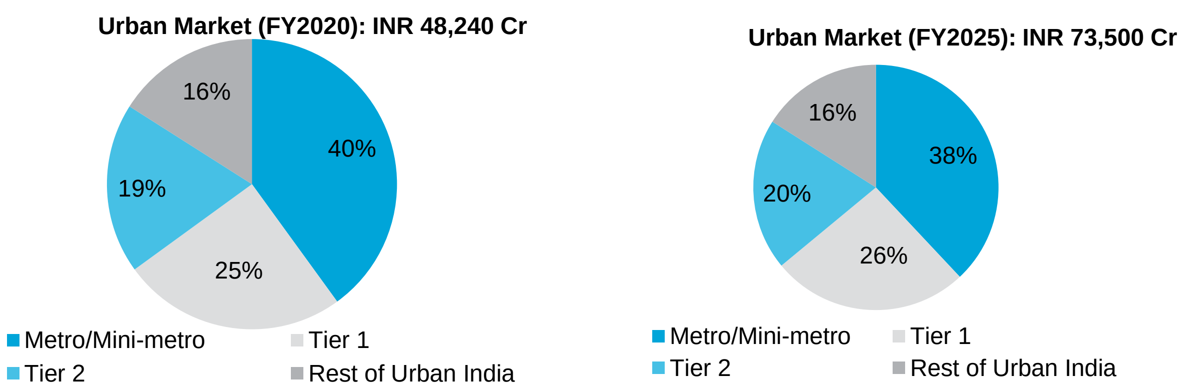
Given the largely discretionary nature of the category, urban India accounts for 67% of the footwear market in India by value. Top 8 cities (metro and mini metro cities) contribute to 40% of the urban footwear market and is dominated by the presence of leading national and international brands. Tier II and below cities contribute approximately 35% to the overall urban footwear market and it is expected to grow further with increasing penetration of EBOs and online retail in these cities. Tier I, Tier II and below cities are poised for growth thereby opening up new opportunities for retailers to expand.

Exhibit 45: Region wise distribution of Footwear Retail in India



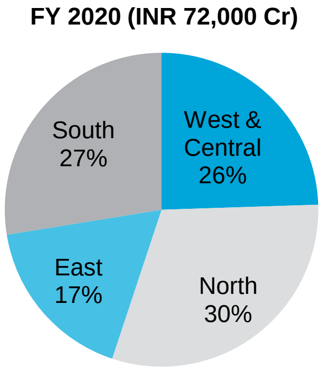
Source: Technopak Analysis

Exhibit 46: Region wise distribution of Footwear Retail in Urban India



Source: Technopak Analysis

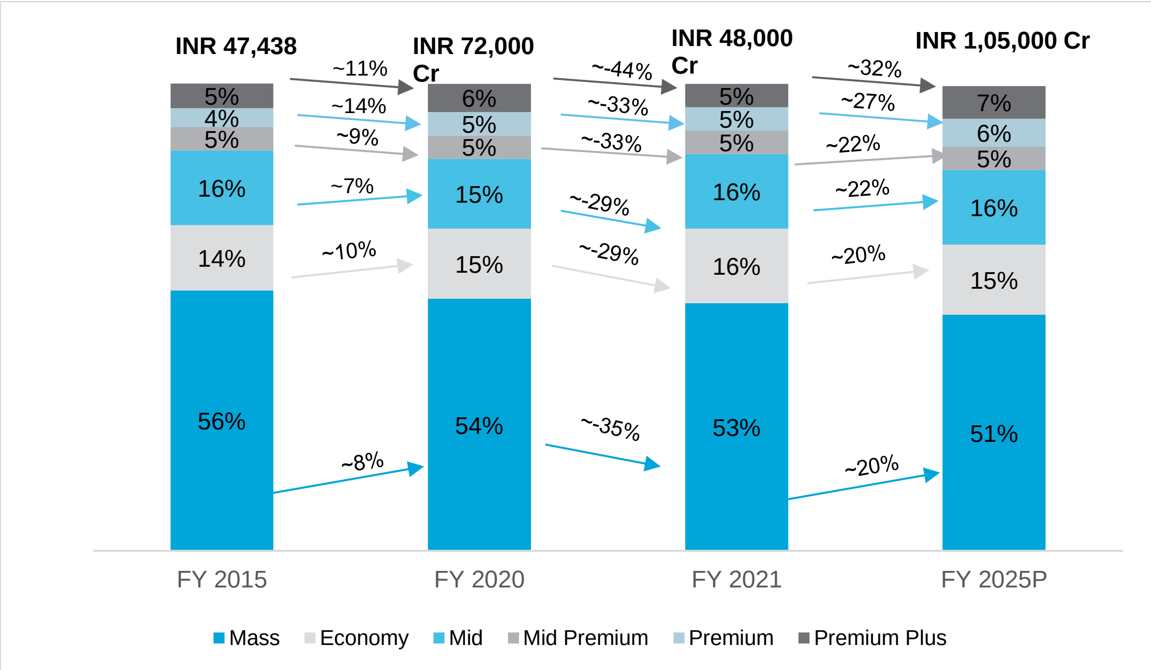
Exhibit 47: Region wise distribution of Footwear Retail in India



Source: Technopak Analysis

Value Segmentation

Exhibit 48: Value Segmentation in the Indian Footwear Retail Market



Source: Technopak Analysis
Mass (<₹ 500), Economy (₹ 501 - ₹ 1,000), Mid (₹ 1,001 – 1,500), Mid Premium (1,501 - 2,000), Premium (2,001-3,000), Premium Plus (₹ 3,000+)

The premium and premium plus segment is marked by international brands such as Aldo, Charles & Keith, Kenneth Cole, Clarks, Adidas, Puma, Nike etc. that are currently focusing on Indian metro-centric centres. The segment is signified primarily by the Exclusive Branded Outlet format.

The economy, mid and mid premium segment is marked by brands such as Campus, Khadim, Bata, Metro, Woodland, Lotto with a share of 40%, adopt a mixed retail approach of EBOs, LFSs, e-commerce and distribution led coverage.

Mass footwear brand retailers such as VKC, Lakhani Shoes, Relaxo, Ajanta Footwear, Lancer etc. that occupy 54% of the market, are characterized by a predominant distribution channel.

Most players have distinct positioning allowing them to capitalize on either retail or distribution business.

The retail-centricity of the sector implies a SKU offering in the range of 400-600 across dress, casual, outdoors and sports. Hence key retailers necessarily play across a) both gender segments as well as b) usage segment for completing the SKU range. International brands dwell on the international principals for design ideas and are leveraging compliant and quality hubs across India for sourcing. Indian brands have increasingly focused on offering relevant fashion at smart pricing, therefore the potential for design to act as a product differentiator.

GROWTH DRIVERS OF FOOTWEAR INDUSTRY

Growing niches and sub-segments for different occasions

The per capita consumption in terms of number of pairs of footwear owned has increased, especially in urban areas, as consumers prefer several pairs of footwear to match different occasions and outfits. Casuals and flats are preferred for daily wear as they are comfortable while travelling and commuting. Office goers opt for formal shoes for work and casuals while commuting. Dress footwear, such as high heels and glittered footwear for women and smart loafers or moccasins for men, are preferred for outdoor meets or parties. Sports and athleisure footwear is required for active lifestyle. While many brands like Bata have a comprehensive offering for all usages, brands like Adidas, Reebok, Puma, Nike and Campus are pivoted primarily around sports and athleisure.

Formal vs Casual and Open vs Closed footwear

Covid has changed consumer buying patterns across segments, from FMCG, personal care, apparel or footwear. With consumers focus on health and fitness, the demand for sports and athleisure footwear has grown. Running shoes also emerged as a top searched item under the sports footwear category. Additionally, running and walking shoes have witnessed growth, evidencing a shift from formal to casual and sports footwear. Open footwear continues to dominate the women casual and dress footwear with limited share in Men's and kids category.

Open footwear primarily has lower realization as compared to closed footwear, which has a higher realization

Footwear evolved from utility product to fashion statement

Footwear has evolved from just being a necessity as cover and protection for the feet to an important part of the fashion outfit. Along with clothing, footwear and accessories have become integral to put together a complete look. This trend in turn is continuously driving growth in volume as well as the average selling price of the footwear. Sneaker became style items and statements of identity style and youth culture that came together to form the foundations of what we now understand as sneaker culture.

High growth in sports and athleisure footwear

- **Health and Fitness**: Increasing health and fitness awareness developing sports and outdoor infrastructure, heightened influence of sports personalities and sports events is creating higher demand for sports and athleisure footwear. This is the fastest growing segment as compared to other footwear segments. Consumers are increasingly adopting an active lifestyle by participating and engaging in activities such as running, trekking, home work-outs, working out in the gym, yoga and sports such as tennis, cricket, badminton, basketball, and football. This had led to a rise in the demand for activity-specific sports footwear. Sports as a habit is increasing across demographics of gender and age thereby broad basing the target customer. COVID-19 has accelerated the demand in this segment.

- **Casual Comfort**: Consumers also increasingly prefer sports and athleisure footwear for long-distance travelling and vacation. Doctors also advise its usage for daily wear for better foot coverage and support for old-age group.

- **Fashion**: Sports footwear, now being used as a fashion element of an outfit as well, increases the target audience manifold. Buoyed by the rampant comfortable and casual dressing culture, the sports look is now being sported by celebrities and influencers not only during travelling and work outs but also for public events and appearances. It has become a mainstream fashion category so much so that casual wear brands across premium and luxury segments like Zara, H&M, Ralph Lauren have introduced product lines related to sports and athleisure.

Women segment to rise with rise in women workforce

With an increase in the women workforce, the demand for women's footwear has grown tremendously on account of growth in household incomes and emergence of varied occasions. The share of women's footwear has risen from approximately 37% in FY 2015 to approximately 41% in FY 2020 and is projected to grow at 9%, surpassing the growth of the overall category to account for approximately 44% of the total footwear market in FY 2025. Women's footwear segment entails more niches thereby necessitating to have more variety and styles as compared with men's footwear. In India, women tend to place greater emphasis on fashion than men and consequently purchase footwear more frequently as compared to men.

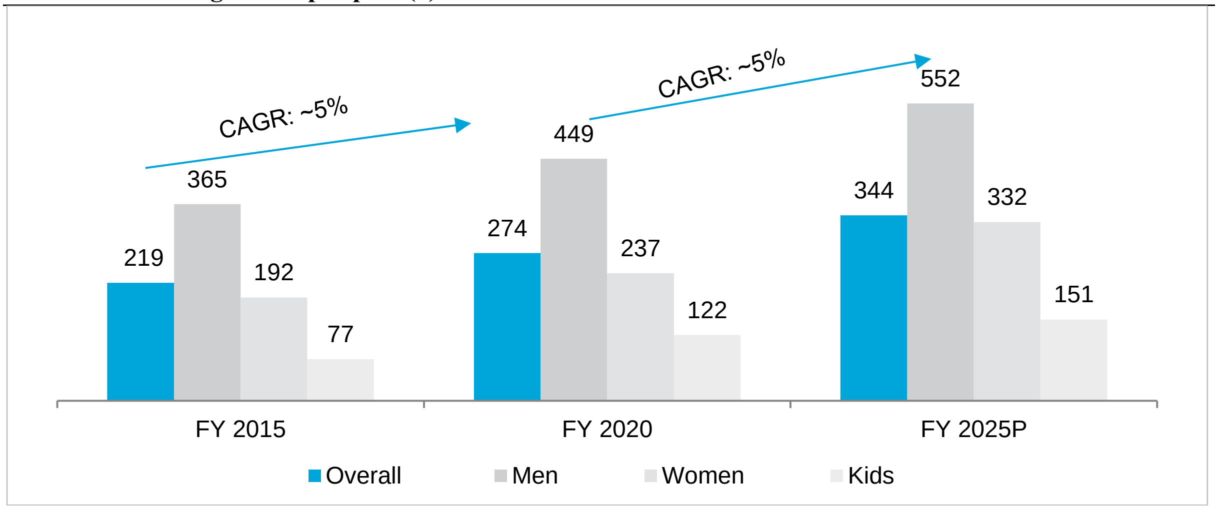
High growth in kids' segment

As household incomes have risen, expenditure on kids' products have also witnessed a growth. Kids footwear is expected to grow at a rate of 10% in the coming 5 years, well above the growth of the overall footwear market.

Premiumization

The average selling price in the Indian footwear industry has increased owing to premiumisation over the last decade. The mass segment (under ₹ 500) which constituted 56% of the total footwear retail market in FY 2015, is expected to gradually decline to account for almost 51% of the total market by FY 2025 owing to a shift in consumer preference towards high-priced products. The average selling price of a pair of footwear has grown at approximately 5% CAGR from ₹ 220 per pair in FY 2015 to ₹ 275 per pair in FY 2020 and it is expected to be ₹ 345 per pair by FY 2025. Brand consciousness, entry of international and home-grown brands and private labels, rising income levels, and demand for quality footwear have led consumers shifting to higher price points.

Exhibit 49: Average Price per pair (₹)



Source: Technopak Analysis

Owing to the rising middle class and the reverse migration post the pandemic, consumption in the Tier II and III cities is witnessing growth and this trend is expected to continue. Brands across categories including footwear are intending to increase productivity and sales by improving the value mix in these cities. Exposure to a wide variety of brands as a result of media and internet exposure, travel etc. has created a shift and consumers in smaller cities also have started to view footwear as a lifestyle product.

E-commerce significant to the growth of organised retail

Since FY 2015, e-commerce in footwear has witnessed a high CAGR of 30% and it is expected to grow at a CAGR of 16% in the coming 5 years. From a 6% market share in FY 2015 to a share of 16% in FY 2020, it is expected to account for 22% of total footwear retail by FY 2025. Vertical and horizontal marketplaces like Myntra, Ajio and Flipkart have become an alternative platform for both retail and distribution led brands. Along with this, marketplaces have also provided access to markets for smaller labels and brands. Many digital first brands and private labels like HRX have evolved through these platforms, thereby multiplying the throughput.

Multi-channel approach to address wider market segments

As players sets out to address the wider market segments, players are adopting a multi-channel approach to meet that business objective. Almost 30% of the branded goods by value are sold through traditional retail. Relaxo along with close to 400 EBOs, also leverages its deeply entrenched distribution network of approximately 50,000 retailers through 650 distributors. Bata, despite a well-entrenched network of approximately 1,560 EBOs is also present across approximately 25,000 traditional retailers. Campus distribution network covers approx. 50 EBOs, 400 Distributors, and a very strong presence on e-commerce.

Branded play and organised retail propelled on the back of urbanisation

The share of the urban population has increased from 28% in FY 2000 to 35% in FY 2020 and is expected to increase further to 50% by CY 2050. The rise in urbanization has facilitated, boosted and aggregated demand for organised retailing and the sale of branded products in India. Increased urbanization has led to higher customer density areas thus enabling retailers to use lesser number of stores to target a given number of customers.

Increase in brand consciousness

Exposure to global trends and fashions have increased overall brand consciousness among Indian consumers, especially the younger generation in urban areas. Aspiration levels have also improved over time with an increase in disposable incomes and appreciation of branded products across segments. Brand endorsements by celebrities and eminent personalities in sports and cinema have led to an increase in brand awareness among the Indian youth. In the current context, social media has played a critical role in facilitation of faster dissemination of information.

Entry of international brands in India

Brands such as Steven Madden, Adidas, Reebok, Puma, Hush Puppies, Crocs, Sketchers, Aldo, New Balance, Charles and Keith, and Asics are present in the Indian footwear industry.

Ability of home-gown brands to address the underserved demand

The market skimming approach of the premium global brands present in India has left the Indian market largely unaddressed. The ability of the home-grown brands like Campus and Relaxo to address demand across price segments based on market knowledge, supply chain efficiencies, access to markets and price advantage presents a large sized opportunity to them. Reviewing the product strategy and recalibrating the prices can help the value players meet the demand at the right price. Homegrown brands are uniquely placed in the Indian footwear industry considering their market knowledge, product offerings, mid to premium pricing and distribution mix with significant D2C presence to benefit from the industry trends like increasing focus on fitness and health, brand consciousness, rise of e-commerce, preference for homegrown brands and premiumization.

Product extensions available to footwear players

Brand positioning, retail network and market distribution ability is viewed as a competency that can be leveraged for product extension opportunity. During FY 2019-20, Mirza International has increased its product lines by launching new products under Red Tape brands like travel bags, undergarments etc. and also increased its product mix in garment and shoes segments as well. Players like Adidas, Reebok, Nike, Puma, Asics, Skechers positioned as sports and athleisure players have almost 40-50% of their total SKUs dedicated to categories other than footwear such as apparel, accessories, sports gear and luggage. Players like Under Armour and HRX have an even lesser share of footwear in their assortment. Wider portfolio with a cohesive assortment enables the players to cross sell solutions. Additionally, the other categories due to the current small base are witnessing high growth.

Sports and athleisure apparel and gear are large and fast-growing categories. Estimated at ₹ 7,500 crore, the sports and athleisure apparel market is estimated to grow at a CAGR of 16% till FY 2025. The sports and athleisure gear market currently at ₹ 975 crore is estimated to grow to ₹ 2,025 crore at a CAGR of 16%.

KEY SUCCESS FACTORS

Supply Chain Efficiencies: Agility and quick response have become a key imperative especially after COVID-19 when efficient supply chains are characterized by shorter demand cycles, technology, and closer direct-to-consumer relationships. While the south-east Asian countries have maintained their dominance in manufacturing for most global brands due to the price advantage, many global brands have also turned to local-for-local sourcing. Indian brands exercise a mixed approach of in-house manufacturing and outsourcing to local and foreign partners. For example, Campus has in-house manufacturing for uppers (~10%) and soles (~35%), with outsourcing partners being exclusive, and 100% in-house assembly, a critical aspect of the business which results in a low lead time.

Multi-channel Approach through a robust Retail Network and Distribution: Product availability across channels and geographical catchments is of paramount importance. Therefore, all major brands engage retail and distribution networks to access the markets. The financial pressures on physical stores have necessitated purpose-driven retail footprint, with specific formats for different store types.

Sustained efforts in Product Development: Quality, design technical and aesthetic, relevant pricing inventory turns are becoming lesser - The footwear industry, like other fashion-oriented industries, has a shorter design life span and requires a large number of stock keeping units ("**SKU**") in terms of varieties in colour, design, sizes, and types. On account of this, key footwear players typically tend to introduce new designs frequently to stay relevant and attract customers. Managing the supply chain to make it more responsive to frequent introductions of new design is a key challenge for retailers. Campus has been launching over 700 styles per year.

SPORTS AND ATHLEISURE FOOTWEAR RETAIL MARKET

The sports and athleisure footwear retail market is estimated to be ~₹ 11,000 crore in FY20. It contributed a share of ~15% in the overall footwear retail market. The market fell by 18% in FY21 as compared to FY20 primarily on account of the COVID-19 pandemic. Expected to grow at a CAGR of ~15% over FY20-25, well above the footwear category average, it is likely to double itself in value and account for ~21% of overall footwear retail by FY25. Amongst retail categories, sports and athleisure footwear has the highest branded penetration of ~54% in FY20, which grew to 56% in FY21, and is expected to grow to 57% in FY22 and 60% in FY25.

This organized retailing largely signified by the premium segment of the sports and athleisure footwear market in India has been dominated by the international brands such as Adidas, Nike, Adidas, Puma and Lotto. Most of these brands entered the country in the 1990s and in the years that followed and established their presence through local franchisees. However, the entry of new Indian brands along with international brands across value segments and niches is propelling this segment to grow. Campus is one of the very few established Indian brands in a segment which is primarily dominated by international brands.

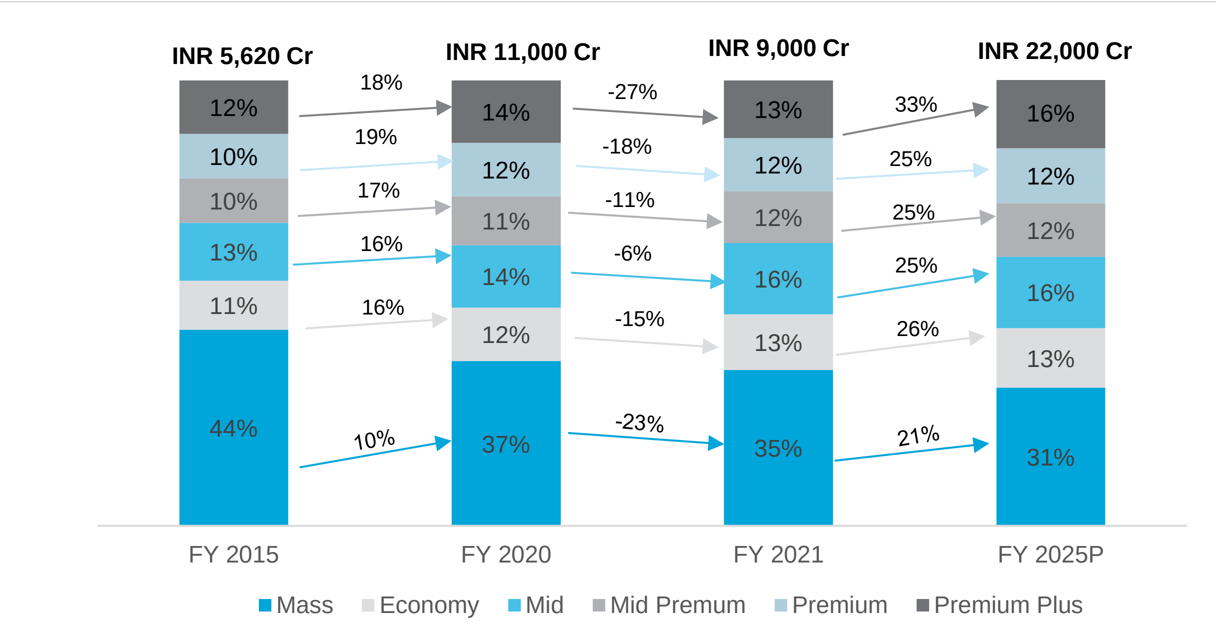
Sports and athleisure footwear is highly under penetrated in India. The under penetration in this segment is evidenced by the extremely low footwear penetration per capita as compared to developed economies, as well as the low contribution of sports and athleisure footwear to overall footwear. These factors suggest a high growth runway for the segment.

Exhibit 50: Contribution of Sports and Athleisure Footwear – FY2020

	Footwear Retail (USD bn)	Sports and Athleisure Footwear Retail (USD bn)	Share	Population (billion)	Per Capita Annual Expenditure on Sports and Athleisure Footwear (USD)
Global	340.0	103.8	31%	7.80	13.3
India	9.6	1.5	15%	1.38	1.1
China	61.0	14.5	24%	1.43	10.1
USA	95.0	36.5	38%	0.33	110.6

Source: Secondary Research

Exhibit 51: Price Segments Split in the Sports and Athleisure Footwear Retail Market



Source: Technopak Analysis, Note: Mass (<₹ 500), Economy (₹ 501 - ₹ 1,000), Mid (₹ 1,001 – 1,500), Mid Premium (1,501 - 2,000), Premium (2,001-3,000), Premium Plus (₹ 3,000+)

The contribution of men’s products in the organized sports and athleisure footwear is estimated to be higher than that in the overall footwear category. While the women’s and kids’ market did not witness a rapid growth initially, in the last few years, this market has registered a significantly increased demand.

Exhibit 52: Age Segmentation in Sports and Athleisure Footwear Retail Market

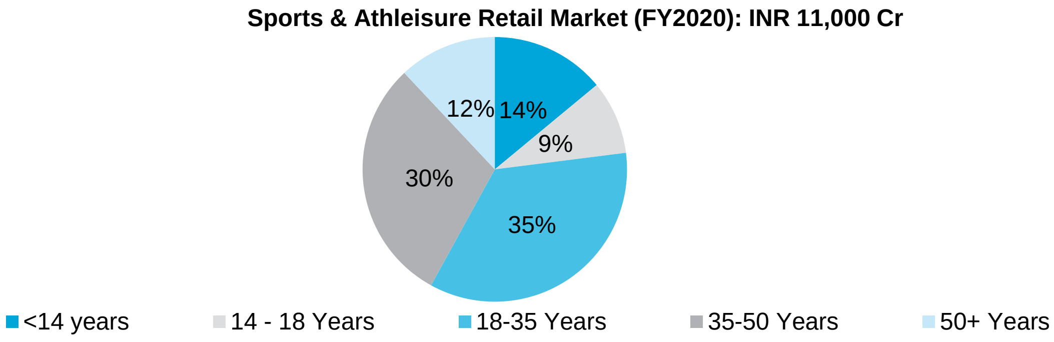
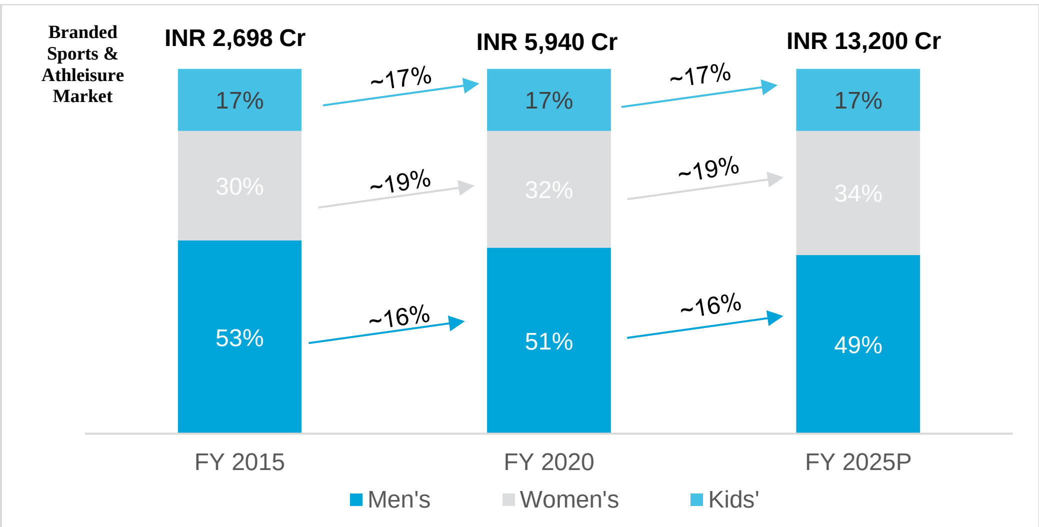


Exhibit 53: Customer Segment Split in Branded Sports and Athleisure Footwear Retail Market



Source: Technopak Analysis

KEY PLAYERS IN SPORTS AND ATHLEISURE FOOTWEAR RETAIL MARKET IN INDIA

Indian sports and athleisure market has a number of international players like Adidas, Puma, Nike etc. Few Indian brands like Liberty and Khadims have extended into the category with a small share of the revenue from the sports and athleisure segment. Campus is the only homegrown sports and athleisure brand with almost 90% of its revenue from the category. The top three players in the category in India include two international players and one domestic player – Adidas, Puma and Campus. While Campus was one of the top 3 sports and athleisure footwear brands in FY 2019 and FY 2020, it is the largest sports and athleisure footwear brand in India by value in Fiscal 2021. Campus was also the fastest growing scaled sports and athleisure footwear brand in India over FY 2019 to FY 2021 (scaled brands being those with over ₹ 200 crores of revenue in FY19).

Exhibit 54: Revenue of Key Sports and Athleisure Focussed Players in India (₹ crore)

Key Sports and Athleisure Focussed Brands	Indian/ International	Total Revenue			Revenue from Footwear Segment			CAGR FY19-21 (Revenue)	Total Footwear Volume (Estimated)	
		FY 2019	FY 2020	FY 2021	FY 2019	FY 2020	FY 2021		FY 2020	FY 2021
Campus	Indian	590	732	710	590	732	710	10%	1.4	1.3

Key Sports and Athleisure Focussed Brands	Indian/ International	Total Revenue			Revenue from Footwear Segment			CAGR FY19-21 (Revenue)	Total Footwear Volume (Estimated)	
		FY 2019	FY 2020	FY 2021	FY 2019	FY 2020	FY 2021		FY 2020	FY 2021
Puma*	International	1153	1,412	1,271	600	734	661	5%	0.4	0.3
Adidas	International	1221	1,198	914	599	756	517	-7%	0.5	0.3
Skechers**	International	627	750	650	439	525	455	2%	0.2	0.2
Nike *	International	814	760	NA	549	502	377	-17%	0.3	0.2
SparX	Indian	770	840	670	340	380	270	-11%	0.7	0.6
Reebok	International	400	429	310	311	334	263	-8%	0.3	0.2
Power	International	440	458	256	440	458	256	-24%	0.8	0.5
Asics	International	137	162	177	119	141	156	14%	0.1	0.1
Asian	Indian	64	103	NA	64	103	NA	NA	0.2	NA

Source: MCA Report, Annual Reports, Secondary and Primary Research
**Puma and Nike – FY 2021 MCA not available so revenue estimated. Estimates are arrived at basis reference from relevant data on geographic performance for the year that has been published in respective regulatory filings of the internationally listed parent companies.*
Puma has its financial year ending as on Dec 31st; hence CY 2017 has been considered as FY 2018 and so on
***Skechers – FY2020 and FY2021 MCA available only for one entity out of 2 registered entities so total revenue estimated*
**** Brand 'Power' from Bata*
**** Sparx from Relaxo has a number of footwear segments including large share (fabricated) slippers/ flip-flops and casual footwear contributing almost approximately 50-60% to the brand revenue so only relevant segment has been considered for turnover from footwear*

Campus had an approximately 15% share of the branded sports and athleisure footwear retail market in India by value in FY20, which increased to approximately 17% share in FY21. Campus is the largest sports and athleisure footwear brand in India by volume, with a market share of 21-24% of the branded market in FY2020, which increased to 25-28% in FY2021.

It is to be noted that for the purpose of computing market share by value at retail, a 20% mark-up has been applied on reported revenues of the players to account for various channel margins. A similar 20% mark-up has also been considered while arriving at the retail market size.

SECTION VI: COMPETITIVE LANDSCAPE

EVOLUTION OF SPORTS AND ATHLEISURE FOOTWEAR IN INDIA

Phase 1: Emergence of Indian Brands (1985-1994)

The decade 1985-1994 is the evolutionary phase of branded play and organized retailing in footwear retail market, majorly focused on casual and formal footwear marked by the presence of a handful of brands such as Action, Relaxo.

Phase 2: Advent of global athleisure Players and EBOs (1995-2004)

The next decade was signified by entry of global brands like Adidas, Nike, Reebok, Fila, Puma. Most of these global brands happened to be sports and athleisure centric creating a branded premium sports and athleisure segment within the footwear market. These brands developed their retail footprint by establishing a network of EBOs as contrast to the distribution led approach of brands in the previous years. Engagement with athletes and sports people for endorsements enabled to garner popularity and aspirational value.

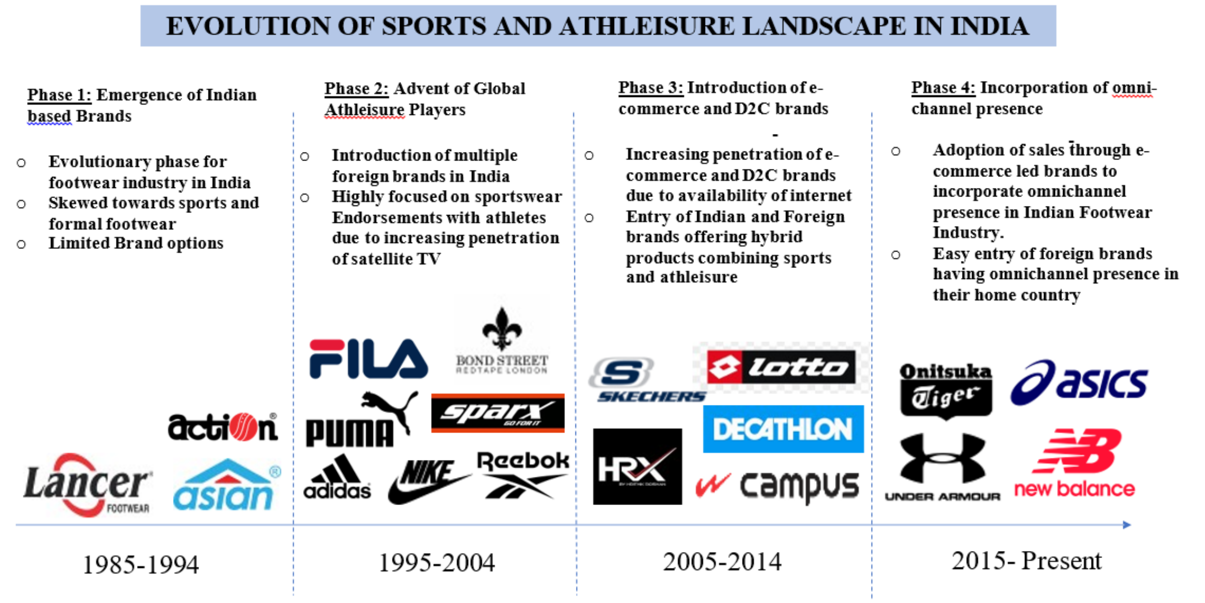
Phase 3: Introduction of e-commerce and D2C Brands (2005-2014)

From 2005 onwards, the market became more dynamic with the entry of many more international luxury and premium brands, homegrown brands in the value segment, expansion in footprints, large format multi-brand retail formats and their private labelling and emergence of e-commerce. During this decade brands like HRX, Campus, Lotto, Skechers, were launched in the Indian footwear market. E-commerce marketplaces, both horizontal and vertical started emerging as sales platforms. However, the scale remained limited due to reservation in adoption and logistics constraints such internet and device penetration, challenges in deliveries and payments. Retailers also developed their transactional websites to enable digital sales. Some D2C brands like Decathlon, Solethreads operating with a combination of stores and website and many digital first brands came into being.

Phase 4: Strengthening of Omnichannel Presence (2015-Present)

Since 2015, e-commerce has continued to gain foothold. Share of e-commerce within overall footwear retail has been steadily growing as is the revenue share for brands through e-commerce. Many international premium brands like Onitsuka Tiger/Asics and Under Armour choose e-commerce partnerships with Myntra to enter and test waters in India. Brands expanding their business model to focus on direct connect with consumers through EBOs and online presence.

Exhibit 55: Evolution of Sports and Athleisure Footwear Landscape in India



Sports and Athleisure Footwear Retail Market: Competition Mapping

Indian sports and athleisure footwear market is dominated by large national and international players like Adidas, Asian Footwear, Asics, Bata, Campus, Decathlon, Fila, HRX, Khadim, Lancer, Liberty Shoes, Lotto, Metro Shoes, Mirza International, New Balance, Nike, Onitsuka Tiger, Puma, Reebok, Skecher, Under Armour etc.

The transformed lifestyle has been complemented with access to gyms and neighborhood parks, pushing an increased number of people to take up activities like running and cross fit and has led to an increase in popularity and traction in consumers across all socio-economic levels. Sports and athleisure footwear has seen penetration of brands and private labels across a wide spectrum ranging from value to luxury.

(A) SKU Mapping

Product Type

While brands like Adidas, Reebok, Nike, Puma, Skechers, Asics, Under Armour, Campus, Lotto, Fila, HRX, Lancer and Columbus are fulcrumed around sport and athleisure, brands like Bata, Khadim, Liberty, Metro Shoes are leaning towards casual and formal footwear. Apart from the International brands in the sports and athleisure footwear segment which offer a large number of SKUs, Campus is the only Indian brand with a wide portfolio of sports and athleisure footwear in India as of FY 2021. Campus offers one of the widest portfolios of footwear products among sports and athleisure footwear brands in India in terms of SKUs as of September 30, 2021. Other Indian footwear brands have extended into the sports and athleisure footwear segment with a limited product portfolio.

Exhibit 56: Key Players: Footwear SKU Offer across Usage Types

Brands	Total Footwear SKUs	Casual	Sports and Athleisure	Formal	Outdoor	School Uniform
Adidas	7,673	0%	92%	0%	8%	0%
Asian Footwear	3,970	62%	38%	0%	0%	0%
Asics	1,486	21%	60%	0%	19%	0%
Bata	5,176	69%	10%	17%	2%	2%
Campus	6,388	0%	100%	0%	0%	0%
Decathlon	292	0%	80%	0%	20%	0%
Fila	1,000	0%	100%	0%	0%	0%
HRX	470	34%	62%	0%	4%	0%
Khadim	1,281	38%	12%	30%	17%	3%
Lancer	3,000	20%	70%	2%	4%	4%
Liberty Shoes	1,516	52%	19%	18%	9%	2%
Lotto	200	0%	100%	0%	0%	0%
Metro Shoes	1,419	63%	0%	20%	17%	0%
Mirza International	1,364	15%	50%	30%	4%	1%
New Balance	3,049	30%	66%	0%	4%	0%
Nike	2,570	15%	76%	0%	9%	0%
Onitsuka Tiger	453	0%	100%	0%	0%	0%
Puma	7,234	28%	64%	0%	8%	0%
Reebok	1,644	6%	78%	0%	16%	0%
Relaxo	5,175	72%	18%	5%	0%	5%
Skechers	1,117	10%	47%	4%	39%	0%
Under Armour	160	15%	80%	0%	5%	0%

Source: Secondary Research, Technopak Analysis; Considered Myntra for HRX and Under Armour, Amazon for Lancer and Fila; SKU listing as of Sept 2021 from the company website

(B) Customer Segments

Men's footwear currently dominates the sports and athleisure footwear retail market. Players like Campus, Columbus, Lancer, Mirza International are men centric, whereas Asian and Metro Shoes are women focused brands. Brands like Adidas, Reebok, Decathlon, Lotto, Nike, and Puma maintain an equitable focus on men, women, and kids commensurate with the organised market forces.

Exhibit 57: Key Players: Footwear SKU Offer across Customer Segment Type

Brands	Total Footwear SKUs	Men	Women	Kids
Adidas	7,673	57%	23%	20%
Asian Footwear	3,970	22%	75%	3%
Asics	1,496	65%	29%	6%
Bata	5,176	44%	43%	13%
Campus	6,388	69%	9%	22%
Decathlon	292	43%	29%	28%
Fila	1,000	50%	50%	0%
HRX	470	54%	46%	0%
Khadim	1,281	35%	45%	20%
Lancer	3,000	90%	9%	1%
Liberty Shoes	1,516	54%	33%	13%

Brands	Total Footwear SKUs	Men	Women	Kids
Lotto	200	53%	23%	24%
Metro Shoe	1,419	27%	63%	10%
Mirza International	1,364	82%	16%	2%
New Balance	3,049	52%	35%	13%
Nike	2,570	56%	25%	19%
Onitsuka Tiger	453	44%	47%	9%
Puma	7,234	44%	34%	22%
Reebok	1,644	57%	34%	9%
Relaxo	5,175	52%	35%	13%
Skechers	1,117	39%	48%	13%
Under Armour	160	51%	49%	0%

Source: Secondary Research, Technopak Analysis; Considered Myntra for HRX and Under Armour, Amazon for Lancer and Fila; SKU listing as of sept 2021 from the company website

(C) Price Segmentation

Branded penetration in the market has a skew towards mid to premium price points and there is limited offering in the value and mid premium price points leading to pricing gaps in the market. These gaps in the market have provided an opportunity for retailers to capture these segments. Brands like Bata, Campus, Khadim, Liberty Shoes, Relaxo, Asian Footwear and Lancer are filling in this gap. Among key sports and athleisure brands (more than 60% of their SKUs are sports and athleisure footwear segment), the international brands are largely present in the semi premium and premium segment. Players like Campus and HRX not only have a wide portfolio but are also present in 3 or more price segments. Campus is one of the most relevant brands in sports and athleisure footwear in India, and covers over 85% of the addressable market as of Fiscal 2021, which is the highest amongst key sports and athleisure footwear brands. Campus is also one of the only Indian brands in the premium category of the sports and athleisure footwear industry in India as of Fiscal 2021.

Exhibit 58: Key Players: Footwear SKU Offer across Price Segments

Brands	Total Footwear SKUs	Mass (<₹ 500)	Economy (₹ 501 - ₹ 1,000)	Mid (₹ 1,001 – ₹ 1,500)	Mid Premium (₹ 1,501 – ₹ 2,000)	Premium (₹ 2,001 – ₹ 3,000)	Premium Plus (₹ 3,000+)
Adidas	7,673	0%	1%	4%	4%	18%	73%
Asian Footwear	3,970	8%	77%	15%	0%	0%	0%
Asics	1,496	0%	0%	2%	2%	4%	92%
Bata	5,176	17%	31%	8%	12%	11%	21%
Campus	6,388	10%	45%	23%	18%	3%	approximately <1%
Decathlon	292	3%	13%	15%	18%	18%	32%
Fila	1,000	0%	0%	0%	0%	0%	100%
HRX	470	0%	0%	0%	0%	30%	70%
Khadim	1,281	37%	49%	8%	3%	2%	<1%
Lancer	600	0%	65%	15%	20%	0%	0%
Liberty Shoes	1,516	21%	38%	12%	12%	8%	9%
Lotto	200	0%	0%	0%	0%	0%	100%
Metro Shoes	1,419	0%	0%	0%	6%	9%	85%
Mirza International	1,364	0%	0%	0%	0%	7%	93%
New Balance	3,049	0%	0%	0%	1%	4%	95%

Brands	Total Footwear SKUs	Mass (<₹ 500)	Economy (₹ 501 - ₹ 1,000)	Mid (₹ 1,001 – ₹ 1,500)	Mid Premium (₹ 1,501 – ₹ 2,000)	Premium (₹ 2,001 – ₹ 3,000)	Premium Plus (₹ 3,000+)
Nike	2,570	0%	0%	0%	0%	6%	94%
Onitsuka Tiger	453	0%	0%	0%	0%	0%	100%
Puma	7,234	0%	0%	0%	10%	30%	60%
Reebok	1,644	0%	1%	3%	4%	10%	82%
Relaxo	5,175	78%	16%	4%	2%	0%	0%
Skechers	1,117	0%	0%	0%	0%	6%	94%
Under Armour	160	0%	0%	0%	0%	3%	97%

Source: Secondary Research, Technopak Analysis; Considered Myntra for HRX and Under Armour, Amazon for Lancer and Fila; SKU listing as of sept 2021 from the company website

Sports and Athleisure Footwear

Exhibit 59: Key Players: Footwear SKU Offer across Price Segments (%)

Brands	Total Footwear SKUs	Mass (<₹ 500)	Mid / Economy (₹ 501 - ₹ 1,000)	Semi-Premium (₹ 1,001 – ₹ 1,500)	(₹ 1,501 – ₹ 2,000)	(₹ 2,001 – ₹ 3,000)	Premium Plus (₹ 3,000+)
Adidas	7,059	0%	1%	4%	4%	18%	73%
Asian Footwear	1,509	0%	87%	14%	0%	0%	0%
Asics	898	0%	0%	0%	0%	3%	97%
Bata	518	0%	63%	14%	13%	0%	10%
Campus	6,388	10%	45%	23%	18%	3%	approximately <1%
Decathlon	234	3%	13%	15%	18%	18%	32%
Fila	1,000	0%	0%	0%	0%	0%	100%
HRX	291	0%	0%	0%	0%	30%	70%
Khadim	154	10%	78%	12%	0%	0%	0%
Lancer	2,100	0%	73%	11%	16%	0%	0%
Liberty Shoes	288	0%	51%	14%	17%	12%	6%
Lotto	200	0%	0%	0%	0%	0%	100%
Metro Shoes	0	0%	0%	0%	6%	0%	0%
Mirza International	682	0%	0%	0%	0%	11%	89%
New Balance	2,012	0%	0%	0%	0%	5%	95%
Nike	1,953	0%	0%	0%	0%	9%	91%
Onitsuka Tiger	453	0%	0%	0%	0%	0%	100%
Puma	4,630	0%	0%	0%	9%	14%	77%
Reebok	1,282	0%	0%	0%	5%	7%	88%
Relaxo	932	9%	74%	10%	7%	0%	0%
Skechers	525	0%	0%	0%	0%	3%	97%
Under Armour	128	0%	0%	0%	0%	2%	98%

Source: Secondary Research, Technopak Analysis; Considered Myntra for HRX and Under Armour, Amazon for Lancer and Fila; SKU listing as of sept 2021 from the company website

Retail Channels

Retail led Brand: Brands which largely depend on their own network of EBOs or their own website sales such as Adidas, Bata, Decathlon, Nike, Puma.

Distribution led Brands: Brands which largely depend on intermediaries such as distributors and wholesalers to gain market access such as Campus, Relaxo, Columbus, Lancer.

Many mid to premium brands adopt a hybrid approach for maximum market coverage. Markets wherein stores may not be commercially viable are accessed through distributors and their retail network. Presence across distribution channels also hedges business risks.

Exhibit 60: Presence across Retail Channels

Brands	Modern Retail			Traditional Retail
	EBOs	LFSs/MBOs	Online	
Adidas	✓	✓	✓	-
Asian Footwear		✓	✓	✓
Asics	✓		✓	-
Bata	✓	✓	✓	✓
Campus	✓	✓	✓	✓
Decathlon	✓	-	✓	-
Fila	-	✓	✓	-
HRX	-	-	✓	-
Khadim	✓	✓	✓	✓
Lancer	-	✓	✓	✓
Liberty Shoes	✓	✓	✓	✓
Lotto	✓	✓	✓	
Metro Shoes	✓	✓	✓	✓
Mirza International	✓	✓	✓	✓
New Balance	✓	✓	✓	-
Nike	✓	✓	✓	-
Onitsuka Tiger	✓	✓	✓	-
Puma	✓	✓	✓	-
Reebok	✓	✓	✓	-
Relaxo	✓	✓	✓	✓
Skechers	✓	✓	✓	-
Under Armour	✓	✓	✓	-

Source: Secondary sources, Technopak Analysis.

Average Selling Price

Among the key players of footwear retail market, international sports and athleisure footwear brands like Adidas, Fila, New Balance, Nike, Onitsuka Tiger, Puma, Reebok, Skechers, Under Armour have average selling price (ASP) in the range of ₹ 2,000-4,000. While Indian brands like Columbus, Liberty Shoes, Lancer, Metro Shoes, HRX, Khadim, Relaxo, etc. have an average selling price in the range of ₹ 500-1,400.

Exhibit 61: Average Selling Price

Brands	ASP in ₹
Adidas	~1,800-2,400
Asian Footwear	~ 600-800
Asics	~ 1,900-2,300
Bata	~ 900
Campus	~ 600-700
Decathlon	~ 800-1,100
Fila	~ 2,800-3,200
HRX	~ 1,200-1,500
Khadim	~ 1,000-1,300
Lancer	~ 700-900

Brands	ASP in ₹
Liberty Shoes	~ 500-700
Lotto	~ 3,000-3,300
Metro Shoes	~ 1,200-1,400
Mirza International	~ 3,300-3,600
New Balance	~ 3,200-3,600
Nike	~ 2,900-3,200
Onitsuka Tiger	~ 3,400-3,800
Puma	~ 2,800-3,400
Reebok	~ 3,000-3,300
Relaxo	~ 150-250
Skechers	~ 3,600-4,000
Under Armour	~ 4,000-4,500

Source: Annual Reports, Secondary Research, Technopak Analysis; Store Locators; Company Websites; General Discounts are on online sales only; NA – Not Available; Data for Campus is provided

Manufacturing and Assembly Policy

India is amongst the top manufacturers for global brands such as Nike, Puma and Adidas, with over 80% of their products being outsources and manufactured in Asia-Pacific Countries (APAC) region. Given the small scale, D2C brands like HRX, are outsourcing to countries like China, wherein quality and design standards are met in a cost-efficient way. Footwear brands such as Bata, Liberty and Mirza International follow a mix of in-house manufacturing and outsourcing (mix of Indian and foreign vendors). Established brands such as Metro Shoes and Khadim also prefer to outsource their manufacturing and maintaining an asset-light model. Due to high requirement of outsourcing, footwear manufacturing specialists have emerged within India such as SSIPL, which have developed capabilities to be the exclusive manufacturers for brands such as Puma, Lotto for the Indian market. They also work with other reputed international brands such as Asics, Converse, and Power with an average output of 2.4 million shoes per annum. The industry average for manufacturing lead time is 90 to 120 days.

Exhibit 62: Manufacturing/Outsourcing Approach of Key Players of footwear Industry

Brands	Manufacturing/Outsourcing Approach
Adidas	-Almost 100% outsourced
	-25 manufacturing partners globally in footwear
Nike	- 85% of Nike's footwear is delivered on lean manufacturing lines
	-96% manufacturers are in Vietnam, China, Indonesia, and Thailand
Puma	-96% production from APAC countries with Vietnam producing 35% of all Puma products
Bata	-4 manufacturing plants strategically located PAN India
	-Largest factory in Batanagar started in 1931
	- approximately 50% manufacturing in-house, 50% outsourced
	- Annual production capacity 21 million pairs
Campus	- In-house manufacturing for uppers (approximately 10%) and soles (approximately 35%)
	- 100% in-house assembly
	- approximately 90% outsourcing for uppers and approximately 65% for soles
HRX	- Manufactured in various parts of China and Vietnam
Liberty Shoes	-6 manufacturing plants located PAN India
	-Produces approximately 50,000 pairs per day
Khadim	- 2 manufacturing plants in Kolkata and Kanpur
	- Follow an asset light model
	- 2 exclusive outsourced manufacturing facilities
	- approximately 90% of all products* sold are outsourced

Brands	Manufacturing/Outsourcing Approach
Metro Shoes	- 100% third party outsourced products
	- Maintain an Asset light model
Mirza International	- 6 integrated manufacturing facilities PAN India
	- 6.4 million pairs produced per annum
	- approximately 55% of all products* are manufactured in-house
	- Outsource production of footwear to China who exclusively manufacture for Mirza International

Source: Annual Reports, Secondary Research, Technopak Analysis
Note: All products include Footwear, apparels, and accessories*

Raw Material Procurement Policy

Production of footwear requires raw materials such as leather, rexine (registered trademark of an artificial leather like fabric), inter-lining, PVC sole, rubber, net, cotton, etc. China and other Asia Pacific countries are the largest exporters of raw materials required for producing footwear.

Adidas' global business operation division categorises suppliers into five categories -strategic suppliers, subcontractors, material and service providers, licensees and agents. Adidas currently has over 35 strategic suppliers for footwear, 60+ suppliers for apparel and 15+ suppliers for hardware. Approximately 80% of these strategic suppliers are based in APAC region. In India, Adidas sources approximately 30% of their raw materials from small and medium enterprises. Nike India and HRX procures 100% of its raw material from other countries, mainly China and Vietnam. Liberty Shoes is looking to align its supply chain with 'Vocal for Local' strategy started by Government of India and aims to prioritise local markets for its raw material requirement. Metro Shoes procures approximately 58% of their raw materials from domestic sources and 42% of raw material from international country and international third-party agents. Campus has more than 85% raw material sourcing from domestic market, which provides it with significant supply chain efficiencies, while maintaining quality standards through 100% in-house assembly.

Financial Metrics

Revenue

Revenue registered in FY 2018 and FY 2020 indicate that most players have been able to register growth. Players like Decathlon, Campus, Puma have witnessed high growth, driven by their increasing appeal to consumers, strong marketing and presence in the high growth segment of sports and athleisure.

Exhibit 63: Revenue (in ₹ crore) for Private and Public Listed Players

Brands	Revenue				CAGR 2018-20	Growth 2020-21
	FY 2018	FY 2019	FY 2020	FY 2021		
Adidas	1114	1221	1198	914	4%	-24%
Asian Footwear	47	64	103	NA	48%	NA
Asics	93	137	162	176	32%	9%
Bata	2641	2931	3056	1708	8%	-44%
Campus	510	595	732	711	20%	-3%
Decathlon	1277	1775	2208	NA	32%	NA
Khadim	749	799	772	626	2%	-19%
Lancer	78	103	99	NA	13%	NA
Liberty Shoes	544	602	652	458	9%	-30%
Metro Shoes	1043	1217	1285	800	11%	-38%
Mirza International	972	1152	1260	1049	14%	-17%
Nike	815	814	760	NA	-3%	NA

Brands	Revenue				CAGR 2018-20	Growth 2020-21
	FY 2018	FY 2019	FY 2020	FY 2021		
Puma	1031	1153	1412	NA	17%	NA
Reebok	388	400	429	316	5%	-26%
Relaxo	1949	2292	2410	2359	11%	-2%
Under Armour	NA	NA	44	NA	NA	NA
Skechers	345	507	659	577	38%	-12%

Source: Annual Reports from respective company websites or MCA, Secondary Research, Technopak Analysis, Revenue for standalone businesses ss MCA reports
FY 2021 data is not available for some players; NA-Not Available, Puma has its financial year ending as on Dec 31st; hence CY 2017 has been considered as FY 2018 and so on

The overall footwear retail market in India witnessed de-growth in FY 2021 owing to the impact of COVID 19. While key public listed players like Bata, Metro Shoes and Liberty Shoes witnessed a de-growth of 30-45%, Relaxo (value segment) and Campus (sports and athleisure footwear) witnessed only marginal de-growth of 2-3%, showcasing inelasticity of demand for their products. International players like Adidas and Reebok also witnessed a 24-26% degrowth in FY 2021.

Margins

Gross Margins - Gross margin is the money a company retains after incurring the direct costs associated with producing the goods it sells and the services it provides.

EBIDTA Margins - EBITDA margin is a measure of a company's operating profitability. EBITDA margins for certain players have increased from FY19 due to a change in the accounting methodology (adoption of IND-AS 116), which impacts retail focused players who follow a lease model.

PAT Margin - PAT margin is the percentage of revenue remaining after all operating expenses, interest and taxes have been deducted from a company's total revenue.

Exhibit 64: Margin Profiles

Brands	Gross Margin				EBITDA Margin				PAT Margin			
	FY 2018	FY 2019	FY 2020	FY 2021	FY 2018	FY 2019	FY 2020	FY 2021	FY 2018	FY 2019	FY 2020	FY 2021
Adidas	47%	47%	47%	41%	19%	21%	21%	10%	12%	14%	13%	5%
Asian Footwear	36%	35%	33%	NA	13%	11%	8%	NA	3%	3%	3%	NA
Asics	35%	38%	38%	34%	14%	7%	4%	8%	9%	3%	1%	5%
Bata	54%	56%	58%	51%	14%	17%	28%	10%	8%	11%	11%	-5%
Campus	43%	46%	48%	47%	16%	16%	19%	16%	6%	7%	8%	4%
Decathlon	41%	39%	34%	NA	-3%	1%	6%	NA	0%	1%	-3%	NA
Khadim	43%	38%	36%	29%	10%	7%	4%	1%	%	3%	-4%	-5%
Lancer	35%	35%	35%	NA	8%	9%	10%	NA	3%	3%	3%	NA
Liberty Shoes	47%	48%	48%	52%	7%	7%	9%	11%	1%	1%	1%	0%
Metro Shoes	56%	55%	56%	55%	21%	28%	27%	21%	13%	12%	12%	7%
Mirza International	51%	43%	44%	44%	18%	12%	14%	11%	8%	4%	4%	1%
Nike	44%	47%	44%	NA	3%	10%	8%	NA	-6%	1%	4%	NA
Puma	41%	43%	45%	NA	3%	2%	3%	NA	1%	0%	-1%	NA
Reebok	40%	43%	44%	33%	11%	11%	17%	3%	9%	9%	16%	1%
Relaxo	55%	52%	57%	56%	16%	14%	17%	21%	8%	8%	9%	12%
Under Armour	NA	NA	42%	NA	NA	NA	-19%	NA	NA	NA	-20%	NA
Skechers	43%	45%	40%	39%	19%	24%	17%	11%	11%	15%	9%	3%

Source: Annual Reports from respective company websites or MCA, Secondary Research, Technopak Analysis,
FY 2021 data is not available for some players; NA-Not Available; Gross Margin = (Revenue-COGS)/Revenue; EBITDA Margin = EBITDA/Revenue from operations; PAT Margin = PAT/Total income; Puma has its financial year ending as on Dec 31st; hence CY 2017 has been considered as FY 2018 and so on

Key Financial Ratios

Return on Capital Employed

ROCE (Return on capital employed) indicates the company's efficiency because it measures the company's profitability after factoring in the capital that has been used to achieve that profitability. Players like Bata, Decathlon, Puma, Relaxo, have revenue 2-4 times what Campus had in FY 2020, but the ROCE metrics indicate that Campus is more efficiently generating profit from its capital. ROCE is a better gauge for the performance or profitability of the company over long periods. Campus had amongst the highest return on capital employed footwear brands in India in over the last four financial years.

Exhibit 65: Return on capital employed

Brands	ROCE			
	FY 2018	FY 2019	FY 2020	FY 2021
Adidas	31%	30%	21%	7%
Asian Footwear	19%	17%	22%	NA
Asics	22%	13%	5%	10%
Bata	22%	27%	21%	0%
Campus	40%	38%	30%	21%
Decathlon	-10%	-2%	-1%	NA
Khadim	25%	15%	-1%	-6%
Lancer	18%	22%	20%	NA
Liberty Shoes	9%	14%	9%	6%
Metro Shoes	36%	26%	20%	10%
Mirza International	17%	12%	13%	6%
Nike	-39%	-115%	15%	NA
Puma	21%	13%	16%	NA
Reebok	21%	20%	25%	2%
Relaxo	28%	23%	24%	24%
Under Armour	NA	NA	-18%	NA
Skechers	60%	61%	26%	9%

Source: Annual Reports from respective company websites or MCA, Secondary Research, Technopak Analysis, FY 2021 data is not available for some players; NA-Not Available; ROCE = EBIT/ (Total Assets – Current Liabilities); Puma has its financial year ending as on December 31, hence CY17 has been considered as FY18 and so on.

OUR BUSINESS

Some of the information in the following section, especially information with respect to our plans and strategies, contain certain forward-looking statements that involve risks and uncertainties. You should read the section "Forward-looking Statements" on page 18 for a discussion of the risks and uncertainties related to those statements and the section "Risk Factors" on page 27 for a discussion of certain risks 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.

*The industry-related information contained in this section is derived from the industry report titled "Report on Footwear Retail in India" dated December 18, 2021 prepared by Technopak (the "**Technopak Report**"). We commissioned and paid for the Technopak Report for the purposes of confirming our understanding of the industry specifically for the purpose of the Offer, as no report is publicly available which provides a comprehensive industry analysis, particularly for our Company's products, that may be similar to the Technopak Report.*

We have included certain non-GAAP financial measures and other performance indicators relating to our financial performance and business in this Draft Red Herring Prospectus, each of which are supplemental measures of our performance and liquidity and are not required by, or presented in accordance with Ind AS, Indian GAAP, IFRS or U.S. GAAP. Such measures and indicators are not defined under Ind AS, IFRS or U.S. GAAP, and therefore, should not be viewed as substitutes for performance, liquidity or profitability measures under Ind AS, IFRS or U.S. GAAP. In addition, such measures and indicators, are not standardized terms, hence a direct comparison of these measures and indicators between companies may not be possible. Other companies may calculate these measures and indicators differently from us, limiting their usefulness as a comparative measure. Although such measures and indicators are not a measure of performance calculated in accordance with applicable accounting standards, our Company's management believes that they are useful to an investor in evaluating us as they are widely used measures to evaluate a company's operating performance.

Our financial year-ends on March 31 of each year, so all references to a particular FY, Fiscal or Fiscal Year, Financial or Financial Year are to the 12 months ended March 31 of that year.

Overview

Campus

We are the largest sports and athleisure footwear brand in India in terms of value and volume in Fiscal 2021. (*Source: Technopak Report*). We introduced our brand 'CAMPUS' in 2005 and are a lifestyle-oriented sports and athleisure footwear company that offers a diverse product portfolio for the entire family. We offer multiple choices across styles, color palettes, price points and an attractive product value proposition.

Our strength in the Indian sports and athleisure footwear landscape is demonstrated on account of the following (*Source: Technopak Report*):

❖ We are the largest sports and athleisure footwear brand in India, both in terms of value and volume in Fiscal 2021.

❖ We are the fastest growing scaled sports and athleisure footwear brand (scaled brands being brands with over ₹ 2 billion of revenue in Fiscal 2019) in India over Fiscal 2019 to Fiscal 2021.

❖ We had an approximately 15% market share in the branded sports and athleisure footwear industry in India by value for Fiscal 2020, which increased to approximately 17% in Fiscal 2021.

❖ We are one of the very few established Indian brands in a segment which is primarily dominated by international brands.

❖ We are one of the most relevant brands in this segment, covering more than 85% of the total addressable market for sports and athleisure footwear in India as of Fiscal 2021.

Our vision and mission statements are:

Our Vision: To encourage free creative and confident self-expression and raise shoe consciousness.

Our Mission: To emerge as the most preferred sports and athleisure brand in India while becoming an integral part of daily active lifestyle of every Indian.

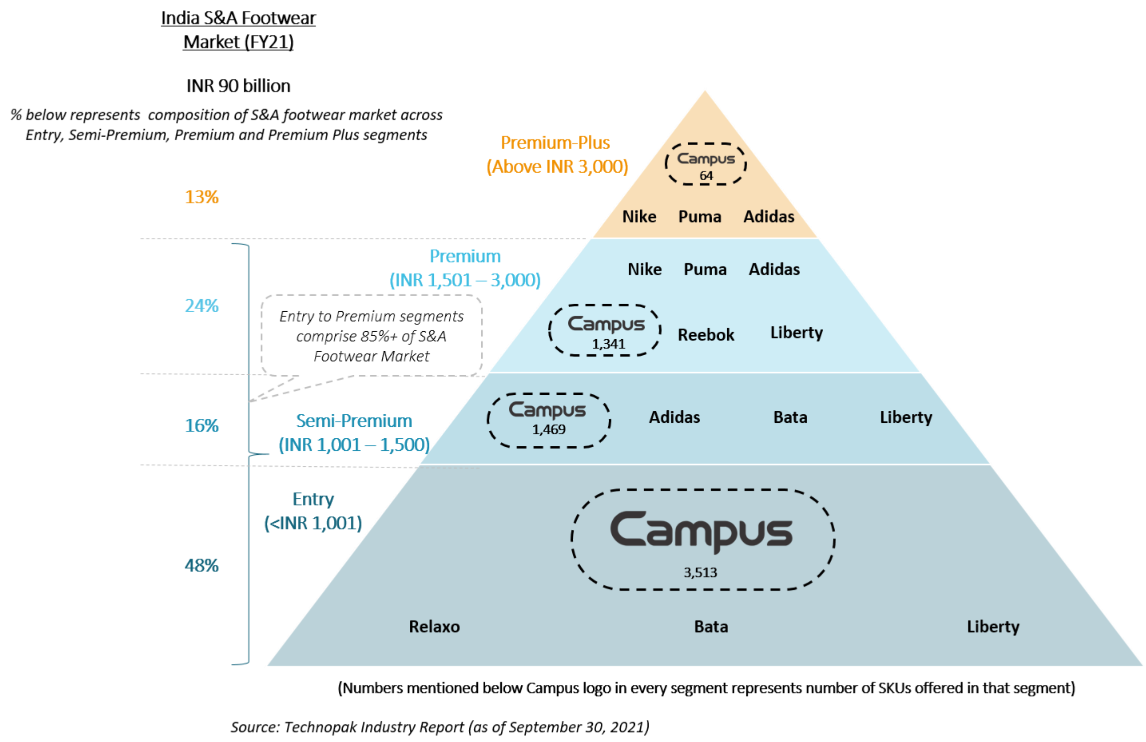
Our market

The Indian footwear retail market is expected to grow at a CAGR of 8% from Fiscal 2020 to Fiscal 2025, and 21.6% from Fiscal 2021 to Fiscal 2025, being one of the fastest growing discretionary categories from Fiscal 2021 to Fiscal 2025. *(Source: Technopak Report)* Our specific industry segment of sports and athleisure footwear is highly under penetrated, as evidenced by the extremely low footwear penetration per capita as compared to developed economies and is expected to be the fastest growing segment, with a CAGR of 14% between Fiscals 2020 and 2025, and 25% between Fiscals 2021 and 2025. *(Source: Technopak Report)*

Our target segment is growing due to a combination of factors such as the transition from the unorganized to organized sector driven by enhanced preference for branded and quality footwear, increasing health awareness, rising levels of disposable income in India, favorable trends in Indian demographics such as increasing population of young adults and the growing demand for women's footwear.

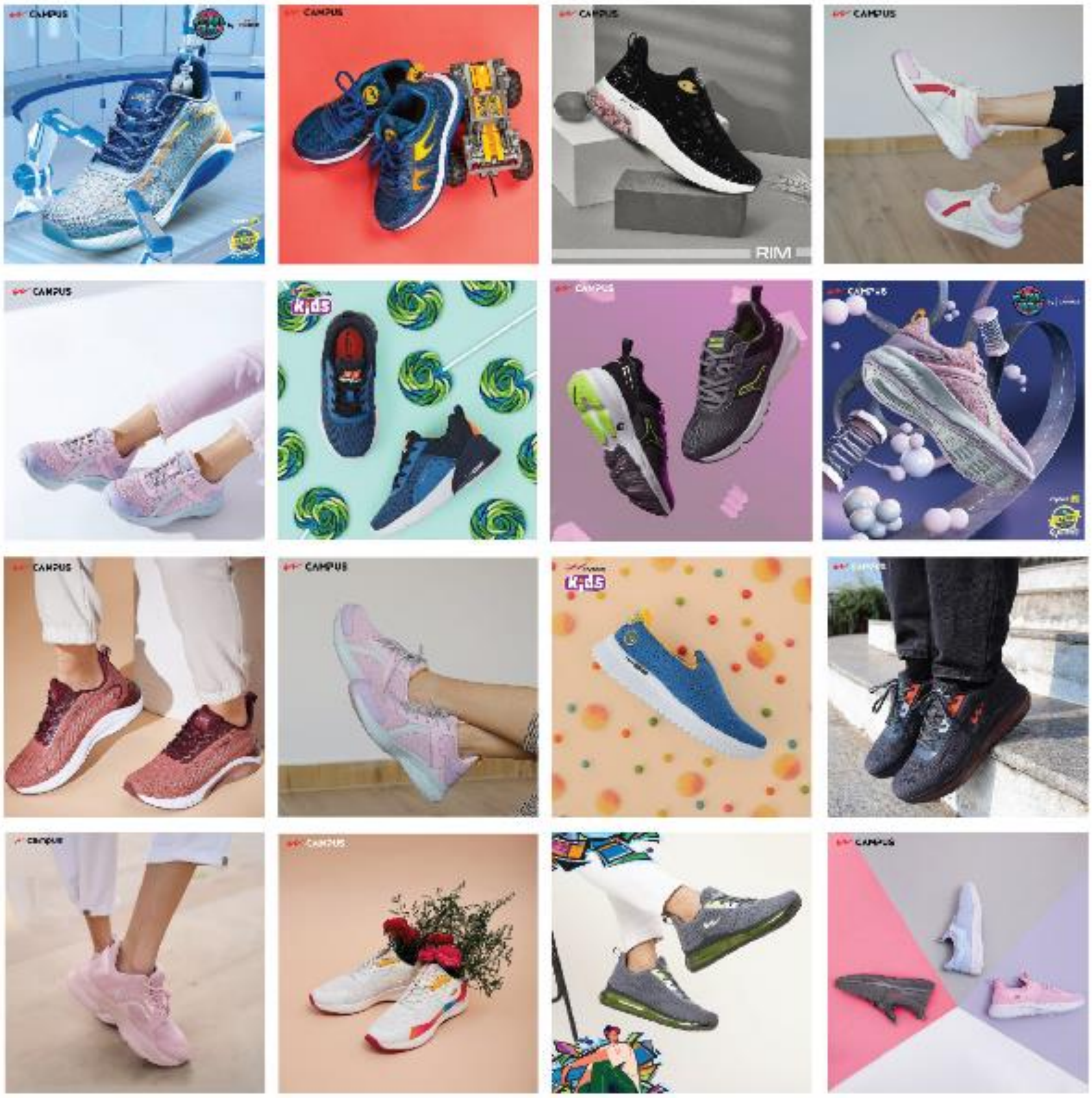
We cover more than 85% of the total addressable market for sports and athleisure footwear in India as of Fiscal 2021, which is the largest market coverage amongst key sports and athleisure footwear brands. *(Source: Technopak Report)*

The chart below demonstrates our market coverage across the total addressable market for sports and athleisure footwear in India:



Source: Technopak Industry Report (as of September 30, 2021

Notes: S&A refers to sports and athleisure. INR refers to Indian Rupees. Percentage total appearing as 101% due to rounding-off; Key brands highlighted across segments for illustration purposes only



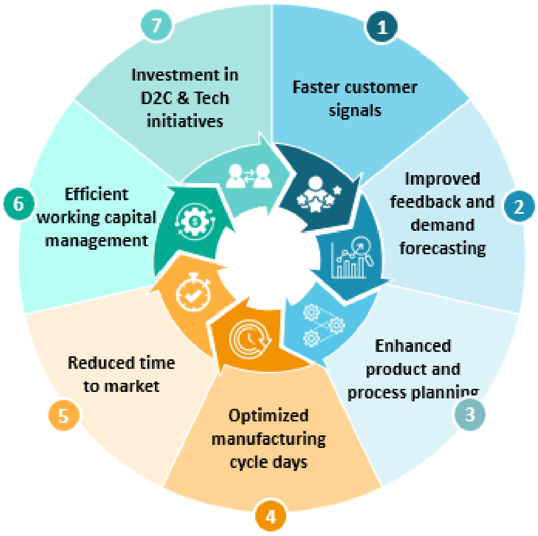
Campus' Value Proposition

We put the consumer first

In our experience, Campus' target consumers have transformed dramatically over the years in how they perceive and consume fashion, as digital and social technologies have in-turn transformed the way they shop, spot trends, and share ideas and passions. Today, typical Campus consumers are not only browsing collections and shopping from brick-and-mortar stores but are just as likely to browse and shop from their cell phones, with access to the looks and recommendations of products around the world. Our target consumers are open to trying new styles and look to purchase trending styles as soon as possible. In our view, Campus' target consumer increasingly desires to have access to latest global fashion trends and styles in real-time. Some of these trends have relatively shorter shelf life, which in turn generates a potential risk of launching the wrong product in the market or missing a trend completely.

Our business model places the consumer first. We analyze, design, develop and deliver our products keeping the consumer at the forefront. We have managed to achieve the same by harnessing consumer and channel insights via digitization of our sales process, resulting in better demand forecasting and faster time to market. Our core target market is the 14 to 35 age group, which represented 44% of the sports and athleisure footwear market in India as of Fiscal 2020. (*Source: Technopak Report)*

We track our target market and our target consumers closely to mitigate the risk of launching the wrong product in the market or missing a trend completely. In addition, we manage a relatively shorter time to market by following a nimble and agile product development cycle, underpinned by a data centric approach. Our data centric approach involves the collection and analysis of multiple data points from our digitized sales and distribution network. This allows us to understand consumer demand trends, design preferences, color preferences, response to new designs and price movements across product categories on an ongoing basis. We continuously evaluate this data to forecast future consumption patterns in our target consumer segment, tailor our offering and plan our production accordingly while catering to a wider base. The digitization of our sales process has emerged as a critical enabler of faster speed to market for our products, better merchandising, and greater efficiency in design, manufacturing and sales, generating a virtuous flywheel effect, as demonstrated below:



We are fashion forward

Our consumer first approach and capability to harness consumer insights through the digitization of our sales process enable us to introduce agility in the product flow.

We have a design team that comprises our in-house team in India as well as a design consultancy arrangement in China. Our design team tracks global fashion trends and curates products in line with the latest trends and styles in the international market with customizations for Indian consumers. Our in-house team comprises 49 designers based out of India, as on September 30, 2021.

We have adopted a fashion forward approach to new product launches to ensure that we have a faster design conceptualization to product commercialization cycle. We are typically able to launch our products within 120 to 180 days from the date of product conceptualization.

As a vertically integrated player, we have a distinct advantage in product creation / design and development while striking a balance between product quality and time to market. We follow a nimble, fashion forward and segmented approach to curate our product lines. We have several product development tracks with distinct times to market serving various demand cycles:

- **Flagship collection launch process (spring-summer and autumn-winter):** this caters to our staple business which forms the core of our fashion forward process. A majority of our annual designs are conceptualized and commercialized under these two flagship seasonal launches. We launch two collections each year, namely, (i) spring-summer by February/March; and (ii) autumn-winter by August/September.

- **In-season replenishment:** this allows us to capture any demand upside and cater to positive sales of certain high velocity styles through a swift additional production of high-selling pieces in the collection at any time.

- **Design fast track:** this involves the quick design, development, and production of new products outside the normal go-to-market process. We curate and launch innovative concepts such as special drops, exclusive collaborations and channel partner exclusive merchandise. For instance, we have curated Campus Globalgiri and Campus Crazies as annual flagship design launches to coincide with the Indian festive period during the October to December quarter. These are a part of our special drops and limited-edition product design initiatives.

- **Never Out Of Stock (NOOS):** this refers to core replenishment products in our portfolio, focused on creating the base of our product range over a longer period. It involves identification and manufacturing of standard products which are always in demand across all seasons. We ensure that these models are always available in stock and continuously replenished as a permanent element of our product portfolio.

This nimble and fashion forward approach in product development is reflected by means of our new launches and expansive product portfolio. We launched 583 new designs in Fiscal 2021. Our product portfolio is extensive with 1,274 active styles for men, 190 active styles for women and 423 active styles for kids and children as on September 30, 2021. We offer one of the widest portfolios of footwear products among sports and athleisure footwear brands in India in terms of SKUs as of September 30, 2021. (*Source: Technopak Report*)

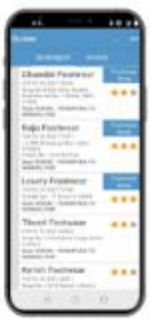
Our market coverage

We are the largest sports and athleisure footwear brand in India, both in terms of value and volume in Fiscal 2021. (*Source: Technopak Report*) We have an expansive pan-India reach that enabled us to sell 12.26 million, 14.36 million, 13.00 million, 2.68 million and 7.05 million pairs in Fiscals 2019, 2020, 2021 and six months ended September 30, 2020 and September 30, 2021, respectively. We cater to consumer needs across different demographics and price ranges. We cover more than 85% of the total addressable market for sports and athleisure footwear in India as of Fiscal 2021, which is the largest market coverage amongst key sports and athleisure footwear brands. *(Source: Technopak Report)*

- *Trade distribution*: We have a pan-India trade distribution network which provides us with high channel partner stickiness and is difficult to replicate, thus providing us with a significant advantage. Our distribution coverage has been organized and set up based on the prime tenets of reach, engagement and financing, as follows:

    - *Reach* - We have over 400 distributors directly servicing and fulfilling orders of over 18,200 geographically mapped retailers at a pan-India level as on September 30, 2021. Of these approximately 18,200 retailers, our internal sales force of 153 employees has direct field coverage of approximately 10,750 retailers as on September 30, 2021. The remaining approximately 7,450 retailers are covered through our distributor 'feet on street' initiative, which further depends on our distributor management system, sales force activation application and retailers' engagement application to streamline our engagement with them. We have optimized our sales force through implementation of our field force management system (a field force automation solution). This has helped us manage beat planning, provide us with complete visibility of sales staff activities, new retailers acquisition, order capturing at source and effective distribution management. This system employs GPS technology for monitoring and sales network coverage. Our reach across India has increased with expansion of our distributor and retailer network as well as increasing number of our sales force, in the last three Fiscals and the six months ended September 30, 2021.

Distributor Management System



salesforce activation App

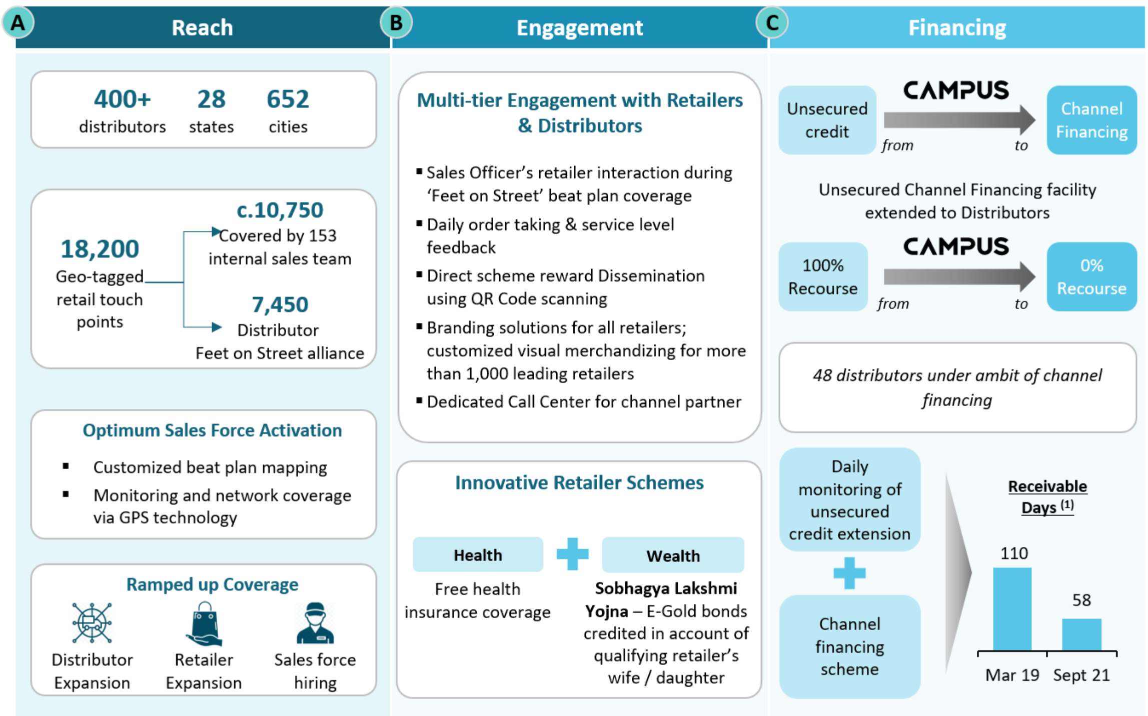
Retailers Engagement App

- *Engagement* – We have ensured stickiness in our distributor and retailer network through multiple initiatives. Our sales teams actively engage with our distributors and retailers through direct contacts under our 'feet on street' initiative. We undertake feedback collection at order taking regarding service level to address any concerns faced by distributors and retailers and have a dedicated call center for this purpose. We ensure direct payments of loyalty benefits and also provide branding solutions for all retailers as well as customized branding and marketing for our top 100 retailers. We further provide free health insurance coverage to our distributors and retailers and have introduced an innovative scheme, namely, Sobhagya Lakshmi Yojna, to incentivize retailers through which we purchase electronic gold bonds and credit these to retailer accounts linked to their wife or daughter. We have engaged third party asset management companies to open these folios for our retailers' families and manage these accounts. As on September 30, 2021, over 4,000 retailers have registered for this gold bond incentive, of which approximately 1,200 have become eligible and have received the gold bonds. These engagement efforts incentivize our distributors and retailers to engage with our brand, market and sell our products and maintain long-term associations with us.

- *Financing* – We have also rolled out financing options for our distributors by assisting them in obtaining financing through select banks as channel partners. Our distributors are able to sign up for channel financing with these banks with no recourse to us. Under these arrangements, we limit our direct exposure to the distributors and receive payments from the banks while the distributors receive working capital financing from the banks. As of September 30, 2021, 48 distributors representing 8.49% of our sale of goods in Fiscal 2021 have signed up for channel financing. We are in the process of moving the remaining distributors to adopt channel financing as a default. We actively monitor the credit terms of our distribution network. These efforts combined with the channel financing have resulted in our receivables days being reduced from 110 days in Fiscal 2019 to 58 days in the six months ended September 30, 2021.

For further details on our trade distribution network and engagement efforts, please see " – *Our Business and Operations – Distribution*".

Trade Distribution: Pan-India Network with High Stickiness



Note: Data as of September 30, 2021;

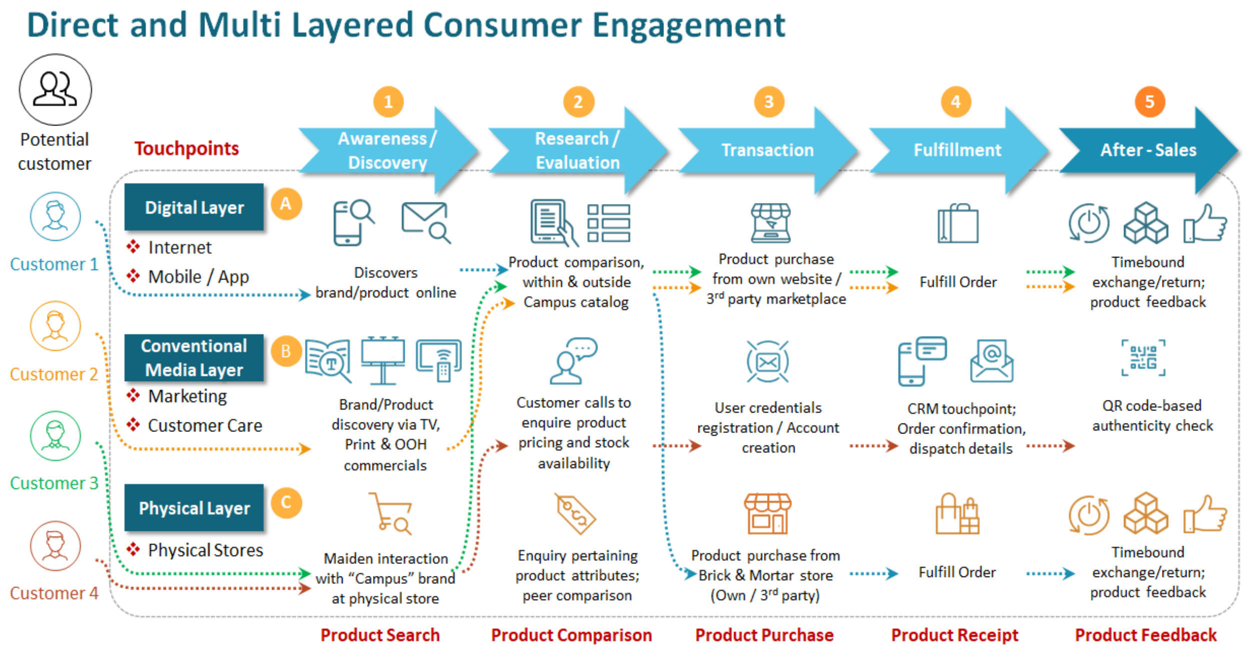
(1) Receivable Days at an aggregate company level – calculated as trade receivables divided by average daily net sales during the relevant period. Average daily net sales is calculated as total number of products sold divided by number of days.

Direct to Consumer: We have an extensive online sales presence through third party pure play marketplaces, third-party managed marketplaces and online-to-offline B2B platforms such as Flipkart, Myntra, Fynd and Udaan among others as well as our own e-commerce website. We have sold more than 5 million SKUs/pairs through online channels since Fiscal 2019 up to September 30, 2021.

Our 'omnichannel experience'

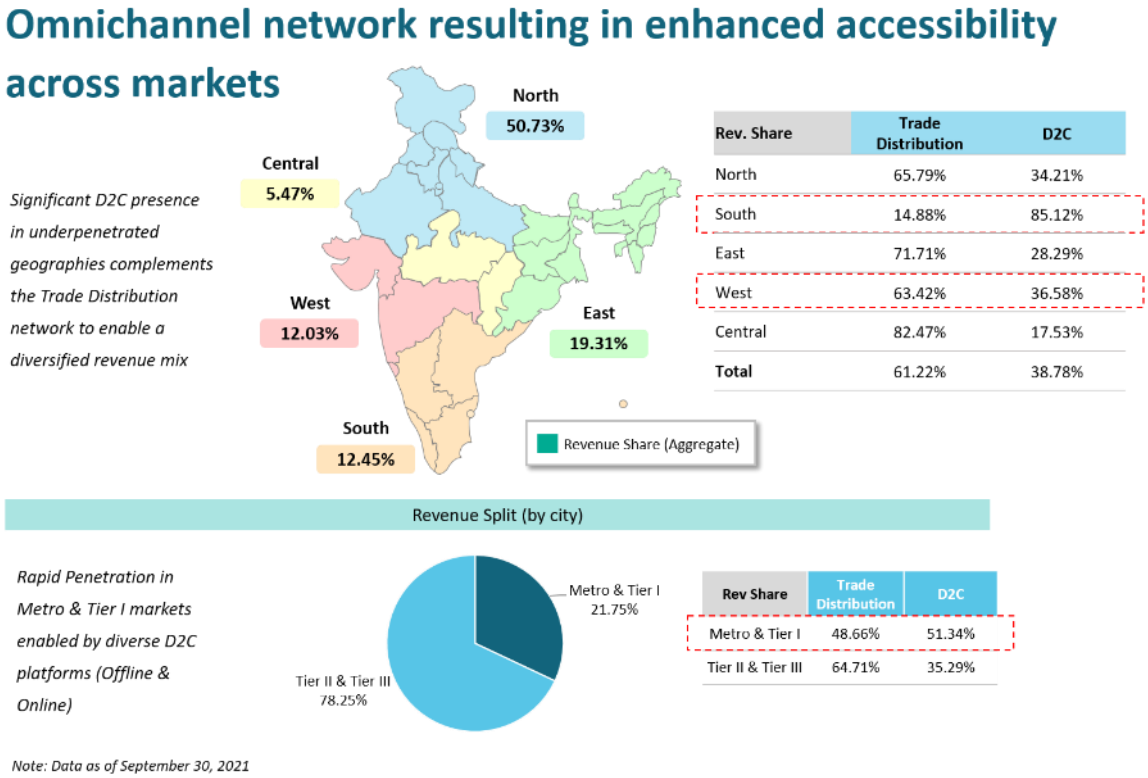
Our 'omnichannel experience' involves a confluence of multiple retail channels covering physical locations and online channels to provide consumers a seamless experience. Our consumers are able to visit any channel to experience our brand and products, make selections and comparisons, and purchase the product through their most preferred channel. The integration of our physical and online channels is integral to our ability to remain connected with consumers through all touchpoints in the consumers' journey.

Our 'omnichannel experience' is designed to cover the consumer journey across multiple touchpoints as demonstrated in the following manner:

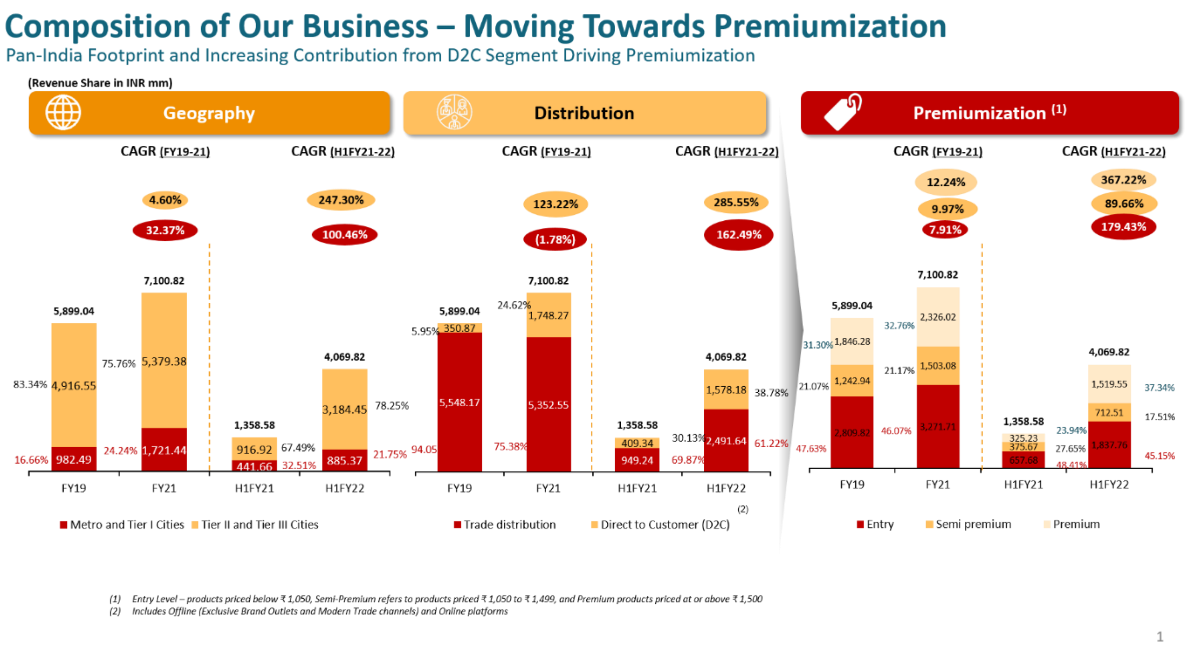


By means of our omnichannel approach, we are able to offer a holistic experience to our consumer throughout the purchase cycle. Our omnichannel experience is media agnostic, involving (either or both) offline and online interactions, resulting in a seamless product discovery, evaluation, purchase and post-purchase experience.

Our 'omnichannel experience' involves a strong interplay of our trade distribution channel and D2C channel. Our D2C channel has extensively complemented our trade distribution channel towards extending our pan-India reach. For instance, in the six months ended September 30, 2021, South India contributed 12.45% of our sale of goods. Sales through our D2C channel contributed 85.12% of our sale of goods in South India. As a result, in South India we were able to achieve significant brand awareness even with a smaller footprint of our trade distribution network. Our D2C sales in South India will enable us to expand and grow our trade distribution network in South India in the future.



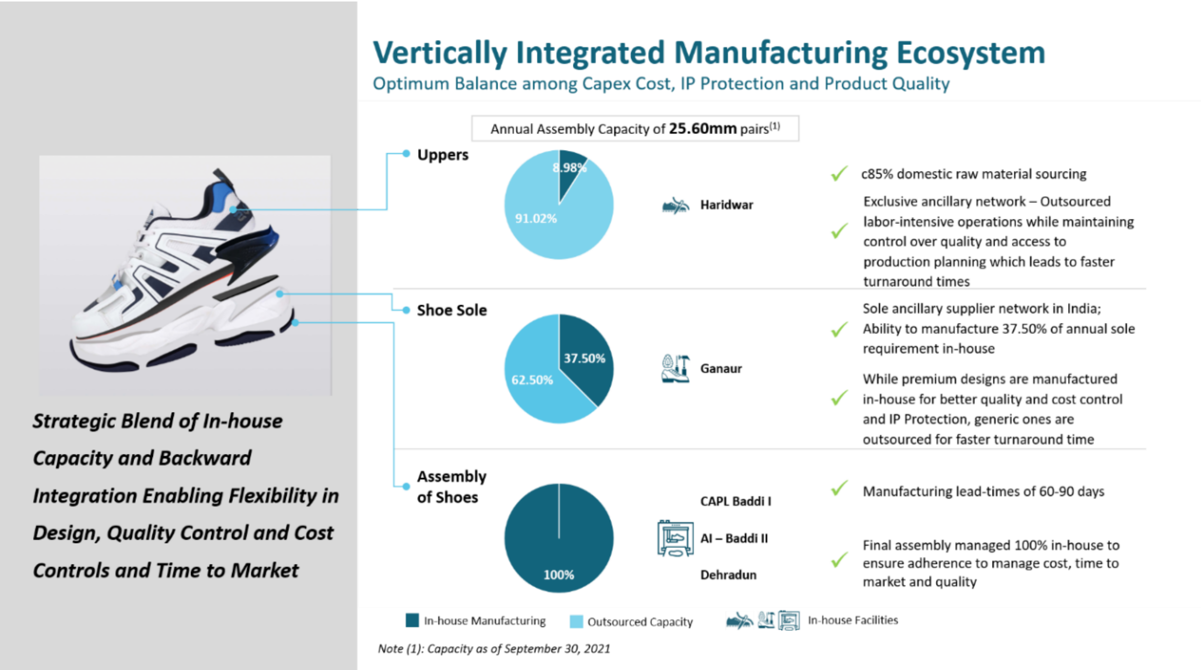
Our omnichannel experience, coupled with our D2C channel scale-up, helped us unlock new consumer bases while accelerating portfolio premiumization.



Our commitment to quality

Our brand 'CAMPUS' stands for high quality product offerings. We have thoughtfully curated our value chain encompassing shoe upper and sole manufacturing and shoe assembly. Commitment to quality is a core attribute for every Campus branded product and the entire manufacturing value chain has been designed with quality control as a central pivot. To ensure adherence to the stipulated quality parameters laid out by Campus, 100% of the raw material used for making shoe uppers are procured centrally by us. We have a dedicated quality control team consisting of 71 employees, as on September 30, 2021, that performs various quality inspection and testing procedures, including regular visits and on-site consignment audits at various empaneled fabricators and sole vendors. 100% of the shoe assembly operation is in-house in order to ensure that every pair has undergone the requisite quality checks before dispatch.

During the six months ended September 30, 2021, we set up additional footwear assembly lines at our manufacturing facilities in Dehradun, Uttarakhand and Baddi, Himachal Pradesh. In Fiscal 2021, we commissioned a sole manufacturing facility at Ganaur, Haryana and in Fiscal 2020, we commissioned an uppers manufacturing facility at Haridwar, Uttarakhand. This has allowed us greater control over our manufacturing process, product quality, manage costs and improve time to market for product launches.



We believe that the combination of our in-house manufacturing facilities combined with our integrated and exclusive supply chain creates an ecosystem that is not easily replicable.

Our Management

Our Chairman has over 37 years of experience in the footwear industry in India. Our senior management team is a professional team with a combined experience of over 125 years in FMCG, retail, technology and consulting businesses. We have the backing of two marquee investors, TPG Growth III SF Pte. Ltd. and QRG Enterprises Limited.

Our financial performance

Our key financial and operational parameters during the relevant periods are as follows:

Parameters	Fiscal 2019	Fiscal 2020	Fiscal 2021	Six months ended September 3, 2020	Six months ended September 30, 2021
Sale of goods (₹ million)	5,899.04	7,310.58	7,100.82	1,358.58	4,069.82
Volume (pairs in million)	12.26	14.36	13.00	2.68	7.05
Average Selling Price (₹ per pair)[1]	481	509	546	507	577

Parameters	Fiscal 2019	Fiscal 2020	Fiscal 2021	Six months ended September 3, 2020	Six months ended September 30, 2021
Revenue from operations (₹ million)[2]	5,948.73	7,320.43	7,112.84	1,362.01	4,082.96
EBITDA[3] (₹ million)	1,018.62	1,383.26	1,198.11	(201.67)	718.98
EBITDA Margin (%)[4]	17.12	18.90	16.84	(14.81)	17.61
PAT (₹ million)	386.00	623.69	268.63*	(217.80)	300.86
Profit / (Loss) after Tax Margin (%)[5]	6.49	8.52	3.78	(15.99)	7.37
Return on Equity[6] (%)	21.32	25.64	8.99	(7.95)	9.16
Return on Capital Employed [7] (%)	21.88	21.03	18.54	(6.74)	8.47

1. *Average Selling Price is net of all channel margins.*
2. *Revenue from operations primarily comprises of sales of goods along with scrap sales and in Fiscal 2019, revenue from operations also included GST budgetary support.*
3. *EBITDA is calculated as follows: Profit / (loss) after tax + tax expense + interest on borrowings + depreciation and amortization expense.*
4. *EBITDA Margin is calculated as follows: EBITDA divided by revenue from operations.*
5. *Profit / (Loss) after Tax Margin is calculated as follows: Profit / (loss) after tax divided by revenue from operations.*
6. *Return on Equity is calculated as follows: Profit / (loss) after tax divided by average shareholder's equity. For the purposes of calculation of Return on Equity for the six months ended September 30, 2020 and September 30, 2021, Profit / (loss) after tax is not annualized.*
7. *Return on Capital Employed is calculated as follows: EBIT divided by capital employed. For further details of RoCE, see "Financial Statements" on page 234. For the purposes of calculation of Return on Capital Employed for the six months ended September 30, 2020 and September 30, 2021, EBIT is not annualized.*

** The increase in deferred tax charge was primarily attributable to the amendment of Finance Act, 2001, pursuant to which goodwill was considered as a non-tax deductible asset. This resulted in derecognition of deferred tax assets on goodwill and a consequent increase in tax expense to the extent of ₹ 247.17 million for Fiscal 2021.*

Our Strengths

We believe that our competitive strengths are:

India's largest sports and athleisure footwear brand and fastest growing scaled sports and athleisure footwear brand with a robust product portfolio across the demand spectrum

We are the largest sports and athleisure footwear brand in India in terms of value and volume in Fiscal 2021. (*Source: Technopak Report*) We are also the fastest growing scaled sports and athleisure footwear brand (scaled brands being brands with over ₹ 2 billion of revenue in Fiscal 2019) in India over Fiscal 2019 to Fiscal 2021 *(Source: Technopak Report)* We had an approximately 15% market share in the sports and athleisure footwear industry in India by value for Fiscal 2020, which increased to approximately 17% in Fiscal 2021. *(Source: Technopak Report)* While the overall sports and athleisure footwear industry revenues fell by 18% in Fiscal 2021 as compared to Fiscal 2020 primarily on account of the COVID-19 pandemic (*Source: Technopak Report)*, our revenue from operations fell by 2.84% in the same period, which demonstrates the strength of our brand, distribution network and product portfolio.

We offer one of the widest portfolios of footwear products among sports and athleisure footwear brands in India in terms of SKUs as of September 30, 2021. (*Source: Technopak Report*) We cover more than 85% of the total addressable market for sports and athleisure footwear in India as of Fiscal 2021, which is the largest market coverage amongst key sports and athleisure footwear brands. *(Source: Technopak Report)* We have a robust product portfolio across the demand spectrum and are not dependent on a single demand factor. We increased the volume of our products sold from 12.26 million in Fiscal 2019 to 14.36 million in Fiscal 2020, with a dip in volume to 13.00 million in Fiscal 2021 due to the COVID-19 pandemic. Further, the volume of products sold increased from 2.68 million for six months ended September 30, 2020 to 7.05 million for six months ended September 30, 2021. The volumes of products sold in the six months ended September 30, 2021 reflect our recovery from the impact of the COVID-19 pandemic that resulted in reduced volume of products sold for the six months ended September 30, 2020.

We sell our products across price points, geographical locations, and demographics, using our 'omnichannel experience'. We are therefore able to cater to the varied requirements of our consumers as well as provide them with the ease of purchasing our products using the channel most suited to them.

Price

We sell footwear across the entry-level (MRP at or below ₹1,049), semi-premium (MRP between ₹1,050 and ₹ 1,499) and premium (MRP at or above ₹ 1,500). We witnessed a growth in volumes sold of our entry-level products from 8.16 million pairs in Fiscal 2019 to 9.44 million pairs in Fiscal 2020 and from 1.69 million pairs in six months ended September 30, 2020 to 4.26 million pairs in six months ended September 30, 2021.

Also, we have been increasing the number of launches in our premium category and this has enabled us to increase the volume of premium products sold over the years. We sold 2.13 million, 2.04 million, 2.81 million, 0.40 million and 1.72 million premium footwear products in Fiscals 2019, 2020 and 2021 and six months ended September 30, 2020 and September 30, 2021, respectively. The revenue contribution from our premium products to our sale of goods has also increased over the years from 31.30% for Fiscal 2019 to 37.34% for six months ended September 30, 2021.

In addition, our ASP for our products has increased by 19.99% between Fiscals 2019 and six months ended September 30, 2021. For Fiscals 2019, 2020 and 2021 and six months ended September 30, 2020 and September 30, 2021, our ASP per pair was ₹ 481, ₹ 509, ₹ 546, ₹ 507 and ₹ 577, respectively.

Geographical presence

We have a pan India presence. We have an established presence in tier 2 and tier 3 cities. According to Technopak, tier 1, tier 2 and below cities are poised for growth thereby opening up new opportunities for retailers to expand. *(Source: Technopak Report)* In addition, over the years, we have expanded our presence in metro and tier 1 cities and increased our revenue contribution from metro and tier 1 cities to our sale of goods from 16.66% for Fiscal 2019 to 21.75% for six months ended September 30, 2021. We also have a small component of export business. For further details, see *"Management's Discussion and Analysis of Financial Condition and Results of Operation – Overview*" on page 307.

Demographics

We offer a wide range of style, color, size and functionality options for men, women, kids and children. As on September 30, 2021, we have 1,274 active styles of footwear of men, 190 active styles for women and 423 active styles for kids and children. We have a strong presence in the category for men and it contributed 83.41%, 83.24%, 87.62%, 89.04% and 82.53% of our sale of goods in Fiscals 2019, 2020 and 2021 and six months ended September 30, 2020 and September 30, 2021.

Shopping behavior

We provide our consumers an 'omnichannel experience' that enables brand discovery and products sales and marketing through physical locations and varied online channels. For further details in relation to our omnichannel network, see *"-Our Strengths – Robust omnichannel sales and distribution network with pan-India presence and move to premium category"* on page 164.

Sustained focus on design and product innovation facilitating access to the latest global trends and styles through our fashion forward approach

We started our journey in footwear product design and manufacture with our Chairman, who has over 37 years of experience in the footwear industry in India. We have a design team that comprises our in-house team in India, a design consultancy in China and other design sourcing tie-ups. Our external design consultancy advises us on the latest design, manufacturing and raw material trend that we may adopt and utilize in our manufacturing and sales. Our design team develops global fashion trends with a local flavor to cater to our target consumers. Our team in India comprises 49 designers based out of India, as on September 30, 2021.

We have adopted a fashion forward approach to retailing to ensure that we have a faster design conceptualization to production cycle. For further details in relation to the process undertaken to identify the latest trends and styles, see *"-Our Business and Operations – Process Flow"* on page 176. We launch various new styles of footwear with different features such as shock absorption and reflect technology across our different price categories every year. We are typically able to launch our products within 120 to 180 days from the date of product conceptualization. The speed of commercialization helps us to launch products in line with the latest trends and styles in the international market with customizations for Indian consumers. For instance, we launched 2,270 new designs between Fiscal 2019 and six months ended September 30, 2021.

We follow a nimble, fashion forward, segmented approach to curate our product lines. We have several product development tracks with distinct times to market serving various demand cycles:

- **Flagship collection launch process (spring-summer and autumn-winter):** this caters to our staple business which forms the core of our fashion forward process. A majority of our annual designs are conceptualized and commercialized under these two flagship seasonal launches. We launch two collections each year, namely, (i) spring-summer by February/March; and (ii) autumn-winter by August/September.

- **In-season replenishment:** this allows to us capture any demand upside and cater to positive sales of certain high velocity styles through a swift additional production of high-selling pieces in the collection at any time.

- **Design fast track:** this involves the quick design, development, and production of new products outside the normal go-to-market process. We curate and launch innovative concepts such as special drops, exclusive collaborations and channel partner exclusive merchandise. For instance, we have curated Campus Globalgiri and Campus Crazies as annual flagship design launches to coincide with the Indian festive period during the October to December quarter. These are a part of our special drops and limited-edition product design initiatives.

- **NOOS:** this refers to core replenishment products in our portfolio, focuses on creating the base of our product range over a longer period. It involves identification and manufacture of standard products which are always in demand across all seasons. We ensure that these models are always available in stock and continuously replenished as a permanent element of our product portfolio. Our ability to identify and maintain the NOOS portfolio has helped us successfully introduce efficiency in the manufacturing process such as the use of a common raw material (such as fabric, yarn or mesh) across multiple styles for multiple seasons.

This nimble and fashion forward approach in product development is reflected by means of our new launches and expansive product portfolio. We launched 583 new designs in Fiscal 2021. Our product portfolio is extensive with 1,274 active styles for men, 190 active styles for women and 423 active styles for kids and children as on September 30, 2021. We offer one of the widest portfolios of footwear products among sports and athleisure footwear brands in India in terms of SKUs as of September 30, 2021. (*Source: Technopak Report*)

We have also been steadily increasing the number of launches in our Premium category. We launched 122 new styles in this category in Fiscal 2021 compared to 106 new styles in Fiscal 2020 and this enabled us to increase the ASP of our products for our new style launches.

Difficult to replicate integrated manufacturing capabilities supported by robust supply chain

We own and operate five manufacturing facilities across India with an installed annual capacity for assembly of 25.60 million pairs as on September 30, 2021. Our manufacturing facilities have installed capacity to manufacture 2.30 million footwear uppers and 9.60 million footwear soles annually as on September 30, 2021. Our manufacturing facilities give us the ability to manufacture 37.50% of our requirements of soles and 8.98% of footwear uppers in-house and 100% in-house assembly of all our products. For further details in relation to our manufacturing facilities, see *"-Our Business and Operations – Manufacturing Facilities*" on page 170.

The manufacturing of shoes is a labor-intensive process. We have achieved a balance between in-house manufacturing and assembly of our products and outsourced manufacturing for key components and labor-intensive activities.

In addition to our in-house manufacturing capacity, we have created a large fabricator and sole ancillary supplier network in India. We believe that having a fabricator and sole ancillary supplier network enables us to balance our high capital expenditure costs and protect our design intellectual property. We empanel our suppliers and require that they commit to exclusive arrangements with us while adhering to strict quality control and confidentiality requirements. Our predominantly India based supplier network limits the requirement for imports and dependence on offshore suppliers. This limits our risk of supply chain disruptions and foreign exchange fluctuations, while reducing manufacturing lead times. We source 100% of the raw material requirements for all our suppliers and fabricators. Our fabricator and sole supplier network is difficult to replicate for the following reasons:

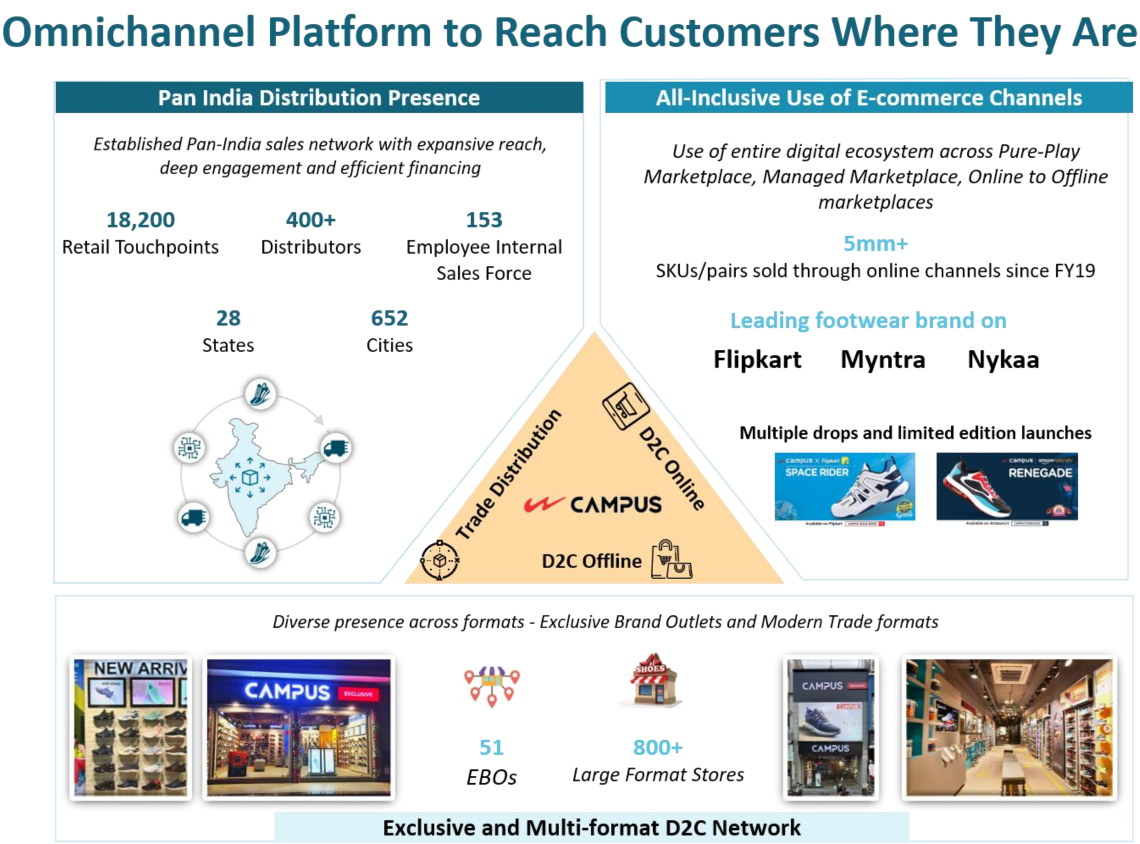
- *Upper Manufacturing*: it is labor-intensive and 91.02% outsourced. Entire ancillary network is exclusive to us. Exclusivity also gives us control over quality and access to production planning which leads to faster turnaround times.

- *Sole manufacturing*: 62.50% is outsourced. Sole manufactured for complex, premium products are controlled by us to control quality, turnaround time and protect our intellectual property. For generic manufacturing, which is volume based and easier to manufacture, we outsource it with little impact on manufacturing timelines and pressure on turnaround times. We are entitled to preference in capacity allocation and turnaround times and undertake 100% inspection of all soles for quality control.

100% of the shoe assembly operation is in-house in order to ensure that every pair has undergone the requisite quality checks before dispatch, thus allowing us to manage cost, the time to market as well as its quality.

We believe that the combination of our in-house manufacturing facilities combined with our integrated supply chain creates an ecosystem that is not easily replicable. This combination provides us with a manufacturing lead-time of 60 to 90 days compared to the industry average of 90 to 120 days. *(Source: Technopak Report).* Further, our combination allows us to ensure swift manufacturing of products from product conceptualization to product launch. We typically are able to complete this within 120 to 180 days. The speed of commercialization helps us to launch products in line with the latest trends and styles in the international market with customizations for Indian consumers.

Robust omnichannel sales and distribution network with pan-India presence and move to premium category



Source: Data as of September 30, 2021

Our 'omnichannel experience' involves a confluence of multiple retail channels covering physical locations and online channels to provide consumers a seamless experience. Our consumers are able to visit any channel to experience our brand and products, make selections and comparisons and purchase the product through their most preferred channel. The integration of our physical and online channels is integral to our ability to remain connected with consumers through all touchpoints in the consumers' journey.

By means of our omnichannel approach, we are able to offer a holistic experience to our consumer throughout the purchase cycle. Our omnichannel experience is media agnostic, involving, either or both, offline and online interactions, resulting in seamless product discovery, evaluation, purchase and post purchase experience.

Our 'omnichannel experience' involves a strong interplay of our trade distribution channel and D2C channel. Our D2C channel has extensively complemented our trade distribution channel towards extending our pan-India reach. For instance, in the six months ended September 30, 2021, South India contributed 12.45% of our sale of goods. Sales through our D2C channel contributed 85.12% of our sale of goods in South India. As a result, in South India we were able to achieve significant brand awareness even with a smaller footprint of our trade distribution network. Our D2C sales in South India will enable us to expand and grow our trade distribution network in South India in the future.

Strong brand recognition, innovative branding and marketing approach

We believe that we have a strong brand that our consumers trust, as evidenced by our leadership position in the sports and athleisure footwear industry in India. Pivoted on style and comfort, our brand aims to generate an optimum blend of aspiration and value proposition for our target consumers seeking quality sports and athleisure footwear in the latest trends and designs at attractive prices. We are one of the only Indian brands in the premium category of the sports and athleisure footwear industry in India as of Fiscal 2021. *(Source: Technopak Report)*

We have spent a considerable amount of time conceptualizing and implementing a unique brand awareness and marketing strategy to move from stand-alone trade led marketing to direct-to-consumer marketing. Our marketing and sales efforts spread across multiple touch points where consumers discover our brand and our product offerings. Over Fiscals 2019, 2020, 2021 and six months ended September 30, 2020 and September 30, 2021, we have spent ₹ 298.43 million, ₹ 268.84 million, ₹ 329.38 million, ₹ 80.48 million and ₹ 241.74 million on advertising and sales promotion, of which ₹ 14.56 million, ₹ 35.70 million, ₹ 103.58 million, ₹ 18.47 million and ₹ 88.12 million was towards digital advertising. We have empaneled a leading advertising agency and a media planning enterprise to curate and execute themed advertising and marketing campaigns to relate to our target consumers and grow consumer loyalty and increase brand acceptance.

In addition, we have undertaken several special drops and limited edition products over the last three Fiscals and six months ended September 30, 2021 in partnership with online pure play market places such as Flipkart. As part of such collaborations, we have successfully curated digital media native brand assets such as Campus Globalgiri and Campus Crazies. Campus Globalgiri and Campus Crazies are annual flagship design launches during the Indian festive period during the October to December quarter. Products launched during these special drops include premium material and styling, unique color palette, latest design trends, premium packaging, attractive pricing and a holistic consumer experience.

The following chart highlights our various marketing touchpoints:

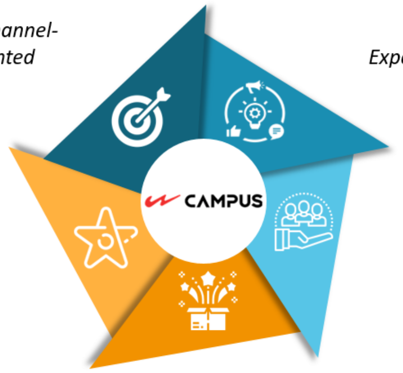
Brand building initiatives among all segments with acceptance levels across target customers groups

Marketing Strategy

Pivoted away from stand-alone trade channel-oriented marketing to consumer-oriented marketing techniques

Out-of-Home coverage

Expansive out-of-home billboard coverage on a Pan-India level



Social media engagement

Confluence of celebrity and influencer-based engagement directed towards objectives of social community building and following

Comprehensive EBO Revamp

Rebranding and updation drive undertaken across the entire geo-tagged MBO network

Expansive TV campaign

Thematic TV campaigns such as "Ab Waqt Hai Humara" and "Campus Crazies" among others

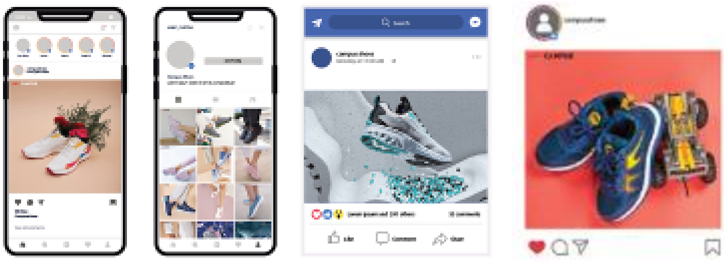
Advertising and sales promotion spend of INR 1.1bn+ since FY19

Out-of-Home coverage

Comprehensive EBO Revamp

Expansive TV Campaign

Social Media Engagement



The case study below provides the diversity of our marketing campaigns:

Global-Giri Flipkart Campaign

We partnered with Flipkart in Fiscal 2019 to bolster sales during Flipkart's annual flagship event, the Big Billion Day. We highlighted our brand as being aspirational, accessible and affordable fashion. We launched an integrated marketing campaign combining various online and offline means of targeting consumers. We had (i) concurrent "go-live" at over 400 high traffic out of home billboards across over 20 cities in India; (ii) TV campaigns for reach and frequency; and (iii) social media influencers, online advertisements on websites and social media sites. This campaign allowed us to (i) identify relevant sales touch points and location mapping, (ii) better understand our consumer journey and their preferences, and (iii) identify key consumer touch-points. We believe that the insights from this campaign have helped us elevate our omnichannel experience, market more effectively and target increased online sales. We had 81.85% and 138.94% year-on-year growth in sales through the Flipkart Big Billion Day in Fiscal 2020 compared to Fiscal 2019 and Fiscal 2021 compared to Fiscal 2020, respectively.

Our experienced management team

Our Chairman has over 37 years of experience in the footwear industry in India. Further, our senior management team is a professional team with a combined experience of over 125 years in FMCG, retail, technology and consulting businesses. Our Board of Directors support and provide guidance to our management team. Our Board of Directors include eight Directors with several years of experience. Our strategic investors TPG Growth III SF Pte. Ltd. and QRG Enterprises Limited have supported us through multiple business initiatives such as incubation of direct-to-consumer vertical, transformation of our supply chain, brand building initiatives and hiring of human capital.

Our Strategies

The primary elements of our business strategy are provided below:

Leverage our brand and leadership position to benefit from the growth in the Indian sports and athleisure market with a focus on women, children and kids

The Indian footwear retail market is expected to grow at a CAGR of 8% from Fiscal 2020 to Fiscal 2025, and 21.6% from Fiscal 2021 to Fiscal 2025, being one of the fastest growing discretionary categories from Fiscal 2021 to Fiscal 2025. *(Source: Technopak Report)* We were also the fastest growing scaled sports and athleisure brand in India over Fiscal 2019 to Fiscal 2021. (*Source: Technopak Report*) Our leadership position in this fast growing segment provides us with an opportunity to grow our business and take advantage of the growth in our target segment.

The Indian sports and athleisure segment is expected to benefit from increasing health awareness, rising levels of disposable income in India, favorable trends in Indian demographics such as increasing population of young adults and the growing demand for women's footwear. India also has extremely low footwear penetration per capita as compared to developed economies. The Indian government's 'Make in India' initiatives as well as GST policies further benefit products manufactured in India. (*Source: Technopak Report*) We believe these factors will enable us to maintain and consolidate our leadership position in this industry segment. We intend to enhance the number of styles and products in the women and kids and children category. We have launched 43, 31, 45, 21 and 50 new styles in the women segment and 229, 231, 119, 31 and 87 new styles in the kids and children category, in Fiscals 2019, 2020, 2021 and six months ended September 30, 2020 and September 30, 2021, respectively. Currently, this category has a number of players selling unbranded products with limited offerings from established players. We intend to leverage our brand, quality and pricing strategy to increase our market penetration in the women and kids and children categories.

Further expand and deepen our omnichannel experience

We intend to deepen and expand all the various elements of our omnichannel experience such as our trade distribution network, exclusive brand outlet ("**EBO**") presence and increase our online sales. Our existing trade distribution network covers most of North and East India. We aim to expand our trade distribution network in India through two steps:

- *Increase distribution network in states we currently operate:* We have added 190 and 53 new distributors in Fiscal 2021 and six months ended September 30, 2021, respectively. In addition, we have added 9,786 and 1,097 new retail points of sale in Fiscal 2021 and six months ended September 30, 2021. We aim to continue to increase the distribution network in the states we currently operate.

- *Deepen our presence in western and southern regions of India:* We are a pan-India brand and have been steadily increasing our distribution coverage. As at September 30, 2021, we service to retail outlets in 652 cities of India. We have sold our products in 130 new cities in Fiscal 2021 and another 130 new cities in India and six months ended September 30, 2021. For further details in relation to our split of our sale of goods between the northern, southern, eastern, western and central regions of India during Fiscals 2019, 2020 and 2021 and six months ended September 30, 2020 and September 30, 2021, see *"-Our Business and Operations – Distribution"* on page 181. We aim to actively target and deepen our presence in western and southern regions of India.

In addition, we aim to increase the roll out of our EBOs and franchisees to increase our presence in select geographies across India. We expect that these initiatives will substantially increase our network coverage across India. Further, we intend to employ more personnel in our internal sales force.

Further, our split of sale of goods from online sales and offline sales was 35.16% and 64.84% as of September 30, 2021 and 21.15% and 78.85% in Fiscal 2021 compared to 2.87% and 97.13% in Fiscal 2019. This is a significant ramp-up in online and offline mix of revenue and we intend to focus on improving our online sales in the future. We will continue our strategy of special drops, influencer-based consumer engagement, limited edition ranges and specially manufactured ranges for online channels as well as increased marketing focus on online channels.

Targeted product development to increase diversification

We aim to diversify our revenues from operations through a number of measures:

- *Consumers across pricing cohort:*

  - *Entry level*: we have launched 335 and 188 new styles in the entry-level category in Fiscal 2021 and September 30, 2021 to enable consumers to move from unbranded to branded category of sports and athleisure footwear. We intend to maintain focus on the entry level category to introduce consumers to our brand at a compelling value.

  - *Premiumization*: we have been steadily increasing the number of launches in the premium category of the sports and athleisure segment. We launched 122 new styles in this category in Fiscal 2021 compared to 106 styles in Fiscal 2020. Consequently, the revenue contribution from our premium products to our sale of goods has increased over the years from 31.30% for Fiscal 2019 to 37.34% for six months ended September 30, 2021. We intend to increase focus on the premium segment of the market to capture new consumers and elevate customer experience of existing consumers.

- *Focus on direct to consumer:* We have launched 153, 311, 293, 65 and 188 new products for online channels in Fiscals 2019, 2020, 2021 and six months ended September 30, 2020 and September 30, 2021, respectively. We aim to continue to undertake targeted marketing and sales efforts for increasing online sales. For further details in relation to our strategy on improving our online sales in the future, see *"-Our Strategy – Further expand and deepen our omnichannel experience"* on page 167. We also intend to increase the numbers of our EBOs over time. Our revenue from sale of goods from our D2C channel have increased by 349.80% between Fiscal 2019 and the six months ended September 30, 2021. Our omnichannel strategy and our focus on direct to consumer sales are intended to continue to grow the share of this channel in our sale of goods.

- *Category:* We intend to enhance the number of styles in the open footwear category to meet demand in the summer and rainy seasons.

We intend to continue to invest in and integrate our supply chain

We rely on a network of suppliers and manufacturers for a number of our raw materials and components in the manufacture of our products. During the six months ended September 30, 2021, we set up additional footwear assembly lines at our manufacturing facilities in Dehradun, Uttarakhand and Baddi, Himachal Pradesh. In Fiscal 2021, we commissioned a sole manufacturing facility at Ganaur, Haryana and in Fiscal 2020, we commissioned an uppers manufacturing facility at Haridwar, Uttarakhand. Our manufacturing facilities give us the ability to manufacture 37.50% of our requirements of soles and 8.98% of footwear uppers in-house and 100% in-house assembly of all our products. This has allowed us to demonstrate greater control over the manufacturing process, manage costs and improve time to market for product launches. We also intend to expand our manufacturing capabilities over time and will look to acquire land and construct manufacturing facilities over time. We intend to continue to evaluate options to further backward integrate in other aspects of our manufacturing process. This may be through acquisitions as well. We will evaluate acquisition opportunities based on whether such acquisitions will allow us to reduce the reliance on the supply chain, particularly third party vendors and suppliers, ensure quality control, give us cost optimization opportunities and protect our design intellectual property. We believe that our experienced operational and management teams will enable us to identify, structure, execute and integrate acquisitions effectively.

Continued focus on digitization to sharpen product focus and drive retail sales

We have implemented a number of digitization initiatives including systems for enterprise resource planning (ERP), distribution management system (DMS), field force management, point-of-sales (PoS), e-commerce order management (OMS) and a retailers' engagement application. These systems will enable capture and provide us with significant inputs in the manufacturing and sales process. We are able to analyze the data arising from these systems to understand consumer trends, inventory and sales positions and plan our marketing and sales activity. As these systems generate further data, they will allow us a better understanding of consumer preferences that will aid us in our product development, enable market testing and flexibility to scale up popular designs with quick turnaround times. Our digitization efforts will enable us to have a sharper product focus while managing our distributor and retailer relationships.

Targeted acquisitions of products and brands

We evaluate opportunities to grow our business inorganically from time to time. We would continue to seek opportunities that complement and grow our product offerings as well as ancillary products in the sports and athleisure category. We may also look to increase our portfolio of brands through acquisitions to provide our consumers with differentiated offerings. We have not identified any specific targets as on date but intend to continue to evaluate these opportunities from time to time.

Our Business and Operations

Our Company is primarily engaged in the manufacturing, distribution and sales of sports and athleisure footwear products. We are the largest sports and athleisure footwear brand in India, both in terms of value and volume in Fiscal 2021. (*Source: Technopak Report*) Further, we have a comprehensive footwear portfolio and we cover more than 85% of the total addressable market for sports and athleisure footwear in India as of Fiscal 2021. *(Source: Technopak Report)*

Products

We offer one of the widest portfolios of footwear products among sports and athleisure footwear brands in India in terms of SKUs as of September 30, 2021. (*Source: Technopak Report*) As on September 30, 2021, we cater to consumer needs across demography, price and style.

Demographics

The following table sets forth the total number of active styles, volumes manufactured and sold by us across the different demographics in Fiscals 2019, 2020 and 2021 and six months ended September 30, 2020 and September 30, 2021:

	Active styles					**Volume manufactured (pairs in million)**					**Volumes sold (pairs in million)**				
	Fiscal 2019	**Fiscal 2020**	**Fiscal 2021**	**Six months ended September 30, 2020**	**Six months ended September 30, 2021**	**Fiscal 2019**	**Fiscal 2020**	**Fiscal 2021**	**Six months ended September 30, 2020**	**Six months ended September 30, 2021**	**Fiscal 2019**	**Fiscal 2020**	**Fiscal 2021**	**Six months ended September 30, 2020**	**Six months ended September 30, 2021**
Men	917	1,163	1,310	812	1,274	9.22	10.44	11.02	2.90	6.18	8.66	10.05	10.48	2.23	5.37
Women	107	100	152	98	190	0.65	0.69	0.80	0.24	0.72	0.61	0.69	0.67	0.15	0.64
Kids and Children	429	553	548	289	423	3.20	3.96	1.85	0.47	1.36	2.99	3.62	1.85	0.30	1.04
Total	**1,453**	**1,816**	**2,010**	**1,199**	**1,887**	**13.07**	**15.09**	**13.67**	**3.61**	**8.26**	**12.26**	**14.36**	**13.00**	**2.68**	**7.05**

Price

The following table sets forth the total number of active styles and volumes sold by us across the different price ranges in Fiscal 2019, 2020 and 2021 and six months ended September 30, 2020 and September 30, 2021:

Price range	Active styles					Volumes sold (pairs in million)				
	Fiscal 2019	Fiscal 2020	Fiscal 2021	Six months ended September 30, 2020	Six months ended September 30, 2021	Fiscal 2019	Fiscal 2020	Fiscal 2021	Six months ended September 30, 2020	Six months ended September 30, 2021
At or below ₹1,049	1,001	1,193	1,302	765	1,163	8.16	9.44	7.91	1.69	4.26
₹1,050 – ₹1,499	308	375	387	248	381	1.97	2.88	2.28	0.59	1.07
At or above ₹1,500	144	248	321	186	343	2.13	2.04	2.81	0.40	1.72
Total	**1,453**	**1,816**	**2,010**	**1,199**	**1,887**	**12.26**	**14.36**	**13.00**	**2.68**	**7.05**

The percentages of sale of goods we made in each of these price ranges for Fiscals 2019, 2020 and 2021 and six months ended September 30, 2020 and September 30, 2021 is shown in the below table:

Price range	Fiscal 2019 (%)	Fiscal 2020 (%)	Fiscal 2021 (%)	Six months ended September 30, 2020 (%)	Six months ended September 30, 2021 (%)
At or below ₹1,049	47.63	46.86	46.08	48.41	45.16
₹1,050 – ₹1,499	21.07	28.01	21.16	27.65	17.50
At or above ₹1,500	31.30	25.13	32.76	23.94	37.34

We have also been steadily increasing the number of launches in the premium category of the sports and athleisure segment. We sold 2.13 million, 2.04 million, 2.81 million, 0.40 million and 1.72 million premium footwear products in Fiscals 2019, 2020 and 2021 and six months ended September 30, 2020 and September 30, 2021, respectively. The revenue contribution from our premium products to our sale of goods has also increased over the years from 31.30% for Fiscal 2019 to 37.34% for six months ended September 30, 2021. For further details in relation to ASP of our products in Fiscals 2019, 2020 and 2021 and six months ended September 30, 2020 and September 30, 2021, see *"- Our Strengths – India's largest sports and athleisure footwear brand and fastest growing scaled sports and athleisure footwear brand with a robust product portfolio across the demand spectrum - Price*" on page 162.

Style

The styles of our footwear can generally be categorized into the open footwear and closed footwear categories. Our consumers typically purchase open footwear as compared to closed footwear in the summer and rainy seasons.

Manufacturing facilities

We own and operate five manufacturing facilities across India with an installed annual capacity for assembly of 25.60 million pairs as on September 30, 2021. We have the ability to increase production for assembly of up to 35.50 million pairs on an annual basis. We have an in-house production capacity of 2.30 million footwear uppers and 9.60 million footwear soles along with a third party annual capacity of 23.30 million footwear uppers and 16.00 million footwear soles. Our capability to produce more than a third of our footwear soles in-house facilitates allows for a faster turnaround from raw material to final product than compared with industry standards. We procure most of our machinery from countries such as China and Taiwan.

*Dehradun, Uttarakhand ("**Dehradun Facility**")*

We commenced operations at our Dehradun Facility in Fiscal 2009. We do assembly operations in respect of sports shoes and open footwear at our Dehradun Facility. The Dehradun Facility sources power from State Electricity Board and underground water is drawn through a bore well.

*Baddi, Himachal Pradesh (“**Baddi Facility**”* and *“**Campus AI Baddi Facility**”, collectively, the “**Baddi Facilities**”)*

We have two facilities located in Baddi, Himachal Pradesh. We commenced operations at our Baddi facility and Campus AI Baddi facility in Fiscals 2005 and 2015, respectively. We do assembly operations in respect of sports shoes and open footwear at our Baddi Facilities. The Baddi Facilities source power from State Electricity Board and water from HIMUDA.

*Haridwar, Uttarakhand (“**Haridwar Facility**”)*

We commenced operations at our Haridwar Facility in Fiscal 2020. We manufacture uppers at our Haridwar Facility. The Haridwar Facility sources power from State Electricity Board and water from SIDCUL.

*Ganaur, Haryana ("**Ganaur Facility**")*

We commenced operations at our Ganaur Facility in Fiscal 2021. We manufacture soles at our Ganaur Facility. The Ganaur Facility sources power from State Electricity Board and underground water is drawn through a bore well.

Capacity and capacity utilization

The following table sets forth the installed production capacity of our manufacturing facilities as on September 30, 2021 and the capacity utilization for the Fiscals 2019, 2020 and 2021 and six months ended September 30, 2020 and September 30, 2021:

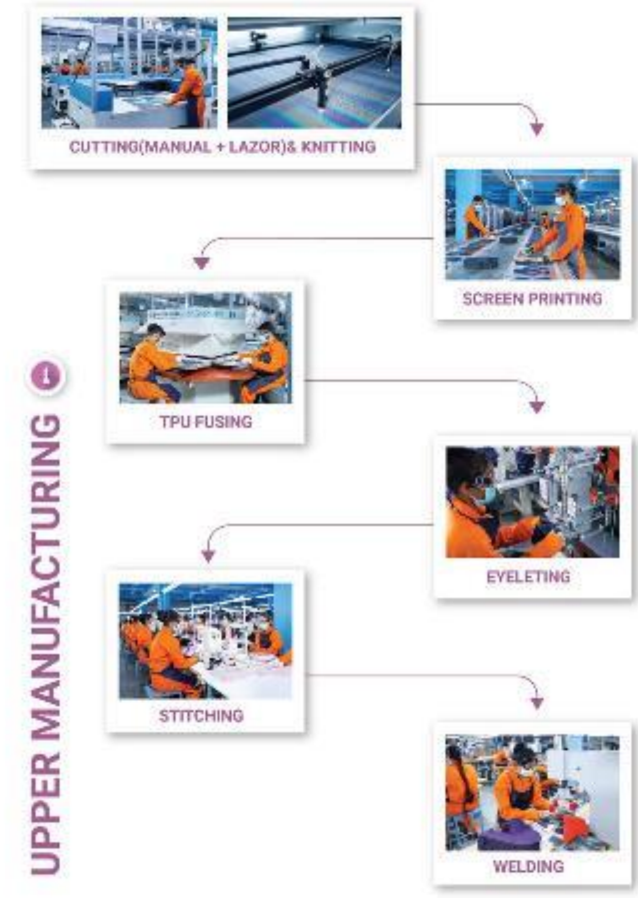
Facility	Products	Fiscal 2019*		Fiscal 2020*		Fiscal 2021*		Six months ended September 30, 2020*		Six months ended September 30, 2021**	
		Installed production capacity (million pairs)	**Capacity utilization (%)**	**Installed production capacity (million pairs)**	**Capacity utilization (%)**	**Installed production capacity (million pairs)**	**Capacity utilization (%)**	**Installed production capacity (million pairs)**	**Capacity utilization (%)****	**Installed production capacity (million pairs)**	**Capacity utilization (%)****
Dehradun Facility	Assembly of Footwear	7.80	71.79	9.40	63.83	10.90	55.05	9.40	71.49	10.90	67.89
Baddi Facility	Assembly of Footwear	4.60	69.57	4.60	82.61	4.60	52.17	4.60	49.57	4.60	60.87
Campus AI Baddi Facility	Assembly of Footwear	8.30	50.60	8.30	60.24	10.10	51.49	8.30	65.09	10.10	59.41
Haridwar Facility***	Footwear uppers	-	-	2.30	21.74	2.30	52.17	2.30	59.13	2.30	86.96
Ganaur Facility#	Footwear sole	-	-	-	-	9.60	27.08	-	-	9.60	50.00

**This is based on the information and explanation and on review of the various documents related to records for production, visits to the manufacturing facilities and management presentations, as carried out by the Chartered Engineer.*
***These figures are annualized average capacity utilization numbers.*
****We commenced commercial production at our Haridwar Facility on August 24, 2019.*
 # We commenced commercial production at our Ganaur Facility on October 28, 2020.

Manufacturing process

We assemble footwear primarily at our three manufacturing facilities, Dehradun Facility, Baddi Facility and Campus AI Baddi Facility using two different techniques, namely, ‘stuck on’ and ‘direct injection process’. In case of ‘stuck on’, we paste the footwear upper and sole together. In case of ‘direct injection process’, the footwear soles are molded directly on to the footwear upper without the use of stitching. These processes use a combination of mechanized and human skill to achieve the desired standards.

The chart below shows the process for manufacturing footwear upper:



The following chart shows the process for manufacturing footwear soles:

The following chart shows the assembly process:

Manufacturing Cycle

A majority of our annual designs are conceptualized and commercialized under these two flagship seasonal launches. We launch two collections each year, namely, (i) spring-summer by February/March; and (ii) autumn-winter by August/September.

Each collection usually takes around 120 to 180 days from product planning to commercialization. We receive feedback from various channel partners to assess demand and trends in different regions, thereby enabling us to efficiently forecast the demand for our products.

Process Flow

Our products have gained pan-India wide recognition for their innovation, quality and performance, across our diverse portfolio of brands.

Prototyping and designing

We believe one of our key strengths is our internal design and product development team, which designs products that reinforce our brand image. We curate a detailed design brief every year based on our annual operating plan. We further process it in accordance with the design calendar for the year. We have integrated our processes across the entire value chain from design prototyping to distribution and retail to ensure that our portfolio is successfully transition from conceptualization to commercialization.

Our research and development and design team conceptualize and develop different patterns to create final samples. We use our raw materials and stock-in-trade across multiple designs and this enables our design conceptualization and commercialization teams to optimally utilize base raw materials with minimal raw material obsolescence. We have a highly experienced design team of 49 designers based out of India as at September 30, 2021, supplemented by a global design consultancy network and design sourcing tie-ups. Our designers work exclusively for us on a full time consultancy basis.

Our design team improvises product concepts based on the latest global trends and styles in the sports and athleisure industry tailored to suit Indian preferences. Designing for a season begins nearly six to eight months prior to the upcoming season. The sketches are sent to heads of departments and key decision makers. Thereafter, our prototype team makes prototypes of our products using samples in various colors.

The following chart sets forth the various steps involved in the development of a sample:

Our design team is located at Delhi. Our design and product development laboratory is equipped with design and graphic tools that enables footwear designing in 2D as well as the ability to model the price of manufacture of the show. We also have various tools to decorate footwear components with varied colors, schemes and templates at our design and product development laboratory.

Exhibition and order placement

As of September 30, 2021, our sales team of over 207 employees interacts with our channel partners to gather product feedback pertaining to market demand and product acceptance. Our prototypes of approved samples are displayed at the partner meets. We organize partner meets on a pan-India level before the commencement of each season to provide distributors, retailers and other channel partners a teaser of our upcoming collection. We prepare an order book for the upcoming season based on interactions with our channel partners and requirements. Our sales team thereafter co-ordinates with the research and development, planning and supply chain teams to ensure that the products are manufactured and supplied in a timely manner.

Procurement

We procure raw material based on inputs from our demand planning team of over 15 employees as of September 30, 2021. For further details in relation to our raw materials, see *"- Procurement and Raw Materials"* on page 180.

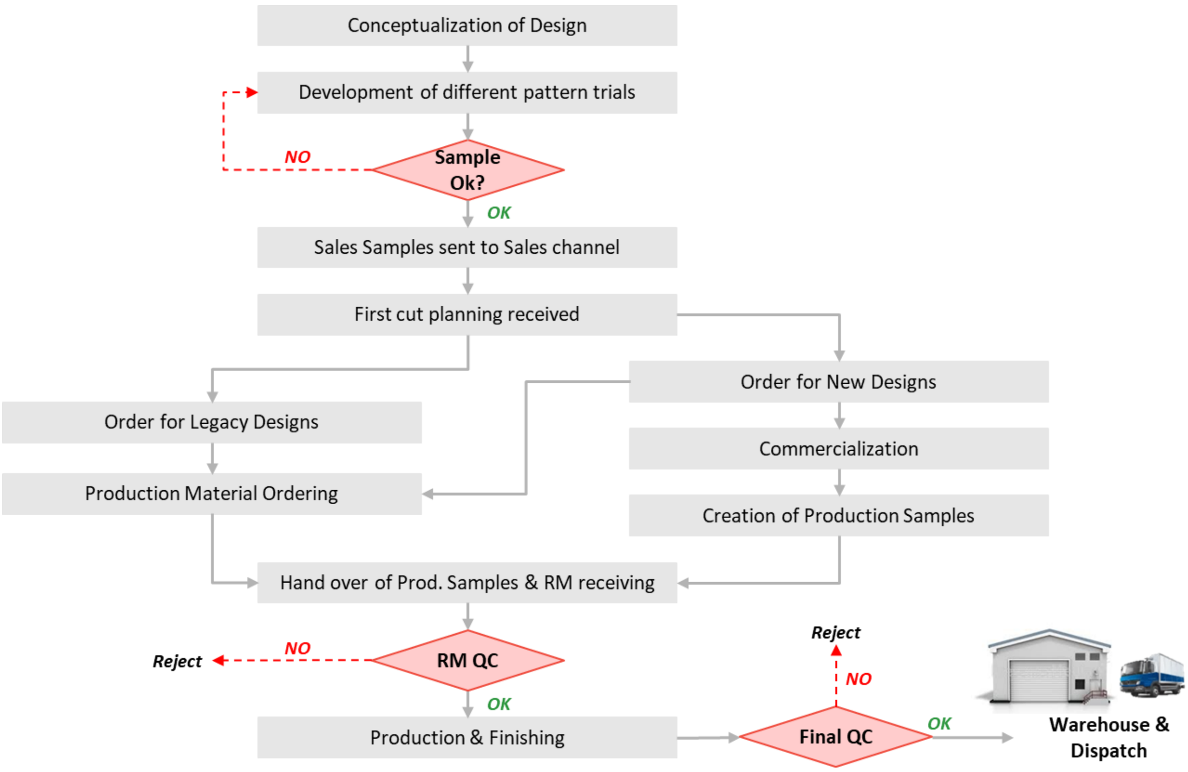
Manufacturing

We manufacture and assemble our products at our five manufacturing facilities. We also rely on third party fabricators and suppliers for the manufacture of components of our products. We also outsource some products to third party manufacturers on a contract basis. For further details of our manufacturing facilities, see *"-Our Busines and Operations - Manufacturing Facilities"* on page 170.

Distribution and retail

We have created a comprehensive distribution network across trade distribution and direct-to-consumer channels. For further details, see *"- Our Business and Operations - Distribution"* on page 181.

The following chart sets out the detailed manufacturing process flow chart:



Vertical Integration

Our vertically integrated approach to manufacturing is at the core of our consistent product quality and resulting high consumer satisfaction. Our sports and athleisure footwear operations are vertically integrated, whereby we design each product, source the raw materials, and then manufacture key components, assemble, finish and package at our owned facilities. We design our sports and athleisure footwear products internally and source the components or finished goods from select vendors that develop and manufacture our designs.

We have a long-standing history of successful vertically integrated manufacturing in our footwear businesses. We design all facets of the footwear, including upper patterns, insoles, outsoles and traction elements. Raw materials for the footwear uppers and insoles and component parts for the outsoles and traction elements are sourced mostly from India through independent third party suppliers.

We have created long-standing relationships with several independent supply groups that have expertise and quality capabilities consistent with our high standards and specifications. We are not reliant on any single supplier of materials that we require annually to be able to produce our footwear.

Procurement and Raw Materials

Our primary raw materials include sole, fabric, chemicals and adhesives, laminated fabric, ethylene-vinyl acetate ("**EVA**"), box, insole and others such as PVC compound, PVC leather cloth, PU leather cloth and outer cartons. We outsource the manufacturing of finished footwear uppers to over 80 job workers as on September 30, 2021, who provide the finished footwear upper using the raw materials provided by us and as per our design specifications. We conduct stringent quality checks on the raw materials and finished footwear upper. In addition, we source our regular soles from India and China. For the soles developed by us, we share our specifications with the vendors, who create such soles exclusively for us.

We source approximately 85% of our raw materials locally in India. The remainder of our raw materials are sourced from countries such as China, South Korea and other South-East Asian countries. We also supply all of the raw material requirements of our fabricators. We currently procure raw materials on a purchase order basis at negotiated rates. Details of the raw material supplied and share of raw material cost in Fiscal 2021 and the six months ended September 30, 2021 are as follows:

S. No.	Raw Material supplied	Number of Active suppliers[1]	Percentage of total raw material costs for	
			Fiscal 2021	Six Months ended September 30, 2021
1.	Sole	25	33.32%	34.79%
2.	Fabric	10	2.18%	1.00%
3.	Chemical and adhesives	37	6.33%	6.61%
4.	Laminated Fabric	10	11.59%	11.71%
5.	EVA	20	4.61%	6.86%
6.	Box	18	7.25%	6.96%
7.	Insole	8	4.84%	4.48%
8.	Others	301	29.88	27.59%
9.	**Total**	**429**	**100%**	**100%**

Note: 1. Active suppliers represent vendors from whom we have bought raw materials in the last six months.

Our total cost of materials consumed in Fiscals 2019, 2020 and 2021 and six months ended September 30, 2020 and September 30, 2021 amounted to ₹ 3,241.99 million, ₹ 4,138.34 million, ₹ 4,005.97 million, ₹ 1,204.11 million and ₹ 2,617.45 million, respectively, and represented 54.50%, 56.53%, 56.32%, 88.41% and 64.11% of our revenue from operations in these periods, respectively. For further details in relation to purchases of stock-in-trade and changes in inventories of finished goods, stock-in-trade and work in progress, see *"Management's Discussion and Analysis of Financial Condition and Results of Operations*" on page 307. The following table sets forth the breakdown between in-house and outsourced production capacity, as at September 30, 2021:

Product	Facility	In-house Capacity (In Pairs Million)	Outsourced Capacity (In Pairs Million)	Total (In Pairs Million)	In-house Capacity %	Outsourced Capacity %
Assembly of Shoes	Dehradun Facility, Baddi Facility and Campus AI Baddi Facility	25.60	0.00	25.60	100%	0.00%
Uppers	Haridwar Facility	2.30	23.30	25.60	8.98%	91.02%
Shoe Sole	Ganaur Facility	9.60	16.00	25.60	37.50%	62.50%

Finished Products and Raw Materials Handling and Storage

We usually keep two to four months of inventory of raw materials at our facilities. The ability to store raw materials at our facilities enables us to withstand disruptions in supply as well as volatility in the price of raw material. We plan our inventory levels based on existing inventory levels, inbound delivery timelines and expected order pipelines.

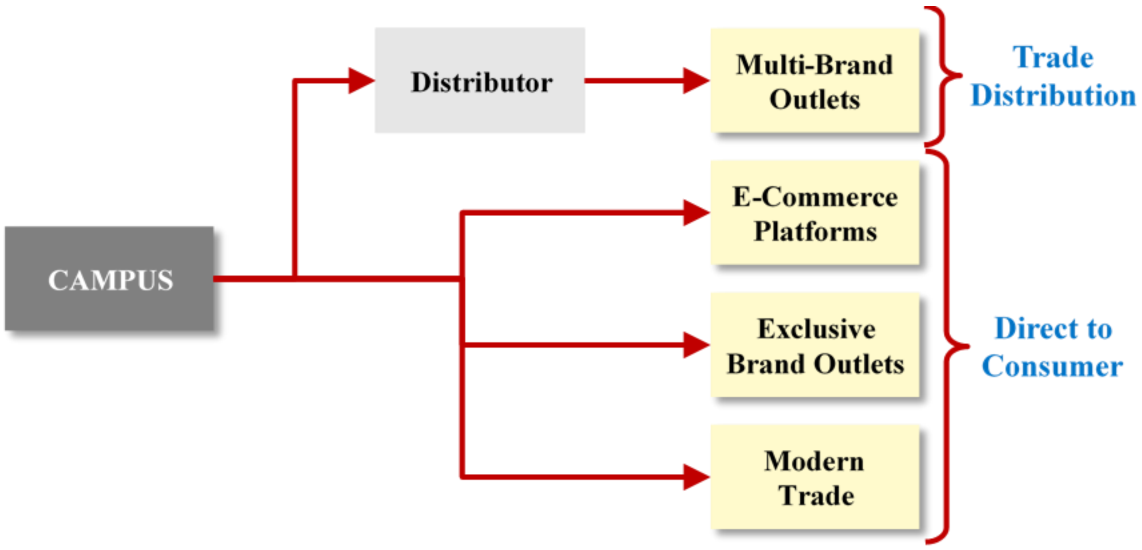
Our storage facilities allow us to avoid suspending our production processes, which are costly and time consuming to restart, and enable us to build up inventory of products needed to satisfy market demand effectively during peak times by being able to meet consumers' demand in full and on time. Our manufacturing lead-time of 60 to 90 days, compared to the industry average of 90 to 120 days *(Source: Technopak Report)*, means that we are also able to more swiftly meet changing market demand than our competitors.

The following table sets forth our capacity to store finished products at our distribution centers as of September 30, 2021:

Distribution Center Location	Storage Capacity (in Sq meter)
Trade distribution:	
Ambala	12,077.40
Shambhu	10,219.33
D2C:	
Delhi (Mundka, Swarn Park and Tikri)	5,927.21
Dehradun	2,229.67
Baddi	3,251.61

Distribution

We have established an expansive 'omnichannel experience', pan-India distribution network, across trade distribution and direct-to-consumer channels to drive sales of our footwear and increase volumes of sales in the premium category.



We have two channels of distribution, namely, (i) trade distribution, and (ii) direct-to-consumer. Our direct-to-consumer is split into offline direct-to-consumer and online direct-to-channel. For further details in relation to the revenue contribution from trade distribution and direct-to-consumer channel, see *"Management's Discussion and Analysis of Financial Conditions and Results of Operation - Overview"* on page 307.

- Trade distribution

  We have over 400 distributors directly servicing and fulfilling orders of over 18,200 geographically mapped retailers at a pan-India level as on September 30, 2021. We have executed agreements with all our distributors and which carry a credit term of 30 to 60 days. We have a diversified sales mix across our trade distribution channel and our top 15 distributors contributed 21.13% and 12.26% towards our sale of goods in Fiscal 2021 and six months ended September 30, 2021.

  We have a diversified regional sales mix and the following table sets forth the percentage of revenues from operations using our trade distribution channel, that was derived from northern, southern, eastern, western and central regions of India during the Fiscals 2019, 2020 and 2021 and six months ended September 30, 2020 and September 30, 2021:

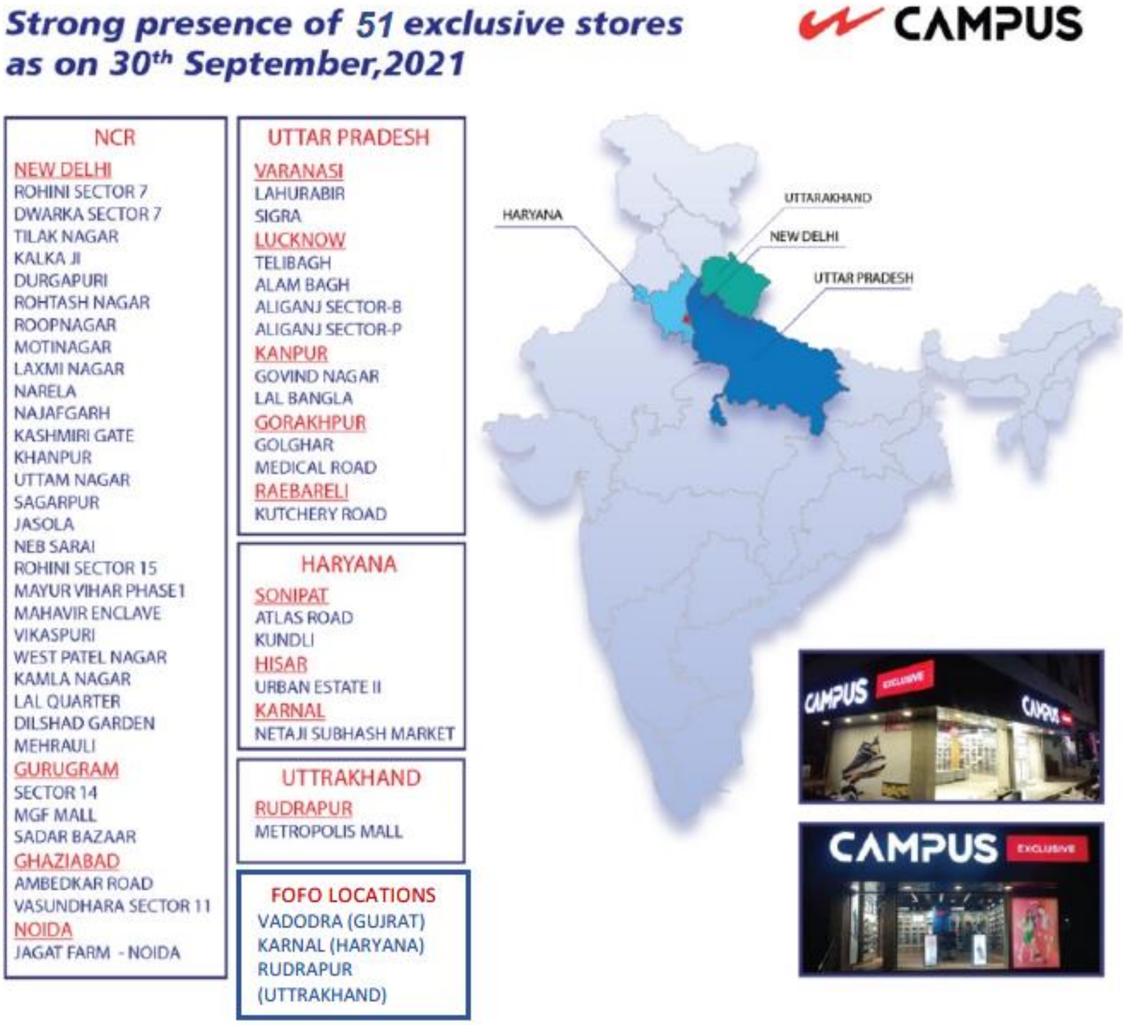
Regions	Fiscal 2019 (in %)	Fiscal 2020 (in %)	Fiscal 2021 (in %)	Six months ended September 30, 2020 (in %)	Six months ended September 30, 2021 (in %)
North	60.22	61.24	59.14	61.07	50.69
South	7.64	6.56	6.73	9.43	12.45

Regions	Fiscal 2019 (in %)	Fiscal 2020 (in %)	Fiscal 2021 (in %)	Six months ended September 30, 2020 (in %)	Six months ended September 30, 2021 (in %)
East	18.39	17.18	19.29	15.73	19.31
West	6.34	7.04	7.48	6.06	12.03
Central	7.38	7.94	7.36	7.71	5.47
Export	0.03	0.04	0.00	0.00	0.05
Total	**100.00**	**100.00**	**100.00**	**100.00**	**100.00**

- Direct-to-consumer

This channel consists of online and offline direct-to-consumer channels. Our offline direct-to-consumer channel includes EBOs and LFS and our online direct-to-consumer channel includes e-commerce platforms. We have an expansive online presence across several e-commerce channels such as Flipkart, Myntra, Udaan and Fynd, among others, as well as our own e-commerce website. We have different strategies across channels varying from pure play market places and e-commerce platforms for outright sales, 'sale or return' sales and online to offline sales. Through these channels we are able to reach consumers across all 28 states and 8 union territories of India and a total of 652 cities in India as on September 30, 2021. We also target special sales days and new design drops on online channels to generate demand for premium products. Our revenues from operations through our e-commerce platforms grew at a CAGR of 197.95% between Fiscal 2019 and Fiscal 2021. For further information on the online marketing campaigns we have engaged in with these partners which have helped drive our online revenue growth, as well as our online presence across various e-commerce channels, see"*—Our Business and Operations - Online presence"* on page 186.

In addition, we operate our EBOs under two models: through company opened company operated stores ("**COCOs**") and franchisees. We have 48 COCOs and three franchisees as on September 30, 2021. We have launched our EBOs in select geographies in India, with an intent to "premiumize" our products across our trade distribution network. We sell our products in the premium category at our EBOs. This enables our distributors in the trade distribution channel to assess the consumer demand for our products in the premium category, which in turn leads to an enhanced offtake by such distributors. We also sell retail accessories such as backpacks, caps and socks under our brand 'CAMPUS' at the EBOs.



The following table sets forth our revenue contribution from EBOs for the period indicated:

	Fiscals						For six months ended September 30,			
	2019		2020		2021		2020		2021	
	(in ₹ million)	% of revenue from sale of goods	(in ₹ million)	% of revenue from sale of goods	(in ₹ million)	% of revenue from sale of goods	(in ₹ million)	% of revenue from sale of goods	(in ₹ million)	% of revenue from sale of goods
EBOs	116.08	1.97%	181.08	2.48%	157.02	2.21%	34.33	2.53%	78.34	1.92%

The table below shows the size of our EBOs and sale of goods in the Fiscals 2019, 2020 and 2021 and six months ended September 30, 2020 and September 30, 2021:

Concept	Number of Stores	Avg. Size (sq ft)	% of sale of goods				
			Fiscal 2019	Fiscal 2020	Fiscal 2021	Six months ended September 30, 2020	Six months ended September 30, 2021
COCOs	48	769	1.97	2.48	2.21	2.53	1.82
Franchisees	3	545	-	-	-	-	0.10

We negotiate leasing terms that are flexible and favorable to us. Our current lease contracts are typically for a period of three to nine years and a majority of our leases provides us with an early termination period of three months at the sole option of the Company. The flexibility of our leasing arrangements enables us to relocate stores swiftly or close underperforming COCOs. We seek to maintain a highly efficient and flexible cost structure and to secure new, desirable real estate at highly favorable terms. We competitively maintain our leases by re-evaluating our current leases and evaluating new opportunities nationwide. Our plan to increase the number of our COCOS will depend in part on the continued availability of suitable existing retail locations or built-to-suit store sites on acceptable terms.

Our number of COCOs grew from zero stores in 2017 to 48 stores as of September 30, 2021:

	Fiscal 2019	Fiscal 2020	Fiscal 2021	Six months ended September 30, 2021
Stores (Beginning of Period)	16	32	37	45
Stores Opened	16	5	13	4
Stores Closed	-	-	5	1
Stores (End of Period)	32	37	45	48

Our EBOs generated revenues of ₹1.54 million per store in the six months ended September 30, 2021. We expect to continue expanding our numbers of COCOs. For further details on our strategy to expand, see " - *Our Strategies - Further expand and deepen our omnichannel experience*" on page 167.

In addition, we operate over 800 counters situated in Large Format Stores ("**LFS**") where 'CAMPUS' is one of the prominent sports and athleisure footwear brands, as of September 30, 2021 ("**Counters**"). These Counters are located at branches of LFS across India.

The table below shows the revenue contribution from our active Counters in the Fiscals 2019, 2020 and 2021 and six months ended September 30, 2020 and September 30, 2021:

	Fiscal 2019	Fiscal 2020	Fiscal 2021	Six months ended September 30, 2020	Six months ended September 30, 2021
% of sale of goods*	1.11	1.99	1.26	1.02	1.69

**We have over 800 active counters during April 2021 to September 2021*

Logistics

We transport our products from our Baddi Facilities and Dehradun Facility to our distribution centers which are based out of Ambala, Haryana and Shambhu, Punjab for trade distribution and Mundka and Swarn Park in the National Capital Territory of New Delhi for our D2C channel. We ship our products to our distributors and consumers through these distribution centers. We have taken a marine insurance policy to cover the risk of transit damages for our products. We have contracted a third party logistics provider, SafeExpress, to manage our product transportation requirements. SafeExpress accounts for the majority of all our transportation requirements from assembly plant to distribution centers and to the distributors. We have an annual contract with SafeExpress and we review the commercial terms on an annual basis.

Pricing Policy

We sell our products to our distributors at uniform discounts from our suggested retail prices. We have a suggested retail price policy that applies to all the retail stores we have a presence in (except our EBOs and our Counters) to help maintain brand image, ensure consistent pricing levels from region to region and prevent price competition among our distributors. In determining our pricing strategies, we take into account market supply and demand, production cost and the prices of our competitors' similar products. Our sales representatives collect and record the retail prices of our products sold by our retailers. We analyze the information collected and engage in discussions with our distributors to ensure that they follow our pricing policy.

Marketing and Merchandising

We leverage our marketing channels to educate and influence our consumers. With the help of a combination of above the line and below the line initiatives using outdoor advertising, social media advertising, and other digital and print advertising, we have been able to drive effective marketing our brand and products. We have created differentiated packaging for products based on themes and special drops to provide a unique experience to consumers. We also actively engage with micro influencers to engage directly with consumers and increase relatability of our brand 'CAMPUS'. Our marketing efforts target offline consumers to try our online sales channels.

Over Fiscals 2019, 2020, 2021 and six months ended September 30, 2020 and September 30, 2021, we have spent ₹ 298.43 million, ₹ 268.84 million, ₹ 329.38 million, ₹ 80.48 million and ₹ 241.74 million on advertising and sales promotion, of which ₹ 14.56 million, ₹ 35.70 million, ₹ 103.58 million, ₹ 18.47 million and ₹ 88.12 million was towards digital advertising. We have empaneled a leading advertising agency and a media planning enterprise to curate and execute themed advertising and marketing campaigns to relate to our target consumers and grow consumer loyalty and increase brand acceptance. Our market-leading advertising and sales spend is evidence of our commitment to steadily gravitate away from standalone trade led marketing and increasingly pivot to direct-to-consumer marketing campaigns.

We believe in redefining the standard approach to marketing by interacting with our consumers through all stages of the consumer journey:

- *Product*: We develop innovative billboards that show off our product features.
- *Packaging*: We roll out differentiated packaging in line with special drops and thematic launches, offering our consumers an elevated experience post-purchase.
- *Promotion*: We increasingly engage with up-and-coming micro-influencers, who assist us with enhancing our relatability quotient.

Industry leading billboards

Differentiated packaging

Influencer collaboration

Excellence in merchandising, the retail format in which our products are presented to the consumer, is another factor driving sales of our products. We believe 'CAMPUS' is a leader in its in-shop merchandising across India, and that our footwear make a first and long lasting impression in the retail touch-points where we have a presence. Our merchandisers are typically well educated and trained in the features of our footwear and are able to build and maintain relationships in-store at any one of the retail touch-points where we have a presence. We continue to invest in both updating our displays and training for our sales force working in our COCOs and Counters. We devote considerable resources to the appearance of our products and displays at the point of sale. This includes an extensive offering of fixed and temporary product displays, brand and product signing and graphics and a wide variety of visual tools to enhance the "shop in shop" environment at our Counters.

Online presence

We conduct campaigns that introduce our offline consumer base to an online shopping experience. For a case study of a campaign we had conducted, see "*Our Strengths – Strong brand recognition, innovative branding and marketing approach – Global-Giri Flipkart Campaign*" on page 166.

We enter into agreements with the operators of different types of e-commerce channels. The terms of these agreements govern how our products are listed and sold through, or by, these channels. We have different arrangements ranging from fixed fees, revenues shares and other cost sharing arrangements for sales of our products on or by these channels. The terms of these agreements typically continue unless terminated by either party or are for a fixed term with a right to renew.

The e-commerce channels we sell through include Fynd, Nykaa, Myntra and Flipkart,. For the six months ended September 30, 2021, our top third party market place provider, and the entity which operates it, accounted for revenues from operations of ₹ 432.57 million, which represented 10.59% of our revenue from operations for the period.

Quality Control and Process Safety

Product quality control is a critical aspect of our business and we have good manufacturing and documentation practices. Our dedicated quality control team consisting of 71 employees, as on September 30, 2021, performs various quality inspection and testing procedures. We also perform routine product inspections on every batch of our products and sample testing to ensure consistent quality of our products, including semi-finished and finished products.

We have also implemented stringent quality control standards for our raw material suppliers. Our quality control department ensures that the materials received from our approved list of suppliers also comply with our internal standards and specifications that are designed to satisfy the requirements set forth by various consumers. We undertake a process of vendor onboarding whereby we require vendors to complete a vendor registration form for capturing the profile of the vendor and which is used for Know Your Customer processing. We also receive and process documents such as the vendor's copy of its GST number, a cancelled cheque for bank account and payment verification and its Aadhar card in support of the KYC information in the vendor registration form.

In addition, we conduct regular repair and maintenance programs for our manufacturing facilities and our engineers and technicians periodically inspect our manufacturing facilities.

Intellectual Property

Our trademarks create a market for our products, identify our Company and differentiate our products from competitors' products. We own 66 trademarks relating to our brands, products, styles, and technologies.

The registered trademarks we have are the following:

Description	No. of Trademarks	Trademark	Valid Term
Class 25: Including footwear and parts thereof (soles, uppers, insoles etc.), readymade garments (caps and hats, headgear, socks etc.)	41	CAMPUS	November 12, 2024
			November 17, 2029
			July 1, 2027
		PREMIUM	January 7, 2024
		SOFT WALK	July 20, 2030
		A-GEAR	March 30, 2026
		Campus JUNIOR WITH DEVICE	May 4, 2030
		CAMPUS KA SCHOOL TIME	July 17, 2025
		B7 ULTIMATE COMFORT	September 11, 2027

Description	No. of Trademarks	Trademark	Valid Term
		#EVOLVE	July 1, 2027
			July 17, 2027
		CAMPTECH	July 1, 2027
			July 1, 2027
		Campus Soft Rubber Technology	November 17, 2027
		Campus Memory Tech Foam	November 17, 2027
		Active Cell Technology	February 21, 2028
		Born to Run	February 21, 2028
		Born to Win	February 21, 2028
		Camp Lite	February 21, 2028
		Camp - GO	March 14, 2028
		PILLOFOAM	March 14, 2028
		FOAMLITE	May 22, 2028
		AIR CAPSULE	July 23, 2028
		WATER GEL	July 23, 2028
		Active Cell	July 23, 2028
		PilloFoam	July 23, 2028
		SPRINGY FIT	July 23, 2028
		CAMPUS BUBBLE FOAM	May 9, 2029
		CAMPUS JUMP	May 9, 2029
		Foamlite vmax	July 16, 2029
		Tyre-tech	July 16, 2029
			July 16, 2029
		Air-Suspension	July 16, 2029
		Support-tech	July 16, 2029
		YOGAMAX	August 7, 2029
		AGear	September 4, 2029
		FORMALINO	November 6, 2029
		MEMORY IMPACT	January 3, 2030
		GO CRAZY	August 14, 2030
		ADVANCE ORTHO	October 27, 2030
		CAMPUS REE-FLECT	N.A.
Class 35: Including advertising, business management, marketing and promotional services, retailing and wholesaling services for footwear, footwear accessories	17	CAMPUS	July 1, 2027
		Campus JUNIOR	May 4, 2030
		B7 ULTIMATE COMFORT	May 5, 2027
		#EVOLVE	July 1, 2027
			July 17, 2027
		CAMPTECH	July 1, 2027
			July 1, 2027
		REFLECT TECH	October 16, 2027
		Camp - GO	March 14, 2028
		FOAMLITE	May 22, 2028
		AIR CAPSULE	July 23, 2028
		WATER GEL	July 23, 2028
		Active Cell	July 23, 2028
		PilloFoam	July 23, 2028
		SPRINGY FIT	July 23, 2028
		ADVANCE ORTHO	October 27, 2030
		CAMPUS REE-FLECT	N.A.
Class 18: Including leather and imitations of leather and goods made of these materials and not included in other classes, skins and	3	CAMPUS	November 17, 2029
			August 20, 2031
		Campus JUNIOR	May 4, 2030

Description	No. of Trademarks	Trademark	Valid Term
hides, trunks, briefcases			
Class 3: Including shoe polish, perfumery, essential oils, cosmetics and hair lotions	1	CAMPUS	May 3, 2026
Class 21: Including brushes for footwear, shoe horns, shaving brushes, tooth brushes and combs	1	CAMPUS	May 3, 2026
Class 16: Paper, cardboard and goods made from these materials, not included in other classes, printed matter, printed advertisement and printed promotional materials	1	B7 ULTIMATE COMFORT	September 11, 2027
Class 26: Including shoe laces, shoe buckles, shoe fasteners, shoe eyelets and shoe hooks	1	CAMPUS	May 3, 2026
Class 28: Including games, playthings and sporting articles not included in other classes	1	Campus JUNIOR WITH DEVICE	May 4, 2030

Our design are incorporated into many of our most important products. We file applications for Indian designs and trademarks that we deem to have commercial value. We have designs and trademarks which expire at various times, as well as pending design and trademark applications in India. We have also filed and obtained registrations of various international trademarks of our brands in other countries.

We consider our intellectual property as a competitive advantage for our business. Hence, we devote significant resources to develop, protect and defend our intellectual property assets. We have defined and implemented dedicated IP strategies for our business. Key elements of our IP framework strategy include IP protection in India and globally, and this may include filing applications for trademark, copyright and design registrations, prosecution and enforcement actions such as filing and defending oppositions, rectification, cancellations and revocations, sending and replying to cease and desist letters, filing and prosecuting domain name registrations. We initiate different types of legal and regulatory proceedings to protect our IP rights including resorting to civil and criminal proceedings, and arbitration and mediation procedures. .

See "*Risk Factors – Our inability to protect our intellectual property rights may prevent us from successfully marketing our products and we may infringe the intellectual property rights of others which could result in litigation.*" on page 47.

Information Technology

We currently use advanced information technology systems like enterprise resource planning (ERP), distribution management system (DMS), field force management, quality control, point-of-sales (PoS), e-commerce order management solution (OMS) and Retailers' engagement application, which assist us with various functions including procurement, inventory management, production planning, sales and distribution, financial controlling and accounting, quality management, field-force automation, and human resource functions. These systems facilitate the flow of real-time information across departments and allows us to make information driven decisions and manage performance.

While our ERP solution is helping us manage the key business process of supply chain, distribution, and financials, we are now also focusing on implementing new solutions which will further enhance our engagement with the consumers. We have implemented distribution management system (DMS) for key markets. This system provides us visibility of secondary sales and inventory, in turn facilitating better demand understanding, promotions planning and sales. We are also focused on the end-retailers and have started various sales and channel loyalty promotions by implementing a retailers' engagement application. With regular engagement and incentives, we expect to establish a continuous demand model from retailers. We have implemented a field force management system (for a field force automation solution) for our sales team spread across the country. This has helped us manage beat planning, provide us with complete visibility of sales staff activities, new retailers acquisition, order capturing at source, effective distribution management and order capturing.

Our Company owns and operates two websites:

- Campusactivewear.com – our corporate website with details about our Company history, team, business and investor relations. While the website is developed by a third party vendor, who also provides technical support, the content of the website is maintained by our Company; and

- Campusshoes.com – our e-commerce website through which our Company sells our products to consumers. While the website is developed on a third party e-commerce platform by a vendor who also provides technical support, the cataloguing, content and operations of the website is maintained by our Company.

We believe that sophisticated information systems and functionality are important components of maintaining our competitive position and supporting continued growth of our businesses, particularly in the ever-changing consumer-shopping environment. We regularly evaluate the adequacy of our information technologies and upgrade or enhance our systems to gain operating efficiencies, to provide additional consumer access and to support our anticipated growth as well as other changes in our business. We believe that continuous upgrading and enhancements to our information systems with newer technology that offers greater efficiency, functionality and reporting capabilities is critical to our operations and financial condition.

Employees

We employed 674, 813 and 854 people in Fiscal 2019, Fiscal 2020 and Fiscal 2021. As of September 30, 2021, our Company employed 810 people. The breakdown of our Company's permanent employees in different functionalities as of the periods indicated, has been provided below:

Function	September 30, 2021	September 30, 2020	Fiscal 2021	Fiscal 2020	Fiscal 2019
Executive Directors including CMO, CSO and CFO	5	6	6	7	5
Sales	229	213	240	177	150
Production, Operations including quality and R&D	458	522	488	503	413
Marketing	8	5	7	4	3
Finance including legal	34	32	34	33	27
HR including Admin	52	56	52	59	51
IT including ERP	24	27	27	30	25
Total	**810**	**861**	**854**	**813**	**674**

Our employees include, among others, graduates from leading educational institutions. We have a diverse and inclusive workforce wherein our employees belong to different age groups and have been previously employed by organizations and multinational corporations in various industries.

The attrition rate for our employees for Fiscals 2019, 2020 and 2021 and the six months ended September 30, 2020 and September 30, 2021 was 16.84%, 10.20%, 16.94%, 8.13% and 8.38%, respectively.

We engage more than 80 independent contractors through whom we engage contract labor for our manufacturing facilities and warehouse. These contract laborers carry our functions such as assembly of shoes, manufacturing of sole, packing operations, stitching, printing operations for shoe uppers, amongst other labor-intensive activities. Our employees typically carry out supervisory functions at our facilities. Our current typical contracts with such contractors are for a total period of five years, and a majority of the contracts provides us with an early termination period of 1 month at the sole option of the Company. The contracts with all contractors include particular clauses which require the contractors to adhere to various compliance matters, and we further conduct various audits and collect evidence in support of such compliances on the contract workers provided by each contractor to ensure that they satisfy the requirements of local labor laws.

We have adopted various employee-friendly policies such as paternity leave, marriage leave and work-from-home arrangements in order to create and maintain a collaborative working environment. We offer our employees performance linked incentives and benefits and conduct employee engagement programs from time to time. We believe we have good relations with our employees and contract workers, and there have not been any instances of work stoppages due to labor disputes (such as worker disputes or group demands) or cessation of work.

Competition

The sports and athleisure footwear market is highly competitive and we face significant competition from numerous companies. Our competition includes large local and multinational companies with significant financial, marketing and operational resources, small companies with limited resources but deep entrenchment in their local markets, and other branded competitors, some with strong worldwide brand recognition. In addition, access to offshore manufacturing and the growth of e-commerce have made it easier for new companies to enter the markets in which we compete, further increasing competition in our industry. We identify our primary competitive factors in the markets for sports and athleisure footwear products to be brand strength, product innovation, design, functionality, durability, and price, as well as effective marketing and delivery of our products in alignment with consumer expectations. For details on the competitive landscape, see "*Industry Overview*" on page 110.

Insurance

We maintain insurance coverage under various insurance policies for, among other things, damages in the areas at operations, protection from direct pecuniary losses suffered on account of fraudulent or dishonest acts, accidental loss or damages. We have various insurance policies covering machinery breakdown, burglary, money and fire and special perils. We also maintain various insurance policies covering commercial packages, transportation, marine insurance, cargo, plant and equipment erection and accidents, as well as a directors' and officers' liability insurance. We believe that the level of insurance we maintain is appropriate for the risks of our business and is comparable to that maintained by other companies in our markets operating in the same business lines.

We do not have any business liability, interruption or litigation insurance coverage for our operations in India. Insurance companies in India offer limited business insurance products. While business interruption insurance is available to a limited extent in India, we have determined that the risks of interruption, cost of such insurance and the difficulties associated with acquiring such insurance on commercially reasonable terms make it impractical for us to have such insurance. Therefore, we are subject to business and product liability exposure. See "*Risk Factors - Risks Related to Our Business. - Our insurance coverage may not be sufficient or adequate to protect us against all material hazards, which may adversely affect our business, results of operations and financial condition.*" on page 51. We have limited insurance coverage in India and may not be able to recover insurance proceeds if we experience uninsured losses.

Properties

Our Registered and Corporate Office is located at D-1, Udyog Nagar, Rohtak Road, New Delhi 110041. Our Registered and Corporate office is on a long-term lease for nine years expiring in 2030.

We have five manufacturing facilities, of which two are located at Baddi and the remaining are at Dehradun, Haridwar and Ganaur, respectively. Our Ganaur Facility has been built on freehold land owned by us. Our remaining facilities are on leasehold land.

The following table provides details of the lease terms for our Dehradun Facility, Baddi Facility, Campus AI Baddi Facility and Haridwar Facility:

Manufacturing Facility	Lease Start (Month/Year)	Lease Term in Years	Plot Size (In Sq. meter)
Leasehold properties-			
Baddi Facility: Plot # 61, Bhatoli Kalan Industrial Area, Baddi (District – Solan), HP	January 2005	99 years	16,405.82
Campus AI Baddi Facility:			
Plot # 62, Bhatoli Kalan Industrial Area, Baddi (District – Solan), HP	July 2004	99 years	11,394.78
Plot # 63, Bhatoli Kalan Industrial Area, Baddi (District – Solan), HP	January 2005	99 years	12,423.17
Dehradun Facility: C-9 & 10, Selaqui Industrial Area, Dehradun, Uttarakhand	May 2005	90 years	16,080.00
Haridwar Facility: Plot No 39 & 40, Haridwar Industrial Area – Haridwar, Uttarakhand	September 2018	90 years	8,100.00

As of September 30, 2021, all of our COCOs were operated on premises that are leased, licensed or subleased and we currently expect to lease or sub-lease the premises for our new COCOs to the extent we are able to expand our store network. Our operating performance depends, in part, on our ability to secure leases for our stores in appropriate locations at rents we believe are cost effective. We generally enter into lease agreements that have an initial term that typically ranges from three to nine years.

Environmental, health and safety and sustainability initiatives

We aim to comply with applicable health and safety regulations and other requirements in our operations. We aim to minimize the adverse impact of our products and activities on the environment, maintain ecological balance and protect the bio-diversity near our manufacturing facilities. Further, we aim to comply with the legislative requirements, requirements of our licenses, approvals, and various certifications and ensure the safety of our employees and people working in our manufacturing facilities or under our management. For further details, see "*Government and Other Approvals"* on page 350.

We believe that accidents and occupational health hazards can be significantly reduced through a systematic analysis and control of risks by providing appropriate training to our management and our employees. We have implemented work safety measures to ensure a safe working environment at our facilities. We have conducted safety programs at our facilities and developed training videos and modules.

In addition, we are subject to extensive environmental laws and regulations in India, including regulations relating to prevention and control of water pollution and air pollution, environmental protection, hazardous waste management and noise pollution, nature resource damages, remediation of contaminated sites, employee health and employee safety, in relation to the respective manufacturing facilities.

Corporate social responsibility initiatives

We have adopted a corporate social responsibility ("**CSR**") policy in compliance with the requirements of the Companies Act, 2013 and the Companies (Corporate Social Responsibility) Rules, 2014. Our CSR initiatives are focused on supporting under-privileged people towards health and wellness and in this regard we work with reputed NGO's like Goonj and Clothesbox for distribution of sports shoes across India.

For further information on our Board of Directors and Key Management Personnel, see *"Our Management"* on page 206. For further information on our financial performance, see "*Management's Discussion and Analysis on Financial Condition and Results of Operations*" on page 307 and for further information on our outstanding litigations and regulatory proceedings, see *"Outstanding Litigation and Other Material Developments"* on page 342.

KEY REGULATIONS AND POLICIES IN INDIA

The following description is a summary of certain key laws, guidelines and regulations in India which are applicable to our Company and the business undertaken by our Company. The information detailed in this chapter is based on the current provisions of statutes, bills, regulations, notifications, memorandums, circulars and policies which are subject to amendments, changes and/or modifications. Such information has been obtained from sources available in the public domain. The regulations and their descriptions set out below may not be exhaustive and are only intended to provide general information to prospective investors. Further, they are neither designed nor intended to be a substitute for professional legal advice. For details of the government approvals obtained by our Company, see "Government and Other Approvals" on page 350.

Laws in relation to our business

Consumer Protection Act, 2019 (the "Consumer Protection Act")

The Consumer Protection Act provides for the protection of the interests of consumers and the establishment of authorities for the timely and effective administration and the settlement of consumer disputes. The Act empowers the Central Government to constitute the Central Consumer Protection Authority, to regulate matters relating to the violation of rights of consumers, unfair trade practices and false or misleading advertisements which are prejudicial to the interests of public and consumers and to promote, protect and enforce the rights of consumers as a class, and conduct inquiries or investigations under the Consumer Protection Act. Further, the Consumer Protection Act enables complainants to file complaints in respect of, *inter alia*, goods suffering defects, services suffering deficiencies, and goods or services hazardous to life and safety. Consumers are also empowered to file product liability actions, for claiming compensation for the harm caused to them by defective products or deficient services, in respect of which such product manufacturers or sellers may be held responsible.

Legal Metrology Act, 2009 ("Legal Metrology Act") and the Legal Metrology (Packaged Commodities) Rules, 2011 ("Packaged Commodities Rules")

The Legal Metrology Act establishes and enforces standards of weights and measures, and regulates trade and commerce in weights, measures and other goods which are sold or distributed by weight, measure or number. The Legal Metrology Act prohibits quoting prices or charges, issuing or exhibiting any price list, invoice, cash memo or other document, publishing any advertisement, or indicating the net quantity of a pre-packaged commodity, otherwise than in accordance with the standard units of weight, measure or numeration. Manufacturers are required to maintain records and registers, and make declarations on pre-packaged commodities, in the manner prescribed under the Legal Metrology Act. Penalties and punishments are prescribed for numerous offences under the Legal Metrology Act, including selling or delivering commodities, articles or things by means other than the standard weight, measure or number, or using non-standard weights, measures or numeration.

The Packaged Commodities Rules were framed under Sections 52(2)(j) and (q) of the Legal Metrology Act and lay down specific provisions applicable to packages intended for retail sale, wholesale and for export and import. A "pre–packaged commodity" means a commodity which without the purchaser being present is placed in a package of a pre-determined quantity. The Packaged Commodities Rules provide that it is illegal to manufacture, pack, sell, import, distribute, deliver, offer, expose or possess for sale any pre-packaged commodity unless the package is in such standard quantities or number and bears thereon such declarations and particulars as prescribed. Further, all pre-packaged commodities must conform to the declarations provided thereon as per the requirement of Section 18(1) of the Legal Metrology Act and no pre-packaged commodity shall be packed with error in net quantity beyond the limit prescribed in the first schedule of the Packaged Commodity Rules.

Factories Act, 1948 ("Factories Act")

The Factories Act pertains to the regulation of labour in factories. The term 'factory' is defined as any premises where 10 or more workers are working, or were working on any day in the preceding 12 months, and in any part of which a manufacturing process is ordinarily carried on with the aid of power, or where 20 more workers are working, or were working on any day in the preceding 12 months, and in any part of which a manufacturing process is ordinarily carried on without the aid of power. The state governments are empowered to make rules requiring the registration or licensing of factories or any class of factories. The Factories Act requires the occupier of the factory to ensure, as far as is reasonably practicable, the health, safety and welfare of all workers while they are at work in the factory. The occupier is required to ensure: (i) that the plants and systems of work at the factory are safe and without risks to health; (ii) safety and absence of risks to health in connection with the use, handling, storage and transport of articles and substances; (iii) the provision of such information, instruction, training and supervision as are necessary to ensure the health and safety of all workers at work, and; (iv) the maintenance of safe working conditions and working environment.

Bureau of Indian Standards Act, 2016 ("BIS Act") and the Footwear made from Leather and other materials (Quality Control) Order, 2020 ("Quality Control Order")

The BIS Act establishes the Bureau of Indian Standards as a national standards body to promote, monitor and manage the quality of goods, articles, processes, systems and services to protect the interests of consumers and various other stakeholders. The Bureau of Indian Standards has the power to establish and notify Indian Standards in relation to any goods, articles, processes, systems or services. Pursuant to the BIS Act, any person may apply for a certificate of conformity or grant of license to use a Standard Mark for goods, articles, processes, systems or services conforming to an Indian Standard.

The Quality Control Order was passed by the Central Government in exercise of its powers under the BIS Act. The Quality Control Order requires specified leather or footwear goods and articles to conform with the specified Indian Standard and bear the Standard Mark under license from the Bureau of Indian Standards. The Quality Control Order was notified on October 27, 2020, and will come into force with effect from July 1, 2022.

Shops and establishments legislations in various states

The provisions of local shops and establishments legislations applicable in the states in India where our establishments are set up require such establishments to be registered. The state shops and establishments legislations regulate the working and employment conditions of the workers employed in shops and establishments, including commercial establishments, and provide for fixation of working hours, rest intervals, overtime, holidays, leave, termination of service, maintenance of records, maintenance of shops and establishments and other rights and obligations of the employers and employees. These shops and establishments legislations, and the relevant rules framed thereunder, also prescribe penalties in the form of monetary fines or imprisonment for the violation of their provisions.

Environmental Laws

Environment (Protection) Act, 1986 ("EPA") and the Environment Protection Rules, 1986 ("EP Rules")

The EPA provides for the protection and improvement of the environment. The EPA empowers the Central Government to take all such measures as it deems necessary or expedient for the purpose of protecting and improving the quality of the environment and preventing, controlling and abating environmental pollution. The EPA prohibits any person carrying on any industry, operation or process from discharging, emitting or permitting to be discharged or emitted any environmental pollutant in excess of prescribed standards. Further, it requires persons handling hazardous substances to do so in accordance with such procedure, and in compliance with such safeguards, as may be prescribed.

The EP Rules prescribe the standards for emission or discharge of environmental pollutants from industries, operations or processes, for the purpose of protecting and improving the quality of the environment and preventing and abating environmental pollution.

Water (Prevention and Control of Pollution) Act, 1974 ("Water Act")

The Water Act provides for the prevention and control of water pollution and the maintaining or restoring of the wholesomeness of water, and envisions the establishment of a central pollution control board and state pollution control boards for this purpose. Any person establishing or taking steps to establish any industry, operation or process, or any treatment and disposal system or extension or addition thereto, which is likely to discharge sewage or trade effluent into a stream, well, sewer or on land is required to obtain the previous consent of the concerned state pollution control board.

Air (Prevention and Control of Pollution) Act, 1981 ("Air Act")

The Air Act provides for the prevention, control and abatement of air pollution. The Air Act requires any person establishing or operating any industrial plant in an air pollution control area to obtain previous consent from the concerned state pollution control board. Further, it prohibits any person operating any industrial plant in an air pollution control area from causing or permitting to be discharged the emission of any air pollutant in excess of prescribed standards.

Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 ("Hazardous Wastes Rules")

The Hazardous Wastes Rules pertain to the management, import, export, treatment, storage and disposal of hazardous and other wastes. The Hazardous Wastes Rules impose on occupiers the responsibility to manage hazardous and other wastes in a safe and environmentally sound manner. Authorisation must be obtained from the concerned state pollution control board by occupiers of any facility undertaking activities including the handling, generation, collection, storage, transport, use, transfer or disposal of hazardous and other wastes.

The Public Liability Insurance Act, 1991 ("PLI Act") and Public Liability Insurance Rules, 1991 ("PLI Rules")

The primary objective of the PLI Act is to provide for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling any hazardous substance and for matters connected therewith or incidental thereto. The PLI Act imposes a duty on the 'owner' to take out insurance policies before manufacturing, processing, treating, storing, packaging or transporting hazardous substances, for any damage arising out of an accident involving such hazardous substances. Hazardous substances have to be taken the meaning as provided under the Environment Protection Act and the list has been further enumerated by the government by way of a notification. The penalty for contravention of the provisions of the PLI Act include imprisonment or fine or both. Further the PLI Rules mandate that the 'owner' contributes towards the Environmental Relief Fund a sum equal to the premium paid on the insurance policies.

Labour related legislations

The employment of workers, depending on the nature of the activity, is currently regulated by a wide variety of generally applicable labour legislations, including the Industrial Disputes Act, 1947, the Contract Labour (Regulation and Abolition) Act, 1970, Industrial Employment (Standing Orders) Act, 1946, the Payment of Wages Act, 1936, the Minimum Wages Act, 1948, the Employees' State Insurance Act, 1948, the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, the Trade Unions Act, 1926, the Payment of Bonus Act, 1965, the Equal Remuneration Act, 1976, the Maternity Benefit Act, 1961, the Payment of Gratuity Act, 1972, the Child Labour (Protection Regulation) Act, 1986, the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 and the Apprentices Act, 1961.

In order to rationalise and reform labour laws in India, the Government has enacted the following codes:

- Code on Wages, 2019, which regulates, inter alia, the minimum wages payable to employees, the manner of payment and calculation of wages and the payment of bonus to employees. It subsumes four existing laws, namely the Payment of Wages Act, 1936, the Minimum Wages Act, 1948, the Payment of Bonus Act, 1965, and the Equal Remuneration Act, 1976.

- Industrial Relations Code, 2020, which consolidates and amends laws relating to trade unions, the conditions of employment in industrial establishments and undertakings, and the investigation and settlement of industrial disputes. It subsumes the Trade Unions Act, 1926, the Industrial Employment (Standing Orders) Act, 1946 and the Industrial Disputes Act, 1947.

- Code on Social Security, 2020, which amends and consolidates laws relating to social security. It governs the constitution and functioning of social security organisations such as the employees' provident fund and the employees' state insurance corporation, regulates the payment of gratuity, the provision of maternity benefits, and compensation in the event of accidents to employees, among others. It subsumes various legislations including the Employee's Compensation Act, 1923, the Employees' State Insurance Act, 1948, the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, the Maternity Benefit Act, 1961, and the Payment of Gratuity Act, 1972.

- Occupational Safety, Health and Working Conditions Code, 2020, amends and consolidates laws regarding the occupational safety, health and working conditions of persons employed in an establishment. It subsumes various legislations including the Factories Act, 1948, and the Contract Labour (Regulation and Abolition) Act, 1970.

Certain portions of the Code on Wages, 2019, have come into force upon notification by the Ministry of Labour and Employment. The remainder of these codes shall come into force on the day that the Government shall notify for this purpose.

Intellectual property laws

Trade Marks Act, 1999 ("Trade Marks Act")

The Trade Marks Act provides for the registration and better protection of trade marks for goods and services and for the prevention of the use of fraudulent marks. The registration of a trade mark under the Trade Marks Act confers on the proprietor the exclusive right to the use of the trade mark, and the right to obtain relief in respect of infringement of the trade mark. The registration of a trade mark shall be for a period of ten years, but may be renewed from time to time as prescribed under the Trade Marks Act. The Trade Marks Act also prescribes penalties for the falsification or false application of trade marks.

Designs Act, 2000 ("Designs Act")

The Designs Act offers protection to designs, defined as the features of shape, configuration, pattern, ornament or composition of lines or colours applied to any article whether in two dimensional or three dimensional or in both forms, by any industrial process or means. It enables the registration of any new or original design not previously published in any country and which is not contrary to public order or morality. A design may be registered in respect of any article of manufacture.

Laws related to taxation

Some of the tax legislations that may be applicable to the operations of our Company include:

- Central Goods and Services Tax Act, 2017, and various state-wise legislations made thereunder
- Integrated Goods and Services Tax Act, 2017
- Income Tax Act, 1961, as amended by the Finance Act in respective years
- Customs Act, 1961
- Indian Stamp Act, 1899, and various state-wise legislations made thereunder
- State-wise legislations in relation to professional tax

Other laws

In addition to the above, our Company is also required to comply with the provisions of the Companies Act and rules framed thereunder, foreign exchange and investment laws, foreign trade laws, and other applicable statutes promulgated by the relevant Central and State Governments.

HISTORY AND CERTAIN CORPORATE MATTERS

Brief history of our Company

Our Company was incorporated as 'Action Renewable Energy Private Limited' pursuant to a certificate of incorporation dated September 24, 2008, issued by the RoC. Thereafter, pursuant to a resolution passed by our Shareholders in the extraordinary general meeting held on November 27, 2015, the name of our Company was changed to 'Campus Activewear Private Limited', and consequently, a fresh certificate of incorporation dated December 2, 2015, was issued by the RoC to our Company. Our Company was converted from a private limited company to a public limited company, pursuant to a resolution passed by our Shareholders in the extraordinary general meeting held on November 9, 2021, and consequently the name of our Company was changed to 'Campus Activewear Limited', and a fresh certificate of incorporation dated November 22, 2021, was issued to our Company by the RoC.

Change in registered office of our Company

Our Company has not changed its registered office since its incorporation.

Main Objects of our Company

The main objects contained in the Memorandum of Association of our Company are as mentioned below:

1. *To carry on the business of manufacturers, processors, designer, buyers, sellers, exporters, importers, stockists, franchisee repairers, and dealer of all kinds of footwears, shoes, sandals, chapels, boots, clogs, laces, buckles, leggings, shoes polish, purses, bags, belts, uppers, sports goods and allied products, whether made of plastic or any man made fibre, leather, synthetic canvas, or of other material or substances, all kinds of fibrous material including high and low Density Polythelene, polepropoline, polymers, low and high density polyethylene vinyl resins, acrylic resin, laminating material, paraffin wax, plastic, resin, P.V.C., chemical and all kinds of articles and things made of plastic, rubber and allied materials and to manufacture, process, buy, sell, import, export or otherwise deal in all such relevant products, the raw materials, stores, packing material, by-products and allied commodities relevant to footwears and shoes*

1A. *To carry on the business of manufacturers, processors, designer, buyers, sellers, importers, exporters, dealers, franchisee, stockists, distributors, and suppliers of all kinds of readymade garments, coverings, coated fabrics, textiles, hosiery and silk or merchandise of every kind and description and other production goods, articles and things as are made from or with cotton, nylon, silk, polyester, acrylics, wool, jute and other such kinds of fiber by whatever name called or made under any process, whether natural or artificial and by mechanical or other means and all other such products of allied nature made thereof.*

2. *To purchase, sell, import, export, repair, manufacture or otherwise deal in all types of leather tanning machines, leather sewing and cutting, finishing machines, tools and implements.*

3. *To carry on the business of manufacturers of and dealers in boots, shoes, clogs and all kinds of footwear and leather and plastic goods, boots, laces, buckles, legging, boot polish and accessories and fittings.*

4. *To carry on the business of dealers, distributors agents, importers and exporters of boots, shoes and footwear of all kinds made of leather, rubber canvass, plastic or any other synthetic or natural products, waterproof, cloth or compounds, leather hides, skin, rexin, rubber, plastic for synthetic cloth, compounds or granules, last, boot., trees , buckles, legging gaiters, heals, laces, boot polishes, protectors, accessories and fittings used in or required for foot wears.*

5. *To take over the running business of manufacturing, assembly, marketing, distribution etc of footwear and associated products of Nikhil International, proprietorship of Mr. Hari Krishan Agarwal, with registered office at 42/42 West Punjab Bagh, New Delhi – 110026 (Delhi) and after takeover, all the assets and liabilities of the above business of Nikhil International shall be succeeded by the Company*

Amendments to our Memorandum of Association

Set out below are the amendments to our Memorandum of Association in the ten years preceding the date of this Draft Red Herring Prospectus:

Date of Shareholders' resolution	Nature of Amendment
November 17, 2015	Clause III(A) of our Memorandum of Association, containing our main objects, was inserted to replace the previous Clause III(A), in the following manner: 1. *To carry on the business of manufacturers, processors, designer, buyers, sellers, exporters, importers, stockists, franchisee repairers, and dealer of all kinds of footwears, shoes, sandals, chapels, boots, clogs, laces, buckles, leggings, shoes polish, purses, bags, belts, uppers, and allied products, whether made of plastic or any man made fibre, leather, synthetic canvas, or of other material or substances, all kinds of fibrous material including high and low Density Polythelene, polepropoline, polymers, low and high density polyethylene vinyl resins, acrylic resin, laminating material , paraffin wax, plastic, resin, P.V.C., chemical and all kinds of articles and things made of plastic, rubber and allied materials and to manufacture, process, buy, sell, import, export or otherwise deal in all such relevant products, the raw materials, stores, packing material, by-products and allied commodities relevant to footwears and shoes* 2. *To purchase, sell, import, export, repair, manufacture or otherwise deal in all types of leather tanning machines, leather sewing and cutting, finishing machines, tools and implements.* 3. *To carry on the business of manufacturers of and dealers in boots, shoes, clogs and all kinds of footwear and leather and plastic goods, boots, laces, buckles, legging, boot polish and accessories and fittings.* 4. *To carry on the business of dealers, distributors agents, importers and exporters of boots, shoes and footwear of all kinds made of leather, rubber canvass, plastic or any other synthetic or natural products, waterproof, cloth or compounds, leather hides, skin, rexin, rubber, plastic for synthetic cloth, compounds or granules, last, boot., trees , buckles, legging gaiters, heals, laces, boot polishes, protectors, accessories and fittings used in or required for foot wears.*
	Clause III(B) of our Memorandum of Association, containing matters in furtherance of the main objects of our Company, was inserted to replace the previous Clause III(B), to reflect the new objects inserted in Clause III(A).
November 27, 2015	Clause I of our Memorandum of Association was amended to reflect the change in name of our Company to 'Campus Activewear Private Limited'.
March 16, 2017	Clause III(B) of our Memorandum of Association, containing matters necessary for the furtherance of the main objects of our Company, was inserted to replace the erstwhile Clauses III(B) and III(C), pursuant to the introduction of the Companies Act, 2013.
March 22, 2017	Clause III(A) of our Memorandum of Association, containing the main objects of our Company, was amended to insert the following sub-clause: *5. To take over the running business of manufacturing, assembly, marketing, distribution etc of footwear and associated products of Nikhil International, proprietorship of Mr. Hari Krishan Agarwal, with registered office at 42/42 West Punjabi Bagh, New Delhi – 110026 (Delhi) and after takeover, all the assets and liabilities of the above business of Nikhil International shall be succeeded by the Company.*
March 30, 2017	Clause V of our Memorandum of Association was amended to reflect the increase in the authorised share capital of our Company from ₹ 5,000,000 divided into 500,000 equity shares of ₹ 10 each, to ₹ 1,535,000,000 divided into 500,000 equity shares of ₹ 10 each and 153,000,000 preference shares of ₹ 10 each.
September 27, 2019	Clause V of our Memorandum of Association was amended to reflect the increase in the authorised share capital of our Company from ₹ 1,535,000,000 divided into 500,000 equity shares of ₹ 10 each and 153,000,000 0.0001% redeemable preference shares of ₹ 10 each, to ₹ 4,535,000,000 divided into 300,500,000 equity shares of ₹ 10 each and 153,000,000 0.0001% redeemable preference shares of ₹ 10 each.
February 7, 2020	Clause III(B) of our Memorandum of Association was amended to include the following sub-clause: *37. To borrow or raise money, or to receive money on deposit or loan at interest or otherwise in such manner as the Company may think fit.*
February 9, 2021	Clause V of our Memorandum of Association was amended to reflect the reclassification of the authorised share capital of our Company from ₹ 4,535,000,000 divided into 300,500,000 equity

Date of Shareholders' resolution	Nature of Amendment
	shares of ₹ 10 each and 153,000,000 redeemable preference shares of ₹ 10 each, to ₹ 4,535,000,000 divided into 453,500,000 equity shares of ₹ 10 each.
	Clause III(A) of our Memorandum of Association was amended to insert the phrase 'sports goods' into the existing sub-clause 1, such that clause 1 reads as follows: *1. To carry on the business of manufacturers, processors, designer, buyers, sellers, exporters, importers, stockists, franchisee repairers, and dealer of all kinds of footwears, shoes, sandals, chapels, boots, clogs, laces, buckles, leggings, shoes polish, purses, bags, belts, uppers, sports goods and allied products, whether made of plastic or any man made fibre, leather, synthetic canvas, or of other material or substances, all kinds of fibrous material including high and low Density Polythelene, polepropoline, polymers, low and high density polyethylene vinyl resins, acrylic resin, laminating material, paraffin wax, plastic, resin, P.V.C., chemical and all kinds of articles and things made of plastic, rubber and allied materials and to manufacture, process, buy, sell, import, export or otherwise deal in all such relevant products, the raw materials, stores, packing material, by-products and allied commodities relevant to footwears and shoes*
	Clause III(A) of our Memorandum of Association was amended to insert the following sub-clause as a main object of our Company: *1A. To carry on the business of manufacturers, processors, designer, buyers, sellers, importers, exporters, dealers, franchisee, stockists, distributors, and suppliers of all kinds of readymade garments, coverings, coated fabrics, textiles, hosiery and silk or merchandise of every kind and description and other production goods, articles and things as are made from or with cotton, nylon, silk, polyester, acrylics, wool, jute and other such kinds of fiber by whatever name called or made under any process, whether natural or artificial and by mechanical or other means and all other such products of allied nature made thereof.*
November 9, 2021	Clause I of our Memorandum of Association was amended to reflect the change in name of our Company from 'Campus Activewear Private Limited' to 'Campus Activewear Limited', pursuant to the conversion of our Company from a private limited company to a public limited company.
	Clause V of our Memorandum of Association was substituted with the following, pursuant to the sub-division of equity shares: *V. The Authorised Share Capital of the Company is Rs. 435,50,00,000/- divided into 90,70,00,000equity shares of Rs. 5/- each.*

Major events and milestones of our Company

The table below sets forth the key events in the history of our Company and our business:

Fiscal Year	Particulars
2006	Introduced the 'CAMPUS' brand
2012	Revenue of Nikhil International crossed ₹ 1,000 million
2017	Acquisition of the business of Nikhil International pursuant to a business succession agreement dated March 22, 2017
	Investment in M/s Ankit International pursuant to a deed of admission dated March 25, 2017
2018	Achieved total income of over ₹ 5,000 million
	Investment by TPG Growth III SF Pte. Ltd. and QRG Enterprises Limited in our Company through the purchase and subscription of equity shares of our Company
2020	Commissioned our uppers manufacturing facility in Haridwar, as part of the backward integration of our manufacturing process
	Launched ₹ 3,000+ MRP shoes
	Conversion of M/s Ankit International into Campus AI Private Limited, our wholly-owned Subsidiary
2021	Commissioned our soles manufacturing facility in Ganaur, to further the backward integration of our manufacturing process
2022	Number of exclusive brand outlets set up by our Company crossed 50

Awards, accreditations or recognitions

The following are the key awards, accreditations and recognitions received by our Company:

Calendar Year	Particulars
2018	Emerging Brand Award at the Brand Excellence Awards
2019	ISO 9001:2015 for quality management system in conformance with the International Quality System Standard for our manufacturing units at Baddi, Dehradun, Haridwar, Ganaur and New Delhi

Launch of key products or services, entry or exit in new geographies

For details of launch of key products or services and entry in new geographies or exit from existing markets, see "*Our Business*" on page 152.

Financial or strategic partners

Our Company does not have any financial or strategic partners as on the date of filing this Draft Red Herring Prospectus.

Time or cost overruns

There have been no time or cost overruns pertaining in the setting up of projects by our Company since incorporation.

Defaults or rescheduling/restructuring of borrowings with financial institutions/banks

Our Company has not defaulted on repayment of any loan availed from any banks or financial institutions. The tenure of repayment of any loan availed by our Company from banks or financial institutions has not been rescheduled, nor have any of our borrowings from banks or financial institutions been restructured.

Revaluation of assets

Except as stated below, our Company has not revalued its assets in the 10 years preceding the date of this Draft Red Herring Prospectus:

Pursuant to the business succession agreement dated March 22, 2017, entered into with Hari Krishan Agarwal, in his capacity as the sole proprietor of Nikhil International (**"Business Succession Agreement"**) in relation to transfer of business of Nikhil International, the assets acquired pursuant to the business transfer were revalued in Fiscal 2017. Subsequently, at the time of first time adoption of IND AS in Fiscal 2018, the effect of the above revaluation was reversed and the fixed assets which had been revalued earlier were stated at their written down value with effect from April 1, 2017.

Our holding company

As on the date of this Draft Red Herring Prospectus, our Company does not have a holding company.

Our Subsidiary

As on the date of this Draft Red Herring Prospectus, our Company has one Subsidiary:

1. Campus AI Private Limited ("CAIPL")

CAIPL was incorporated as a private limited company on February 7, 2020, under the Companies Act, 2013, with the Registrar of Companies, Central Registration Centre at Manesar, pursuant to its conversion from a partnership firm, M/s Ankit International, to a private limited company, and bears the corporate identification number U19129DL2020PTC361605. Its registered and corporate office is situated at J-17, Udyog Nagar, New Delhi, North Delhi, Delhi 110041, India.

CAIPL is currently engaged in the business of manufacturing footwear.

The authorised share capital of CAIPL is ₹ 2,000,000 divided into 200,000 equity shares of ₹ 10 each. The issued, subscribed and paid-up equity share capital of CAIPL is ₹ 1,985,830 divided into 198,583 equity shares of ₹ 10 each.

The shareholding pattern of CAIPL as on the date of this Draft Red Herring Prospectus is as follows:

Name of the shareholder	Number of equity shares	Percentage of the issued and paid-up share capital (%)
Campus Activewear Limited	198,583*	100
Total	**198,583**	**100**

** Of which 3,665 shares held by Dimple Mirchandani, 1 share held by Hari Krishan Agarwal, 1 share held by Nikhil Aggarwal, 1 share held by Vinod Aggarwal, 1 share held by Prerna Aggarwal and 1 share held by Raman Chawla, each as nominees of our Company.*

Our Company has filed a scheme of arrangement before the NCLT, New Delhi, for the amalgamation of CAIPL with our Company. For further details, see *"– Mergers or amalgamations"* on page 201.

There are no accumulated profits or losses of CAIPL not accounted for by our Company.

Business interests in our Company

Other than as mentioned in this section, and in "*Other Financial Information – Related Party Transactions*" and "*Our Business*" on pages 305 and 152, respectively, our Subsidiary has no business interests in our Company.

Our associates

As on the date of this Draft Red Herring Prospectus, our Company has no associates.

Our joint ventures

As on the date of this Draft Red Herring Prospectus, our Company has no joint ventures.

Common pursuits

Our Subsidiary, Campus AI Private Limited, is engaged in business similar to the business of our Company. As our Subsidiary is a wholly-owned subsidiary of our Company, there are no conflicts of interest on account of such common pursuits. Further, our Company has filed a scheme of arrangement before the NCLT, New Delhi, for the amalgamation of our Subsidiary with our Company. For further details about the scheme of arrangement, see *"– Mergers or amalgamations"* on page 201. For further details of related party transactions and their significance on the financial performance of our Company, see *"Financial Statements"* on page 234.

Confirmations

Our Subsidiary is not listed on any stock exchange in India or abroad. Further, the securities of our Subsidiary have not been refused listing by any stock exchange in India or abroad, nor has our Subsidiary failed to meet the listing requirements of any stock exchange in India or abroad, to the extent applicable.

Details regarding acquisition or divestment of business or undertakings

Except as disclosed below, there have been no material acquisitions or divestments of business or undertakings by our Company in the last 10 years:

Transfer of business of Nikhil International

Our Company entered into a business succession agreement dated March 22, 2017 with Hari Krishan Agarwal, in his capacity as the sole proprietor of Nikhil International (**"Business Succession Agreement"**). Pursuant to the Business Succession Agreement, the business of manufacture and distribution of shoes by Nikhil International, a sole proprietorship firm, including its assets, liabilities, data and records, contracts, employees, insurance policies, goodwill, business leasehold property, government authorisations, and current assets, was transferred as a going concern to our Company through a slump sale for a lump sum consideration of ₹ 1,530,000,000 with effect from March 31, 2017. Pursuant to the Business Succession Agreement, the properties leased from the respective authorities and located at: (i) Plot bearing numbers C-9, Industrial Area, Selaqui, Dehradun, Uttarakhand; (ii) Plot bearing number C-10, Industrial Area, Selaqui, Dehradun, Uttarakhand; and (iii) Plot bearing number 61, HIMUDA, Bhatoli-Kalan, Baddi, Distt. Solan (Himachal Pradesh), were transferred to our Company.

Transfer of business of Kabeer Textiles Private Limited

Our Company entered into a business transfer agreement dated March 25, 2017 with Kabeer Textiles Private Limited (**"Business Transfer Agreement"**). Pursuant to the Business Transfer Agreement, the business of manufacture and distribution of shoes by Kabeer Textiles Private Limited, including its assets, liabilities, data and records, contracts, employees, insurance policies, goodwill, government authorisations, and current assets, was transferred as a going concern to our Company through a slump sale for a lump sum consideration of ₹ 100,000 with effect from March 31, 2017.

Acquisition of our manufacturing facility at Haridwar

Our Company entered into an agreement to sell dated May 26, 2017, with Anil Kumar Aggarwal, sole proprietor of Nikhil Udyog pursuant to which our Company acquired rights over the industrial land at Plot No. 39-40, Sector 8A, I.I.E.BHEL, Haridwar, along with the constructed building, plant and machinery situated on the land, for a total consideration of ₹ 46.10 million.

Investment in M/s Ankit International

Our Company entered into a deed of admission dated March 25, 2017 (**"Deed of Admission"**), with Hari Krishan Agarwal and Nikhil Aggarwal, partners in the firm M/s Ankit International, a partnership firm carrying on the business of manufacturing and trading of footwear. Pursuant to the Deed of Admission, our Company invested a sum of ₹ 200.00 million and was admitted as a partner in M/s Ankit International. Further, 99.00% of the net annual profit/loss of M/s Ankit International was apportioned to our Company. M/s Ankit International was converted into a private limited company, Campus AI Private Limited, pursuant to a certificate of incorporation dated February 7, 2020, issued by the Registrar of Companies, Delhi & Haryana at Manesar. M/s Ankit International held leasehold rights to the land situated at Plot No. 62, Industrial Area, Baddi Bhatoli-Khalan District-Solan, Himachal Pradesh, and Plot No. 63, Industrial Area, Baddi Bhatoli-Kalan District-Solan, Himachal Pradesh. For further details, see *"– Our Subsidiary"* on page 200.

Mergers or amalgamations

Except as disclosed below, our Company has not been party to any merger or amalgamation in the 10 years preceding the date of this Draft Red Herring Prospectus:

Our Company has filed a scheme of arrangement (**"Scheme"**) under sections 230 and 232, read with section 66 and other applicable provisions, of the Companies Act, 2013, before the NCLT, New Delhi. Pursuant to the Scheme, Campus AI Private Limited (**"CAIPL"**), our wholly-owned Subsidiary, is proposed to be amalgamated with our Company. The Scheme was approved by our Board on November 11, 2020. The rationale for the proposed Scheme is to realise the benefits of greater business synergies and reduced administrative and other costs, since CAIPL and our Company are engaged in similar business services. The appointed date for the Scheme is April 1, 2020, or such other date as may be approved by the NCLT, New Delhi. The appointed date is the date with effect from which the Scheme shall be deemed to have become operative and the entire business and undertaking of CAIPL, together with its assets, rights, benefits, interests, licenses, contracts, investments, intellectual property, liabilities, transferred employees, funds and obligations, is proposed to stand transferred to and vested in our Company. Since CAIPL is a wholly-owned subsidiary of our Company, no new shares will be issued pursuant to the Scheme. The Scheme is pending approval by the NCLT, New Delhi, and is subject to the receipt of requisite approvals.

Shareholders' agreements

Details of subsisting shareholder's agreements among our shareholders *vis-a-vis* our Company, which our Company is aware of, as on the date of this Draft Red Herring Prospectus, are provided below:

Share subscription and purchase agreement dated August 30, 2017, executed between TPG Growth III SF Pte. Ltd. (the "TPG Investor"), QRG Enterprises Limited (the "QRG Investor", and together with the TPG Investor, the "Investors"), Rajiv Goel, Rajesh Kumar Gupta (collectively, the "Additional Investors"), our Company and our Promoters (all collectively, the "Parties")

Our Company entered into a share subscription and purchase agreement dated August 30, 2017 with the TPG Investor, the QRG Investor, the Additional Investors and our Promoters (the **"SSPA"**) to raise capital for the purpose of expanding our business. Pursuant to the SSPA, our Company offered for subscription 15,958 equity shares of face value ₹ 10 to the TPG Investor, constituting 16.40% of the equity share capital of our Company on a fully diluted basis, and 1,373 equity shares of face value ₹ 10 to the QRG Investor, constituting 1.41% of the equity share capital of our Company on a fully diluted basis, for an aggregate subscription price of ₹ 2,920.27 million. In addition, Nikhil Aggarwal, the Promoter of our Company, offered for sale 2,440 equity shares, 60 equity shares and 119 equity shares to the QRG Investor, Rajiv Goel and Rajesh Kumar Gupta respectively, constituting 2.51%, 0.06% and 0.12% respectively of the equity share capital of our Company on a fully diluted basis, for an aggregate purchase price of ₹ 441.00 million.

Shareholders' agreement dated August 30, 2017, executed between TPG Growth III SF Pte. Ltd. (the "TPG Investor"), QRG Enterprises Limited (the "QRG Investor", and together with the TPG Investor, the "Investors"), Rajiv Goel, Rajesh Kumar Gupta (together with Rajiv Goel, the "Additional Investors"), our Company and our Promoters (all collectively, the "Parties"), as amended by the amendment agreement dated December 10, 2021, entered into amongst the Parties (the "Amendment Agreement") and the deed of adherence dated November 18, 2021, entered into between the Parties, Salisbury Investments Private Limited, Chaitanya Vaidya and Kumud Vaidya (the "New Shareholders", and such deed of adherence, the "Deed of Adherence")

Our Company, the TPG Investor, the QRG Investor, the Additional Investors and our Promoters have entered into a shareholders' agreement dated August 30, 2017, (the **"SHA"**) to govern the management, conduct of affairs, rights of shareholders, and related matters pertaining to our Company and the other Parties' *inter-se* relationship and matters thereto.

Pursuant to the SHA, the Investors were entitled to nominate such number of Directors as is proportionate to their percentage shareholding in our Company on a fully diluted basis, with a minimum of two Directors, provided that their shareholding does not fall below 5% of the equity share capital of our Company on a fully diluted basis (**"Governance Rights Threshold"**). In addition, our Promoters are entitled to nominate up to four Directors, and jointly with the TPG Investor, shall nominate one independent director. Further, pursuant to the SHA, prior approval of at least one TPG Investor Director was required in respect of matters including, but not limited to, changes to the charter documents of our Company, any change in the authorized, issued, subscribed or paid up equity or preference share capital of the Company, or reorganization of the share capital of the Company, including amending or changing, directly or indirectly, the rights associated therewith, issuance of any new securities including the Equity Securities, any redemption, buy-back, capital reduction, consolidation, or any other change in the capital structure, the initial public offer of our Company's shares (other than qualified initial public offer), and the appointment or removal of independent directors to our Board or any appointment, dismissal or termination of the chief executive officer, chief financial officer, chief operating officer or any other functional or operation head of the Company where such functional or operational head is drawing remuneration more than ₹ 2.00 million per annum (all such matters collectively, **"Affirmative Vote Matters"**), provided that the shareholding of the Investors was equal to, or above, the Governance Rights Threshold.

In respect of transferability of securities held by the parties to the SHA, the Investors, and each Promoter and their respective affiliates, have the right to freely transfer the securities held by them, subject to certain conditions outlined in the SHA. In the event of the transfer of the equity shares by any other Shareholder and/or their affiliate, the TPG Investor is entitled to exercise its right of first refusal, or exercise a tag along right in respect of the securities held by the Investors. The QRG Investor may similarly exercise its right of first refusal if the TPG Investor exercises its right of first refusal, but not if the TPG Investor exercises its tag along right or if the TPG Investor does not exercise its first refusal right or rejects the offer to purchase the TPG offered securities. Further, the QRG Investor is entitled to exercise its tag along right with respect to the sale of the securities held by the TPG Investor. The QRG Investor may freely transfer the securities held by it with the prior written consent of the TPG Investor and subject to the TPG Investor's exercise of its right of first refusal. The Investors are also entitled to exercise a put option, in accordance with the conditions outlined in the SHA. In furtherance of the exercise of the put option by the Investors, the TPG Investor is entitled to exercise a right to call upon all the other shareholders to transfer such number of securities held by them simultaneously with all the Investor securities such that the aggregate number of securities being transferred by the TPG Investor and the drag transferors would result in a potential transferee acquiring both: (a) securities constituting not less than 51% of the equity share capital (on a fully diluted basis); and (b) the right to appoint a majority of directors to the board (such right of the TPG Investor, the "**Control Drag Along Right**"). Our Promoters may exercise a right of first offer in respect of the within 15 days of the TPG Investor notifying the Promoters of its intention to exercise the Control Drag Along Right in accordance with the SHA. Pursuant to the SHA, the Additional Investors shall have all the obligations of the QRG Investor, and certain specified rights available to the QRG Investor, including pre-emptive rights and exit rights in the event of a qualified initial public offer.

The Investors were also entitled to exercise pre-emptive rights in respect of the issuance of equity shares by our Company, anti-dilution rights in the event that our Company issues equity shares to a third party at a price per share lower than the price per share paid by the Investors, and exit rights in the event of a qualified initial public offer. Upon the successful competition of a qualified initial public offer, the Investors will retain those rights pertaining to the nomination of Directors and appointment of observer to the Board. Further, the Investor directors shall have a right to information and reports as available to a director under applicable laws. Where such qualified initial public offer necessitates the alteration of the class of any of the Equity Shares, or the rights attached thereto, or the rights available to the Investors under the SHA and the SSPA, and such qualified initial public offer has not been completed within 18 months of the date of approval of the draft red herring prospectus by SEBI, our Company and Promoters are required to undertake all necessary actions as may be required to ensure the reinstatement of all such rights immediately.

Pursuant to the Deed of Adherence, the New Shareholders undertook to be bound by the terms of the SHA, to the extent specified in the Deed of Adherence, pursuant to the proposed transfer by Hari Krishan Agarwal of 507,200 Equity Shares to Salisbury Investments Private Limited, 126,800 Equity Shares to Chaitanya Vaidya and 126,800 Equity Shares to Kumud Vaidya. Subsequently, Hari Krishan Agarwal transferred 507,200 shares to Salisbury Investments Private Limited and 126,800 shares to Kumud Vaidya.

The Parties entered into the Amendment Agreement, pursuant to which the SHA will terminate upon the listing and trading of the Equity Shares on the Stock Exchanges, pursuant to the Offer. For the purposes of the Offer, the Parties have waived their respective rights in relation to, amongst others, the nomination of directors to the Board, and the first refusal rights and tag along rights with respect to the Equity Shares proposed to be transferred by the Promoters as part of the Offer. Further, the Parties have agreed to suspend, amongst others, with effect from the date of filing the Red Herring Prospectus with the Registrar of Companies, their rights in relation to the appointment of observers to the Board by the Investors and the receipt of information and reports by the Investors until the earlier of (i) the date of listing of the Equity Shares on the Stock Exchanges pursuant to the completion of the Offer, or (ii) the date of failure of the listing of the Equity Shares on the Stock Exchanges pursuant to the Red Herring Prospectus, or (iii) the date on which the Company and the Selling Shareholders jointly decide not to undertake the Offer.

Accordingly, following the listing of the Equity Shares on the Stock Exchanges pursuant to the completion of the Offer, there shall be no special rights available to any of the Shareholders.

Agreements with Key Managerial Personnel, Director, Promoter or any other employee

Neither our Promoters, nor any of the Key Managerial Personnel, Directors or employees of our Company have entered into an agreement, 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 the dealings of the securities of our Company.

Guarantees given by our Promoter Selling Shareholders

As on the date of this Draft Red Herring Prospectus, the Promoter Selling Shareholders have not given any guarantees to third parties.

Other agreements

Except as disclosed in this Draft Red Herring Prospectus and as set out below, our Company has not entered into any other subsisting material agreement, including with strategic partners, joint venture partners and/or financial partners, other than in the ordinary course of business:

Acquisition of land situated in Ganaur

Our Company entered into a sale deed dated October 27, 2017, with Omwati, Praveen, Pramod, Balwan Singh, Kaptan Singh and Shamsher Singh, pursuant to which the land at Khewat No. 76, Khata No. 83 and Kila Numbers 68/1, 2, 3, 8, 9, 10/1 situated in village Panchigujran, Tehsil Ganaur, District Sonipat, was sold to our Company for a total consideration of ₹ 71.46 million. Our manufacturing facility at Ganaur, set up in Fiscal 2021, has been built on this land.

OUR MANAGEMENT

Board of Directors

The Articles of Association require that our Board shall consist of not less than three Directors and not more than 15 Directors. As on the date of filing this Draft Red Herring Prospectus, we have 8 Directors on our Board, of whom 4 are Independent Directors, including one woman Director. Our Company is in compliance with the corporate governance norms prescribed under the SEBI Listing Regulations and the Companies Act, 2013, in relation to the composition of our Board and constitution of committees thereof.

The following table sets forth the details of our Board as on the date of this Draft Red Herring Prospectus:

Name, designation, date of birth, address, occupation, current term, date of appointment and DIN	Age (years)	Other directorships
Hari Krishan Agarwal *Designation*: Chairman and Managing Director *Date of birth*: April 5, 1956 *Address*: House No-42, Road No-42, West Punjabi Bagh, Punjabi Bagh, West Delhi, Delhi – 110026 *Occupation*: Business *Current term*: Until December 1, 2024, and not liable to retire by rotation *Period of directorship*: Since March 1, 2017 *DIN*: 00172467	65	*Indian Companies:* 1. Campus AI Private Limited 2. HKV Services Private Limited 3. HNA Services Private Limited *Foreign Companies:* Nil.
Nikhil Aggarwal *Designation*: Whole-Time Director and CEO *Date of birth*: July 22, 1985 *Address*: House No-42, Road No-42, Punjabi Bagh, West Delhi, Delhi 110026 *Occupation*: Business *Current term*: Until December 1, 2024, and liable to retire by rotation *Period of directorship*: Since September 24, 2008 *DIN*: 01877186	36	*Indian Companies:* 1. Campus AI Private Limited 2. Action Drilling Private Limited *Foreign Companies:* Nil.

Name, designation, date of birth, address, occupation, current term, date of appointment and DIN	Age (years)	Other directorships
Anil Rai Gupta *Designation*: Non-Independent Non-Executive Director *Date of birth*: April 20, 1969 *Address*: QRG Niwas, 1 Raj Narain Marg, Civil Lines, North Delhi, Delhi – 110054 *Occupation*: Business *Current term*: Liable to retire by rotation *Period of directorship*: Since September 4, 2017 *DIN*: 00011892	52	*Indian Companies:* 1. Havells India Limited 2. QRG Enterprises Limited 3. QRG Investments and Holdings Limited 4. International Foundation for Research and Education *Foreign Companies:* 1. Havells Holdings Limited
Ankur Nand Thadani *Designation*: Non-Independent Non-Executive Director *Date of birth*: April 1, 1984 *Address*: 1101 Floor 11 Monte Carlo, Opp P and T Colony Madan Mohan Malviya Road, Mulund West, Mumbai, Mumbai Suburban, Maharashtra – 400080 *Occupation*: Professional *Current term*: Liable to retire by rotation *Period of directorship*: Since September 24, 2021 *DIN*: 03566737	37	*Indian Companies:* 1. Solara Active Pharma Sciences Limited 2. Steriscience Specialities Private Limited 3. Fourth Partner Energy Private Limited 4. API Holdings Private Limited 5. Stelis Biopharma Limited 6. Rhea Healthcare Private Limited 7. Nova Medical Centers Private Limited 8. Quality Care India Limited *Foreign Companies:* Nil.
Anil Kumar Chanana *Designation*: Independent Director *Date of birth*: April 15, 1958 *Address*: Pent House-1, Tower-J, Central Park-1, Sector-42, Galleria DLF-IV, Gurgaon, Haryana – 122009 *Occupation*: Professional *Current term*: Until August 31, 2026 *Period of directorship*: Since September 24, 2021 *DIN*: 00466197	63	*Indian Companies:* 1. Servacio Consulting Private Limited 2. Medi Assist Healthcare Services Limited 3. DFM Foods Limited 4. RA Chem Pharma Limited 5. ZCL Chemicals Limited *Foreign Companies:* Nil.
Madhumita Ganguli *Designation*: Independent Director *Date of birth*: September 22, 1956 *Address*: R-302, Greater Kailash Part-1, Greater Kailash, South Delhi, Delhi – 110048	65	*Indian Companies:* 1. C L Educate Limited 2. Indraprastha Medical Corporation Limited 3. Transunion Cibil Limited 4. HDFC Capital Advisors Limited 5. HDFC Credila Financial Services Limited

Name, designation, date of birth, address, occupation, current term, date of appointment and DIN	Age (years)	Other directorships
Occupation: Service *Current term*: Until August 31, 2026 *Period of directorship*: Since September 24, 2021 *DIN*: 00676830		*Foreign Companies:* Nil.
Nitin Savara *Designation*: Independent Director *Date of birth*: February 19, 1979 *Address*: E 116, Saket, Delhi, 110017 *Occupation*: Professional *Current term*: Until October 31, 2026 *Period of directorship*: Since November 17, 2021 *DIN*: 09398370	42	*Indian Companies:* 1. Campus AI Private Limited *Foreign Companies:* Nil.
Jai Kumar Garg *Designation*: Independent Director *Date of birth*: January 10, 1960 *Address*: A22 Flat no. D-3, near Kailash Colony metro station, Kailash Colony, Greater Kailash, South Delhi, Delhi, 110048 *Occupation*: Retired bank executive *Current term*: Until December 1, 2026 *Period of directorship*: Since December 18, 2021 *DIN*: 07434619	61	*Indian Companies:* 1. NKC Projects Private Limited *Foreign Companies:* Nil.

Brief profiles of our Directors

Hari Krishan Agarwal is the Chairman and Managing Director of our Company. He has not completed his formal education. He has over 37 years of experience in the footwear industry in India.

Nikhil Aggarwal is a Whole-Time Director and the CEO of our Company. He holds a bachelor of science in industrial engineering from Purdue University. He received semester honors and citation on the dean’s list for outstanding scholarship performance for the spring semester 2004 at Purdue University. Further, he attended the Summer School Programme at the London School of Economics in 2007. He has completed the TPG-INSEAD C-Suite Workshop and the Leading The Effective Sales Force INSEAD Executive Education programmes held at INSEAD, Singapore. He has approximately 14 years of experience in the footwear manufacturing and trading sector.

Anil Rai Gupta is a Non-Independent Non-Executive Director on the Board of our Company. He holds a master of business administration from the Babcock Graduate School of Management, Wake Forest University. He has approximately 29 years of experience in the consumer electrical goods sector.

Ankur Nand Thadani is a Non-Independent Non-Executive Director on the Board of our Company. He holds a bachelor's degree in electronics and telecommunication engineering from the University of Mumbai, Maharashtra. He is also associated with TPG Capital India Private Limited.

Anil Kumar Chanana is an Independent Director on the Board of our Company. He holds a bachelor's degree in commerce (honours course) from the University of Delhi and has completed the financial management program at the Graduate School of Business, Stanford University. He is an associate member of the Institute of Chartered Accountants of India. He has approximately 38 years of experience in handling finance functions, including in the information technology sector, and in providing consultancy services. He has previously served as the chief financial officer of HCL Technologies Limited, and has previously been associated with CMC Limited and Ansaldo Impianti SpA.

Madhumita Ganguli is an Independent Director on the Board of our Company. She holds a bachelor of science and a bachelor of laws from the University of Delhi. She has approximately over 40 years of experience in the financial services sector. She serves as a member of the executive management of Housing Development and Finance Corporation Limited.

Nitin Savara is an Independent Director on the Board of our Company. He is an associate member of the Institute of Chartered Accountants of India. He holds a bachelor of laws from Chaudhary Charan Singh University, Meerut, and a bachelor of commerce (honours course) from the University of Delhi. He has approximately 18 years of experience in accountancy and advisory services. He has previously been a partner at Ernst & Young LLP and BMR Advisors LLP. He is the deputy chief financial officer of Zomato Limited.

Jai Kumar Garg is an Independent Director on the Board of our Company. He holds a bachelor of commerce from Kurukshetra University. He is an associate member of the Institute of Chartered Accountants of India, a certified associate of the Indian Institute of Bankers and an honorary fellow of the Indian Institute of Banking and Finance. He has previously served as the executive director of UCO Bank and the managing director and chief executive officer of Corporation Bank, and has handled functions including overseeing banking operations, credit management, finance and risk management.

Details of directorship in companies suspended or delisted

None of our Directors is or was a director of any listed company, whose shares have been or were suspended from being traded on any stock exchanges, in the last five years prior to the date of this Draft Red Herring Prospectus, during the term of their directorship in such company.

Further, except as disclosed below, none of our Directors is, or was, a director of any listed company, which has been or was delisted from any stock exchange during the term of their directorship in such company:

S. No.	Name of the company	Name of the stock exchange (s) on which the company was listed	Date of delisting on stock exchange	Whether the delisting was compulsory or voluntary delisting	Reasons for delisting	Whether the company has been relisted	Date of relisting, in the event the company is relisting	Name of the stock exchange(s) on which the company was relisted	Term of directorship in the company
Anil Rai Gupta									
1.	Havells India Limited	Delhi Stock Exchange	October 23, 2003	Voluntary	Voluntary delisting from inactive stock exchanges	No	NA	NA	Director since September 30, 1992
		Jaipur Stock Exchange	June 23, 2000	Voluntary	Voluntary delisting from inactive stock exchanges	No	NA	NA	
		Ahmedabad Stock Exchange	May 2009	Voluntary	Voluntary delisting from inactive	No	NA	NA	

					stock exchanges				

Relationships between our Directors and Key Managerial Personnel

Except for Hari Krishan Agarwal and Nikhil Aggarwal, being father and son, respectively, none of our Directors are relatives (as defined in the Companies Act, 2013) of each other or of any of our Key Managerial Personnel.

Arrangement or understanding with major Shareholders, customers, suppliers or others

None of our Directors have been appointed on our Board pursuant to any arrangement with our major shareholders, customers, suppliers or others.

Service contracts with Directors

Our Company has not entered into any service contracts with our Directors which provide for benefits upon the termination of their employment.

Borrowing Powers

In accordance with our Articles of Association and the applicable provisions of the Companies Act, and pursuant to a resolution of our Shareholders dated December 10, 2021, our Board is authorised to borrow any sum or sums of money, notwithstanding that the monies to be borrowed together with the monies already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) at any time shall not exceed ₹ 5,000 million.

Terms of appointment of our Directors

a) **Terms of employment of our Executive Directors**

Hari Krishan Agarwal, Chairman and Managing Director

Hari Krishan Agarwal was appointed as the Chairman and Managing Director of our Company pursuant to the resolutions passed by our Board and our Shareholders on December 10, 2021, for a period from December 10, 2021, until December 1, 2024. Pursuant to the resolution passed by our Board on December 10, 2021, the resolution of our shareholders approved in their general meeting held on December 10, 2021, and the agreement dated December 13, 2021, entered into between our Company and Hari Krishan Agarwal, the remuneration that Hari Krishan Agarwal is entitled to is as set out below:

- Salary of ₹ 50.00 million per annum;
- Contributions to the provident fund, family benefit fund, superannuation fund and gratuity as per the rules of the Company;
- Commission of 1.00%, based on profit before tax; and
- Such other allowances, perquisites, amenities, facilities and benefits as applicable to the chairman and managing director, as per the rules of the Company and as may be approved by the Board of Directors.

Nikhil Aggarwal, Whole-Time Director and CEO

Nikhil Aggarwal was appointed as the CEO of our Company on August 29, 2017, and the Whole-Time Director of our Company pursuant to the resolutions passed by our Board and our Shareholders on December 10, 2021, for a period from December 10, 2021, until December 1, 2024. Pursuant to the resolution passed by our Board on December 10, 2021, the resolution of our shareholders approved in their general meeting held on December 10, 2021, and the agreement dated December 13, 2021, entered into between our Company and Nikhil Aggarwal, the remuneration that Nikhil Aggarwal is entitled to is as set out below:

- Salary of ₹ 20.00 million per annum;
- Contributions to the provident fund, family benefit fund, superannuation fund and gratuity as per the rules of the Company;

- Commission of 0.75%, based on profit before tax; and
- Such other allowances, perquisites, amenities, facilities and benefits as applicable to the whole time director and chief executive officer, as per the rules of the Company and as may be approved by the Board of Directors.

b) **Sitting fees and commission to Non-Independent Non-Executive Directors and Independent Directors**

None of our Non-Independent Non-Executive Directors are entitled to receive any sitting fees or commission.

Pursuant to a resolution of the Board dated September 24, 2021, our Independent Directors are entitled to receive sitting fees of ₹ 0.10 million for attending each meeting of our Board and the committees constituted of the Board and are additionally entitled to a profit related commission of ₹ 1.00 million per annum. Further, our Independent Directors may be reimbursed for expenses as permitted under the Companies Act and the SEBI Listing Regulations.

Except as disclosed above, our Company has not entered into any contract appointing or fixing the remuneration of a Director, whole-time Director, or manager in the two years preceding the date of this Draft Red Herring Prospectus.

Payments or benefits to our Directors

a) **Executive Directors**

The table below sets forth the details of the remuneration paid to our Executive Directors for the Fiscal 2021:

(in ₹ million)

Sr. No.	Name of the Executive Director	Remuneration for Fiscal 2021
1.	Hari Krishan Agarwal	48.50
2.	Nikhil Aggarwal	13.92

b) **Non-Independent Non-Executive Directors and Independent Directors**

Except as disclosed below, no payments were made to our Non-Independent Non-Executive Directors or our Independent Directors, for the Fiscal 2021:

(in ₹ million)

Sr. No.	Name of the Director	Designation	Remuneration for Fiscal 2021
1.	Vinod Aggarwal	Non-Independent Non-Executive Director	12.00

Remuneration paid or payable to our Directors by our Subsidiary:

No remuneration was paid or payable to our Directors by our Subsidiary in Fiscal 2021.

Contingent and deferred compensation payable to the Directors

As on the date of this Draft Red Herring Prospectus, there is no contingent or deferred compensation payable to the Directors, which does not form part of their remuneration.

Bonus or profit-sharing plan for our Directors

Except as set out in *"– Terms of appointment of our Directors",* our Company does not have any performance linked bonus or a profit-sharing plan in which our Directors have participated.

Shareholding of Directors in our Company

Our Articles of Association do not require our Directors to hold qualification shares.

The table below sets forth details of Equity Shares held by the Directors as on date of this Draft Red Herring Prospectus:

Name	No. of Equity Shares	Percentage of the pre-Offer paid up share capital (%)	Percentage of the post-Offer paid up share capital (%)*
Hari Krishan Agarwal	183,675,892	60.35	[●]
Nikhil Aggarwal	41,267,004	13.56	[●]

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

Interest of Directors

All our Directors may be deemed to be interested to the extent of fees and commission, if any, payable to them for attending meetings of the Board or a committee thereof, as well as to the extent of other remuneration, commission and reimbursement of expenses, if any, payable to them by our Company. Hari Krishan Agarwal and Nikhil Aggarwal may be deemed to be interested to the extent of remuneration paid to them for services rendered as officers of our Company. For further details, see "*Other Financial Information – Related Party Transactions*" on page 305.

Our Directors may also be regarded as interested to the extent of the Equity Shares, if any, held by them and to the extent of any dividend payable to them and other distributions in respect of these Equity Shares. For further details regarding the shareholding of our Directors, see "*– Shareholding of Directors in our Company*" on page 210.

Some of our Directors may be interested to the extent of the shareholding of entities controlled by them or where they are employed, in our Company.

Further, our Directors Hari Krishan Agarwal, Nikhil Aggarwal and Nitin Savara hold positions as directors on the board of directors of our Subsidiary.

Further, our Directors are also directors on the boards, or are shareholders, kartas, trustees, proprietors, members or partners, of entities with which our Company has had related party transactions and may be deemed to be interested to the extent of the payments made by our Company, if any, to these entities. For further details, see "*Other Financial Information – Related Party Transactions*" on page 305. Our Directors, Hari Krishan Agarwal and Nikhil Aggarwal were partners in M/s Ankit International, in which our Company made an investment of ₹ 200.00 million and was admitted as a partner pursuant to a deed of admission dated March 25, 2017. For further information, see *"History and Certain Corporate Matters – Details regarding acquisition or divestment of business or undertakings – Investment in M/s Ankit International"* on page 202.

Except to the extent of the sale of Equity Shares by the Promoter Selling Shareholders who are also Directors of our Company in the Offer for Sale, there is no material existing or anticipated transaction whereby our Directors will receive any portion of the proceeds from the Offer.

As on the date of this Draft Red Herring Prospectus, except for Hari Krishan Agarwal and Nikhil Aggarwal, who are the Promoters of our Company, none of our other Directors are interested in the promotion of our Company. For further details, see "*Our Promoters and Promoter Group*" on page 225.

Except as disclosed below, our Directors do not have any interest in any property acquired or proposed to be acquired by our Company:

- Our Company entered into a business succession agreement dated March 22, 2017, with Nikhil International, a sole proprietorship of Hari Krishan Agarwal, pursuant to which the business of manufacture and distribution of shoes by Nikhil International, including its assets and business leasehold property, was transferred to our Company. For further details, see *"History and Certain Corporate Matters – Details regarding acquisition or divestment of business or undertakings – Transfer of business of Nikhil International"* on page 201.

- Our Company entered into a business transfer agreement dated March 25, 2017, with Kabeer Textiles Private Limited, an entity in which Hari Krishan Agarwal is a shareholder, pursuant to which the business of manufacture and distribution of shoes by Kabeer Textiles Private Limited, including its movable assets, was transferred to our Company. For further details, see *"History and Certain Corporate Matters – Details regarding acquisition or divestment of business or undertakings – Transfer of business of Kabeer Textiles Private Limited"* on page 201.

- Our Company entered into a sale deed dated August 21, 2019, with Hari Krishan Agarwal, pursuant to which the freehold built-up industrial property located at J-17, Udyog Nagar, Rohtak Road, New Delhi, was sold to our Company by Hari Krishan Agarwal, for a sum of ₹ 117.28 million.

Further, except as disclosed above, our Directors do not have any interest in any transaction by our Company for acquisition of land, construction of building or supply of machinery during the three years preceding the date of this Draft Red Herring Prospectus.

Other confirmations

No consideration, either in cash or shares or in any other form have been paid or agreed to be paid to any of our Directors or to the firms, trusts or companies in which they have an interest in, by any person, either to induce any of our Directors to become or to help any of them qualify as a Director, or otherwise for services rendered by them or by the firm, trust or company in which they are interested, in connection with the promotion or formation of our Company.

Changes to our Board in the last three years

Except as mentioned below, there have been no changes in our Directors in the last three years:

Name	Date of appointment / change in designation / cessation	Reason
Vinod Aggarwal	September 24, 2021	Cessation of directorship due to personal reasons
Ankur Nand Thadani	September 24, 2021	Appointment as an additional Non-Independent Non-Executive Director
Anil Kumar Chanana	September 24, 2021	Appointment as an Independent Director
Madhumita Ganguli	September 24, 2021	Appointment as an Independent Director
Nirmal Minda	September 24, 2021	Appointment as an Independent Director
Nitin Savara	November 17, 2021	Appointment as an Independent Director
Nikhil Aggarwal	December 10, 2021	Change in designation from non-executive Director to Whole-Time Director
Hari Krishan Agarwal	December 10, 2021	Change in designation from Managing Director to Chairman and Managing Director
Puneet Bhatia	December 11, 2021	Cessation of directorship due to personal circumstances
Nirmal Minda	December 11, 2021	Cessation of directorship due to other engagements
Anil Rai Gupta	December 14, 2021	Change in designation from nominee director to Non-Independent Non-Executive Director
Jai Kumar Garg	December 18, 2021	Appointment as an Independent Director

Note: *This table does not include details of regularisations of additional Directors.*

Corporate Governance

The provisions of the Companies Act, 2013 along with the SEBI Listing Regulations, with respect to corporate governance, will be applicable to our Company immediately upon the listing of the Equity Shares on the Stock Exchanges. Our Company is in compliance with the requirements of the applicable requirements for corporate governance in accordance with the SEBI Listing Regulations, and the Companies Act, 2013, including those pertaining to the constitution of the Board and committees thereof.

As on the date of filing this Draft Red Herring Prospectus, we have 8 Directors on our Board, of whom 4 are Independent Directors, including one woman Director.

Committees of our Board

In terms of the SEBI Listing Regulations and the provisions of the Companies Act, 2013, our Company has constituted the following Board committees:

(a) Audit Committee
(b) Nomination and Remuneration Committee
(c) Stakeholders' Relationship Committee
(d) Corporate Social Responsibility Committee
(e) Risk Management Committee

For purposes of the Offer, our Board has also constituted an IPO Committee.

(a) Audit Committee

The Audit Committee was constituted by a resolution of our Board dated November 17, 2021. It is in compliance with Section 177 of the Companies Act and Regulation 18 of the SEBI Listing Regulations. The current constitution of the Audit committee is as follows:

Name of Director	Position in the Committee	Designation
Anil Kumar Chanana	Chairman	Independent Director
Nitin Savara	Member	Independent Director
Ankur Nand Thadani	Member	Non-Independent Non-Executive Director

The scope and function of the Audit Committee is in accordance with Section 177 of the Companies Act, 2013 and Regulation 18 of the SEBI Listing Regulations. Its terms of reference are as follows:

A. Powers of Audit Committee

The Audit Committee shall have powers, including the following:

- to investigate any activity within its terms of reference
- to seek information from any employee
- to obtain outside legal or other professional advice
- to secure attendance of outsiders with relevant expertise, if it considers necessary; and
- such other powers as may be prescribed under the Companies Act and SEBI Listing Regulations.

Role of Audit Committee

The role of the Audit Committee shall include the following:

- oversight of financial reporting process and the disclosure of financial information relating to the Company to ensure that the financial statements are correct, sufficient and credible

- recommendation for appointment, re-appointment, replacement, remuneration and terms of appointment of auditors of the Company and the fixation of the audit fee

- approval of payment to statutory auditors for any other services rendered by the statutory auditors

- formulation of a policy on related party transactions, which shall include materiality of related party transactions

- reviewing, at least on a quarterly basis, the details of related party transactions entered into by the Company pursuant to each of the omnibus approvals given

- examining and 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 I 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; and

g. Modified opinion(s) in the draft audit report.

- reviewing, with the management, the quarterly, half-yearly and annual financial statements before submission to the Board for approval

- 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 of Directors of the Company to take up steps in this matter

- reviewing and monitoring the auditor's independence and performance, and effectiveness of audit process

- approval of any subsequent modification of transactions of the Company with related parties and omnibus approval for related party transactions proposed to be entered into by the Company, subject to the conditions as may be prescribed

- scrutiny of inter-corporate loans and investments valuation of undertakings or assets of the Company, wherever it is necessary

- evaluation of internal financial controls and risk management systems

- reviewing, with the management, performance of statutory and internal auditors, adequacy of the internal control systems

- 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

- discussion with internal auditors of any significant findings and follow up there on

- 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

- 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

- recommending to the Board of Directors the appointment and removal of the external auditor, fixation of audit fees and approval for payment for any other services

- looking into the reasons for substantial defaults in the payment to depositors, debenture holders, shareholders (in case of non-payment of declared dividends) and creditors

- reviewing the functioning of the whistle blower mechanism

- monitoring the end use of funds raised through public offers and related matters

- overseeing the vigil mechanism established by the Company, with the chairman of the Audit Committee directly hearing grievances of victimization of employees and directors, who used vigil mechanism to report genuine concerns in appropriate and exceptional cases

- approval of appointment of chief financial officer (i.e., the whole-time finance Director or any other person heading the finance function or discharging that function) after assessing the qualifications, experience and background, etc. of the candidate

- reviewing the utilization of loans and/or advances from/investment by the holding company in the subsidiary exceeding ₹ 1,000,000,000 or 10% of the asset size of the subsidiary, whichever is lower including existing loans/ advances/ investments existing

- consider and comment on rationale, cost-benefits and impact of schemes involving merger, demerger, amalgamation etc., on the Company and its shareholders; and

- carrying out any other functions required to be carried out by the Audit Committee as contained in the SEBI Listing Regulations or any other applicable law, as and when amended from time to time.

The Audit Committee shall mandatorily review the following information:

- Management discussion and analysis of financial condition and results of operations

- Statement of significant related party transactions (as defined by the Audit Committee), submitted by management

- Management letters / letters of internal control weaknesses issued by the statutory auditors

- Internal audit reports relating to internal control weaknesses

- The appointment, removal and terms of remuneration of the chief internal auditor; and

- Statement of deviations in terms of the SEBI Listing Regulations

  a. quarterly statement of deviation(s) including report of monitoring agency, if applicable, submitted to stock exchange(s) where the Equity Shares are proposed to be listed in terms of the SEBI Listing Regulations; and

  b. annual statement of funds utilised for purposes other than those stated in the offer document/prospectus/notice in terms of the SEBI Listing Regulations.

- Review the financial statements, in particular, the investments made by any unlisted subsidiary.

The Company Secretary of our Company shall serve as the secretary of the Audit Committee.

The Audit Committee is required to meet at least four times in a year under Regulation 18(2)(a) of the SEBI Listing Regulations. The quorum for a meeting of the Audit Committee shall be two members or one third of the members of the audit committee, whichever is greater, with at least two independent directors.

(b) Nomination and Remuneration Committee

The Nomination and Remuneration committee was constituted by a resolution of our Board dated April 5, 2019. It was most recently reconstituted by a Board resolution dated December 10, 2021. The Nomination and Remuneration Committee is in compliance with Section 178 of the Companies Act and Regulation 19 of the SEBI Listing Regulations. The current constitution of the Nomination and Remuneration committee is as follows:

Name of Director	Position in the Committee	Designation
Nitin Savara	Chairman	Independent Director
Madhumita Ganguli	Member	Independent Director
Ankur Nand Thadani	Member	Non-Independent Non-Executive Director

The scope and function of the Nomination and Remuneration Committee is in accordance with Section 178 of the Companies Act, 2013 read with Regulation 19 of the SEBI Listing Regulations. Its terms of reference are as follows:

The Nomination and Remuneration Committee shall be responsible for, among other things, the following:

(1) 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.

    The Nomination and Remuneration Committee, while formulating the above policy, should ensure that:

    (i) the level and composition of remuneration be reasonable and sufficient to attract, retain and motivate directors of the quality required to run the Company successfully

    (ii) relationship of remuneration to performance is clear and meets appropriate performance benchmarks; and

    (iii) remuneration to directors, key managerial personnel and senior management involves a balance between fixed and incentive pay reflecting short- and long-term performance objectives appropriate to the working of the Company and its goals.

(2) For every appointment of an independent director, evaluating the balance of skills, knowledge and experience on the Board and on the basis of such evaluation, preparing a description of the role and capabilities required of an independent director. The person recommended to the Board for appointment as an independent director shall have the capabilities identified in such description. For the purpose of identifying suitable candidates, the Nomination and Remuneration Committee may: (a) use the services of an external agencies, if required; (b) consider candidates from a wide range of backgrounds, having due regard to diversity; and (c) consider the time commitments of the candidates

(3) Formulation of criteria for evaluation of independent directors and the Board

(4) Devising a policy on Board diversity

(5) 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 and carrying out evaluation of every director's performance (including independent director)

(6) Deciding 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

(7) Determining the Company's policy on specific remuneration packages for executive directors including pension rights and any compensation payment, and determining remuneration packages of such directors

(8) Recommending to the board, all remuneration, in whatever form, payable to senior management and other staff, as deemed necessary

(9) Carrying out any other functions required to be carried out by the Nomination and Remuneration Committee as contained in the SEBI Listing Regulations or any other applicable law, as and when amended from time to time

(10) Reviewing and approving the Company's compensation strategy from time to time in the context of the then current Indian market in accordance with applicable laws

(11) Perform such functions as are required to be performed by the compensation committee under the Securities and Exchange Board of India (Share Based Employee Benefits) Regulations, 2014, if applicable

(12) Frame suitable policies, procedures and systems to ensure that there is no violation of securities laws, as amended from time to time, and

(13) Perform such other activities as may be delegated by the Board or specified/ provided under the Companies Act, 2013 to the extent notified and effective, as amended or by the Securities and Exchange Board of India

(Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended or by any other applicable law or regulatory authority.

The Nomination and Remuneration Committee is required to meet at least once in a year under Regulation 19(3A) of the SEBI Listing Regulations.

The quorum for a meeting of the Nomination and Remuneration Committee shall be two members or one third of the members of the committee, whichever is greater, including at least one independent director.

(c) Stakeholders' Relationship Committee

The Stakeholders' Relationship Committee was constituted by a resolution of our Board dated November 17, 2021. It was most recently reconstituted by a resolution of our Board dated December 14, 2021.The Stakeholders' Relationship Committee is in compliance with Section 178 of the Companies Act and Regulation 20 of the SEBI Listing Regulations. The current constitution of the Stakeholders' Relationship Committee is as follows:

Name of Director	Position in the Committee	Designation
Ankur Nand Thadani	Chairman	Non-Independent Non-Executive Director
Jai Kumar Garg	Member	Independent Director
Nikhil Aggarwal	Member	Whole-Time Director and CEO

The scope and function of the Stakeholders' Relationship Committee is in accordance with Regulation 20 of the SEBI Listing Regulations. Its terms of reference are as follows:

The Stakeholders' Relationship Committee shall be responsible for, among other things, as may be required by the under applicable law, the following:

(1) Resolving the grievances of the security holders of the listed entity including complaints related to transfer of shares or debentures, including non-receipt of share or debenture certificates and review of cases for refusal of transfer / transmission of shares and debentures, non-receipt of annual report or balance sheet, non-receipt of declared dividends, issue of new/duplicate certificates, general meetings etc. and assisting with quarterly reporting of such complaints

(2) Review of measures taken for effective exercise of voting rights by shareholders

(3) Investigating complaints relating to allotment of shares, approval of transfer or transmission of shares, debentures or any other securities

(4) Giving effect to all transfer/transmission of shares and debentures, dematerialisation of shares and re-materialisation of shares, split and issue of duplicate/consolidated share certificates, compliance with all the requirements related to shares, debentures and other securities from time to time

(5) Review of adherence to the service standards adopted by the Company in respect of various services being rendered by the registrar and share transfer agent of the Company and to recommend measures for overall improvement in the quality of investor services

(6) Review of the various measures and initiatives taken by the listed entity for reducing the quantum of unclaimed dividends and ensuring timely receipt of dividend warrants/annual reports/statutory notices by the shareholders of the Company; and

(7) Carrying out such other functions as may be specified by the Board from time to time or specified/provided under the Companies Act or SEBI Listing Regulations, or by any other regulatory authority.

The Stakeholders' Relationship Committee is required to meet at least once in a year under Regulation 20(3A) of the SEBI Listing Regulations.

(d) Corporate Social Responsibility Committee

The Corporate Social Responsibility Committee of our Company was constituted by a resolution of our Board dated April 5, 2019. It was most recently reconstituted on November 17, 2021, and the current constitution of the Corporate Social Responsibility Committee is as follows:

Name of Director	Position in the Committee	Designation
Madhumita Ganguli	Chairperson	Independent Director
Nikhil Aggarwal	Member	Whole-Time Director and CEO
Anil Rai Gupta	Member	Non-Independent Non-Executive Director

The scope and function of the Corporate Social Responsibility Committee is in accordance with Section 135 of the Companies Act, 2013. Its terms of reference are as follows:

(a) formulate and recommend to the Board, a "corporate social responsibility policy" which shall indicate the activities to be undertaken by the Company as specified in Schedule VII of the Companies Act, 2013 and the rules made there under, as amended, monitor the implementation of the same from time to time, and make any revisions therein as and when decided by the Board

(b) identify corporate social responsibility policy partners and corporate social responsibility policy programmes

(c) review and recommend the amount of expenditure to be incurred on the activities referred to in clause (a) and the distribution of the same to various corporate social responsibility programs undertaken by the Company

(d) delegate responsibilities to the corporate social responsibility team and supervise proper execution of all delegated responsibilities

(e) review and monitor the implementation of corporate social responsibility programmes and issuing necessary directions as required for proper implementation and timely completion of corporate social responsibility programme

(f) any other matter as the Corporate Social Responsibility Committee may deem appropriate after approval of the Board or as may be directed by the Board, from time to time, and

(g) exercise such other powers as may be conferred upon the Corporate Social Responsibility Committee in terms of the provisions of Section 135 of the Companies Act.

(e) Risk Management Committee

The Risk Management Committee of our Company was constituted by a resolution of our Board dated November 17, 2021. The Risk Management Committee is in compliance with Regulation 21 of the SEBI Listing Regulations. The current constitution of the Risk Management Committee is as follows:

Name	Position in the Committee	Designation
Anil Kumar Chanana	Chairman	Independent Director
Nitin Savara	Member	Independent Director
Nikhil Aggarwal	Member	Whole-Time Director and CEO
Piyush Singh	Member	Chief strategy officer
Raman Chawla	Member	Chief Financial Officer

The scope and function of the Risk Management Committee is in accordance with Regulation 21 of the SEBI Listing Regulations. The Risk Management Committee shall be responsible for, among other things, the following:

- Frame a detailed risk management plan and policy, which shall include a framework for identification of internal and external risks specifically faced by the Company, in particular including financial, operational, sectoral, sustainability (particularly, ESG related risks), information, or any other risk as may be determined by the committee; (b) measures for risk mitigation including systems and processes for internal control of identified risks; (c) business continuity plan.

- Oversee implementation / monitoring of risk management plan and policy, including evaluating the adequacy of risk management systems.

- Validate the process of risk management. and ensure that appropriate methodology, processes and systems are in place to monitor and evaluate risks associated with the business of the Company.

- Validate the procedure for risk minimisation.

- Periodically review and evaluate the risk management policy and practices with respect to risk assessment and risk management processes at least once in two years, including by considering the changing industry dynamics and evolving complexity.

- Continually obtain reasonable assurance from management that all known and emerging risks have been identified and mitigated or managed, and to keep the Board of Directors informed about the nature and content of its discussions, recommendations and actions to be taken.

- Review of development and implementation of a risk management policy including identification therein of element of risk.

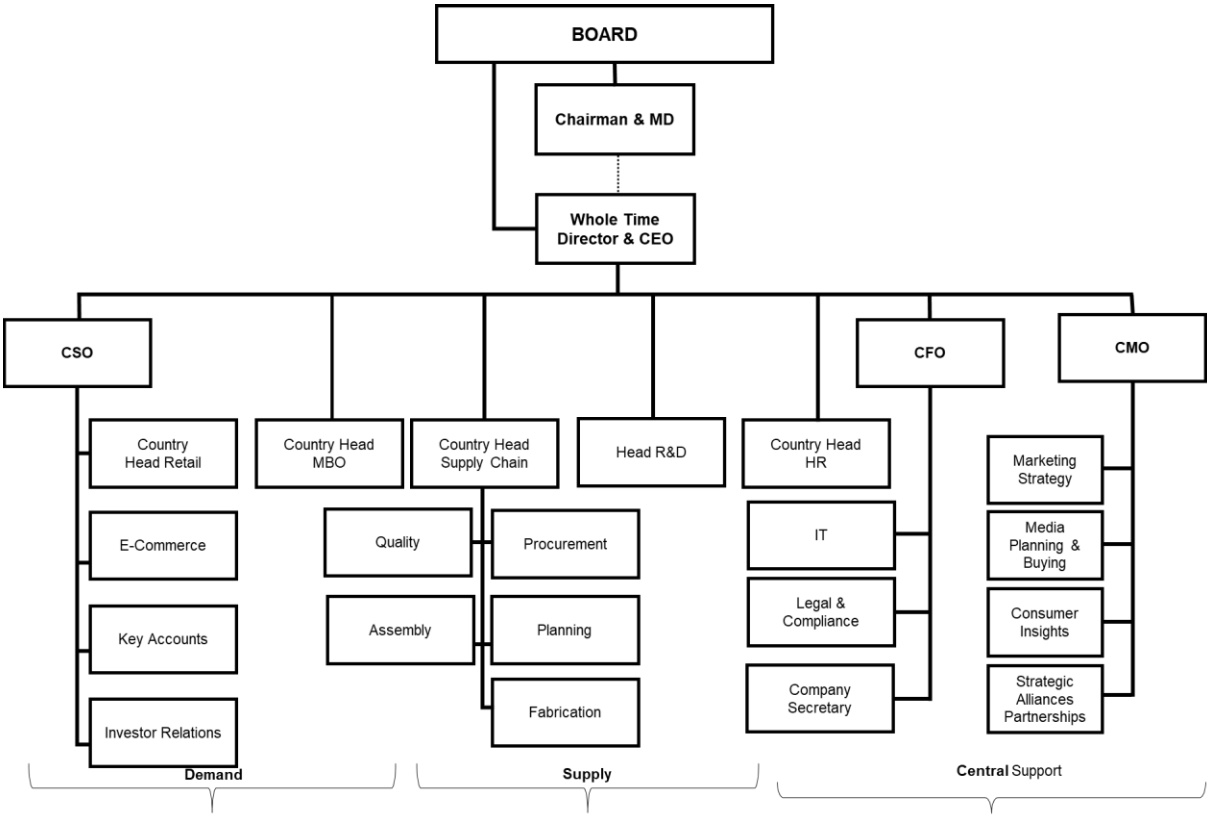
- Review of cyber security and related risks.

- Carry out any other function as is mandated by the Board from time to time and/or enforced by any statutory notification, amendment or modification as may be applicable, and to coordinate its activities with other committees in instances where there is any overlap with the activities of such committees as per the framework laid down by the Board.

- The appointment, removal and terms of remuneration of the chief risk officer, if any, shall be subject to review by the Risk Management Committee.

The Risk Management Committee is required to meet at least twice in a year under Regulation 21(3A) of the SEBI Listing Regulations.

Management organization chart



Notes:
1. *'MD' refers to Managing Director*
2. *'CSO' refers to chief strategy officer*
3. *'MBO' refers to multi brand outlet*
4. *'CMO' refers to chief marketing officer*
5. *'R&D' refers to research and development*
6. *'IT' refers to information technology*
7. *'HR' refers to human resources*

Key Managerial Personnel

In addition to Hari Krishan Agarwal, the Chairman and Managing Director of our Company, and Nikhil Aggarwal, a Whole-Time Director and CEO of our Company, whose details are provided in "– *Brief profiles of our Directors*" on page 207, the details of our other Key Managerial Personnel as on the date of this Draft Red Herring Prospectus are as set forth below:

Raman Chawla is the chief financial officer of our Company. He has been the chief financial officer of our Company since April 5, 2019. He is responsible for managing the financial operations of our Company. He holds a bachelor of commerce from Punjabi University and a postgraduate diploma in management from the International Management Institute. He is an associate member of the Institute of Chartered Accountants of India. He has approximately 26 years of experience in accounting and finance, including 14 years of experience in leadership roles such as head of finance. Before his association with our Company, he was associated with Seagram Manufacturing Private Limited, Hindustan Coca-Cola Bottling North West Private Limited, Becton Dickinson India Private Limited, Reckitt Benckiser (India) Ltd., and Beam Global Spirits & Wine (India) Pvt. Ltd. He has experience in multiple sectors, including soft drinks, alcoholic beverages, fast moving consumer goods and medical healthcare. He has also worked for nearly 7 years in South East Asian markets including Sri Lanka and Indonesia. The remuneration paid to him for Fiscal 2021 was ₹ 14.68 million.

Archana Maini is the general counsel and Company Secretary and Compliance Officer of our Company**.** She has been associated with our Company since September 16, 2021. In our Company, she handles secretarial and compliance functions. She holds a bachelor of commerce (honours course) from the University of Delhi, a bachelor of laws from Chaudhary Charan Singh University, Meerut, and a postgraduate diploma in management from Indira Gandhi National Open University. She is a member of the Institute of Company Secretaries of India. She has over 15 years of experience in legal and secretarial functions. Before her association with our Company, she has previously served as the head – legal and secretarial of BLS International Services Limited, the deputy general manager – legal of VLCC Health Care Limited, and the company secretary of PSL Corrosion Control Services Ltd. and Hindustan Tin Works Limited, and has previously been associated with Getit Infoservices Private Limited and Usha International Limited. Since she joined our Company in Fiscal 2022, she was not paid any remuneration for Fiscal 2021.

Senior Management Personnel

The details of our Senior Management Personnel as on the date of this Draft Red Herring Prospectus are set forth below:

Piyush Singh is the chief strategy officer of our Company. He has been associated with our Company since February 24, 2018. In our Company, he handles growth strategy. investor relations and direct to consumer channels, including e-commerce, large format stores and retail functions. He holds a bachelor of technology in electrical engineering from National Institute of Technology Kurukshetra and a master of business administration from the School of Business Management, Narsee Monjee Institute of Management Studies. He has also passed level I and level II of the CFA program from the CFA Institute. He has approximately 13 years of experience in the investment banking and consultancy sectors. Before his association with our Company, he has previously been associated with Ernst & Young LLP, Accenture Services Private Limited and Religare Capital Markets Limited. The remuneration paid to him for Fiscal 2021 was ₹ 7.18 million.

Prerna Aggarwal is the chief marketing officer of our Company. She has been associated with our Company since September 2, 2019. She is responsible for the marketing activities of our Company. She holds a diploma in digital video production from Srishti School of Art, Design and Technology. She has also passed the Intermediate (Integrated Professional Competency) Examination held by the Institute of Chartered Accountants of India in November 2014. The remuneration paid to her for Fiscal 2021 was ₹ 2.40 million.

Uplaksh Tewary is the country head – retail of our Company. He has been associated with our Company since May 11, 2020. In our Company, he handles retail and large format retail business functions. He holds a bachelor's degree in commerce from University of Pune and a master of business administration from Symbiosis International University. He has approximately 12 years of experience in the lifestyle and sportswear sector. Before his association with our Company, he has previously been associated with Adidas India Marketing Pvt Ltd, Puma Sports India Pvt Ltd, Reebok India Company and Titan Industries Limited. The remuneration paid to him for Fiscal 2021 was ₹ 5.85 million.

Raghu Narayanan is the country head – supply chain of our Company. He has been associated with our Company since March 23, 2021. In our Company, he handles procurement, manufacturing and supply chain related functions. He holds a bachelor of technology in mechanical engineering from Indian Institute of Technology Madras and a post graduate diploma in industrial management from National Institute of Industrial Engineering. He has approximately 17 years of experience in supply chain management in the FMCG and e-commerce sectors. Before his association with our Company, he has previously been associated with Procter & Gamble Home Products Private Limited and Amazon Seller Services Private Limited. The remuneration paid to him for Fiscal 2021 was ₹ 0.28 million.

Surender Bansal is the country head – multi brand outlet of our Company. He has been associated with our Company since April 28, 2020. In our Company, he handles distribution business functions. He holds a bachelor of commerce from Maharshi Dayanand University and a master of business administration from University of Pune. He has approximately 22 years of experience in the footwear sector. Before his association with our Company, he has previously been associated Relaxo Footwears Limited, Bata India Ltd, Footwear Klick (India) Pvt Ltd, Kharkia Petrochem Pvt Ltd and Lakhani Sales Corporation. The remuneration paid to him for Fiscal 2021 was ₹ 8.18 million.

Ambika Wadhwa is the country head – HR of our Company. She has been associated with our Company since September 16, 2020. In our Company, she handles human resource functions. She holds a bachelor of corporate secretaryship from the University of Madras and a post graduate diploma in human resource management from Symbiosis Centre for Distance Learning. She has approximately 15 years of experience in human resource management and other roles. Before her association with our Company, she has previously been associated with Genesis Luxury Fashion Private Limited (a Reliance Brands group company), Uber India Systems Pvt Ltd, Sangam Capital Advisors Private Limited, Jade eServices Private Limited, InterMESH Shopping Network Private Limited, Westbound Educational Services Private Limited and Unison International Consulting Pvt. Ltd. She was named one of HR Tech's 50 Most Innovative HR Technology Leaders at the World HRD Congress in 2017, and one of HR Tech's 100 Top HR Tech Minds at the World HRD Congress in 2018. The remuneration paid to her for Fiscal 2021 was ₹ 3.20 million.

Rajneesh Sharma is the head – information technology of our Company. He has been associated with our Company since April 1, 2021. In our Company, he handles information technology functions. He holds a bachelor of arts from the University of Delhi, a master of science in computer science from Maharshi Dayanand University, Rohtak, and a post-graduate diploma in computer applications from Kurukshetra University. He has approximately 22 years of experience in information technology. Before his association with our Company, he has previously been associated with Sunstar Overseas Limited, ITC Infotech India Limited and DLF Brands Private Limited. Since he joined our Company in Fiscal 2022, he was not paid any remuneration for Fiscal 2021.

Relationships among Key Managerial Personnel, and with Directors

Except as specified in "– *Relationships between our Directors and Key Managerial Personnel"*, none of our Key Managerial Personnel are related to each other or to the Directors of our Company.

Arrangements or understanding with major Shareholders, customers, suppliers or others

None of our Key Managerial Personnel have been selected pursuant to any arrangement or understanding with any major Shareholders, customers or suppliers of our Company, or others.

Changes in the Key Managerial Personnel in last three years

Except as mentioned below, and as specified in "– *Changes to our Board in the last three years*" on page 212, there have been no changes in the Key Managerial Personnel in the last three years:

Name	Date of change	Reason
Raman Chawla	April 5, 2019	Appointment as Chief Financial Officer
Dimple Mirchandani	September 25, 2021	Cessation as company secretary due to personal reasons
Archana Maini	September 26, 2021	Appointment as Company Secretary

The rate of attrition of our Key Managerial Personnel is not high in comparison to the industry in which we operate.

Status of Key Managerial Personnel

As on the date of this Draft Red Herring Prospectus, all our Key Managerial Personnel are permanent employees of our Company.

Retirement and termination benefits

Our Key Managerial Personnel have not entered into any service contracts with our Company which include termination or retirement benefits. Except statutory benefits upon termination of their employment in our Company or superannuation, none of the Key Managerial Personnel is entitled to any benefit upon termination of employment or superannuation.

Shareholding of the Key Managerial Personnel

Other than the shareholding of Hari Krishan Agarwal and Nikhil Aggarwal in our Company, as disclosed under "– *Shareholding of Directors in our Company*" on page 210, and as disclosed below, none of our other Key Managerial Personnel hold any Equity Shares in our Company:

Name	No. of Equity Shares	Percentage of the pre-Offer paid up share capital (%)	Percentage of the post-Offer paid up share capital (%)
Raman Chawla	548,952	0.18	0.18

Contingent and deferred compensation payable to Key Managerial Personnel

As on the date of this Draft Red Herring Prospectus, there is no contingent or deferred compensation which accrued to our Key Managerial Personnel for Fiscal 2021, which does not form part of their remuneration for such period.

Bonus or profit-sharing plan of the Key Managerial Personnel

Except as set out in *"– Terms of appointment of our Directors",* our Company has no profit-sharing plan in which the Key Managerial Personnel participate. Our Company makes bonus payments to our Key Managerial Personnel, in accordance with their terms of appointment.

Interest of Key Managerial Personnel

Our Key Managerial Personnel are interested in our Company to the extent of the remuneration or benefits to which they are entitled to as per their terms of appointment and reimbursement of expenses incurred by them during the ordinary course of their service.

Our Key Managerial Personnel may also be deemed to be interested to the extent of any dividend payable to them and other distributions in respect of Equity Shares held by them in our Company.

Except as disclosed in *"Other Financial Information – Related Party Transactions"* on page 305, no loans or advances have been made to our Key Managerial Personnel.

Employee Stock Option Plan

For details about our employee stock option plans, see *"Capital Structure"* on page 80.

Payment or Benefit to officers of our Company (non-salary related)

Except as disclosed below, no non-salary related amount or benefit has been paid or given within the two years preceding the date of the Draft Red Herring Prospectus or is intended to be paid or given to any Senior Management Personnel or officer of the Company, including our Directors and Key Managerial Personnel:

- Raman Chawla had availed an interest free loan of ₹ 2.00 million from our Company on December 2, 2019. A perquisite amount of ₹ 0.09 million and ₹ 0.15 million was provided by our Company as notional interest on the interest free loan availed by him, in Fiscals 2020 and 2021, respectively.

- Surender Bansal had availed an interest free loan of ₹ 1.97 million from our Company on May 4, 2020. A perquisite amount of ₹ 0.14 million was provided by our Company as notional interest on the interest free loan availed by him in Fiscal 2021. In addition, Surender Bansal had availed an interest free loan of ₹ 1.80 million from our Company on June 30, 2021.

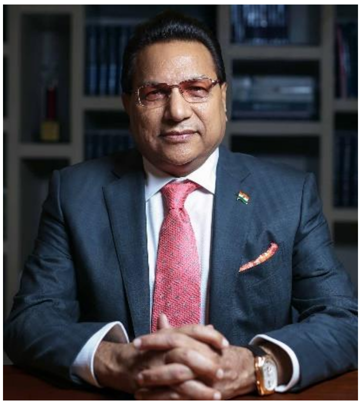
- Hari Krishan Agarwal had availed an interest free loan of ₹ 5.00 million from the Company on September 13, 2019. A perquisite amount of ₹ 0.08 million was provided by our Company as notional interest on the interest free loan availed, for Fiscal 2020.

OUR PROMOTERS AND PROMOTER GROUP

The Promoters of our Company are Hari Krishan Agarwal and Nikhil Aggarwal. As on the date of this Draft Red Herring Prospectus, our Promoters collectively hold 224,942,896 Equity Shares, representing 73.92% of the pre-Offer issued, subscribed and paid-up Equity Share capital of our Company. For details, please see "*Capital Structure – Details of Shareholding of our Promoters and members of the Promoter Group in the Company – Build-up of the Promoters' shareholding in our Company*" beginning on page 84.

Details of our Promoters

1. **Hari Krishan Agarwal**



Hari Krishan Agarwal, aged 65 years, is one of our Promoters and is also the Chairman and Managing Director on our Board. For the complete profile of Hari Krishan Agarwal along with details of his date of birth, personal address, educational qualifications, experience in the business or employment, position / posts held in the past, directorships held, and business and financial activities, other directorships, other ventures and special achievements, see "*Our Management – Board of Directors*" on page 206. In addition, Hari Krishan Agarwal is also associated with the following ventures:

- SKI Capital Services Limited
- Action Capital Private Limited
- Lala Munni Lal Mange Ram Charitable Trust
- Manav Sevarth Trust
- HKV Trust
- HKV Family Trust

He holds a driver's license bearing the number DL04 19940295325. His permanent account number is AANPA8268P and his Aadhaar number is [redacted].

As on date of this Draft Red Herring Prospectus, Hari Krishan Agarwal holds 183,675,892 Equity Shares, representing 60.35% of the pre-Offer issued, subscribed and paid-up Equity Share capital of our Company.

2. **Nikhil Aggarwal**

Nikhil Aggarwal, aged 36 years, is one of our Promoters and is also a Whole-Time Director and CEO of our Company. For the complete profile of Nikhil Aggarwal along with details of his date of birth, personal address, educational qualifications, experience in the business or employment, position / posts held in the past, directorships held, and business and financial activities, other directorships, other ventures and special achievements, see "*Our Management – Board of Directors*" on page 206.

He holds a driver's license bearing the number P04112003373813. His permanent account number is AFRPA2426A and his Aadhaar number is [redacted].

As on date of this Draft Red Herring Prospectus, Nikhil Aggarwal holds 41,267,004 Equity Shares, representing 13.56% of the pre-Offer issued, subscribed and paid-up Equity Share capital of our Company.

Our Company confirms that the permanent account numbers, bank account numbers and passport numbers of our Promoters, shall be submitted to the Stock Exchanges at the time of filing this Draft Red Herring Prospectus.

Change in control of our Company

There has not been any change in the control of our Company in the five years immediately preceding the date of this Draft Red Herring Prospectus.

Interests of Promoters

Our Promoters are interested in our Company to the extent that they are the Promoters of our Company and to the extent of their respective shareholding in our Company, their directorship in our Company and the dividends payable, if any, and any other distributions in respect of their respective shareholding in our Company, the shareholding of their relatives in our Company, or the shareholding of any entities in which our Promoters are interested in our Company. For details of the shareholding of our Promoters in our Company, see "*Capital Structure*" beginning on page 80.

Further, our Promoters are also directors on the boards, or are shareholders, members or partners of entities with which our Company has had related party transactions and may be deemed to be interested to the extent of the payments made or received by our Company, if any, to these entities. For further details of interest of our Promoters in our Company, see "*Other Financial Information – Related Party Transactions*" beginning on page 305.

Our Promoters may be deemed to be interested to the extent of any remuneration, benefits, reimbursement of expenses, perquisites and commission linked to the profit before tax of our Company, payable to them as Directors on our Board and as Key Managerial Personnel. For further details, see "*Our Management*" beginning on page 206. Our Promoters may also be deemed to be interested to the extent of remuneration payable to their relatives by our Company. For further details, see "*Other Financial Information – Related Party Transactions*" beginning on page 305.

Except as specified in *"Our Management – Interest of Directors"* on page 211, none of our Promoters have any interest, whether direct or indirect, in any property acquired by our Company within the preceding three years from the date of this Draft Red Herring Prospectus or proposed to be acquired by it as on the date of this Draft Red Herring Prospectus, or in any transaction by our Company for acquisition of land, construction of building or supply of machinery.

Further, no sum has been paid or agreed to be paid to any of our Promoters or to any firm or company in which any of our Promoters are interested as a member, in cash or shares or otherwise by any person either to induce any of our Promoters to become, or qualify them as a director, or otherwise for services rendered by any our Promoters or by such firm or company in connection with the promotion or formation of our Company.

Our Promoters do not have any interest in any venture that is involved in any activities similar to those conducted by our Company or our Subsidiary.

Companies or firms with which our Promoters have disassociated in the last three years

Except for the following, none of our Promoters have disassociated themselves from any other company or firm in the three years preceding the date of this Draft Red Herring Prospectus:

Sr. No.	Name of the entity from which our Promoter has disassociated	Promoter	Date of disassociation	Reason for disassociation
1.	Action Retail Ventures Private Limited	Hari Krishan Agarwal	December 31, 2018	Transfer of shareholding
2.	M G Udyog Private Limited	Hari Krishan Agarwal	September 17, 2021	Transfer of shareholding and stepped down as promoter
3.	Susheel Property LLP	Hari Krishan Agarwal	October 12, 2020	Stepped down as a designated partner
4.	Priyatam Properties LLP	Hari Krishan Agarwal	November 19, 2021	Stepped down as a designated partner
5.	Dhariya Properties LLP	Hari Krishan Agarwal	November 19, 2021	Stepped down as a designated partner
6.	Yatharth Properties LLP	Hari Krishan Agarwal	November 19, 2021	Stepped down as a designated partner
7.	Open Fields Developers LLP	Hari Krishan Agarwal	September 27, 2021	Stepped down as a designated partner

Sr. No.	Name of the entity from which our Promoter has disassociated	Promoter	Date of disassociation	Reason for disassociation
8.	Ashwamedha Colonizers Private Limited	Hari Krishan Agarwal	August 26, 2021	Transfer of shareholding and stepped down as promoter
9.	Bansiwala Realtors Private Limited	Hari Krishan Agarwal	August 26, 2021	Transfer of shareholding and stepped down as promoter
10.	Dipesh Realtors Private Limited	Hari Krishan Agarwal	August 26, 2021	Transfer of shareholding and stepped down as promoter
11.	Jyotima Colonizers Private Limited	Hari Krishan Agarwal	August 26, 2021	Transfer of shareholding and stepped down as promoter
12.	Nachiketa Projects Private Limited	Hari Krishan Agarwal	August 30, 2021	Transfer of shareholding and stepped down as promoter
13.	Samdarshi Promoters & Developers Private Limited	Hari Krishan Agarwal	August 26, 2021	Transfer of shareholding and stepped down as promoter
14.	Satkartar Realtors Private Limited	Hari Krishan Agarwal	August 28, 2021	Transfer of shareholding and stepped down as promoter
15.	Shyamli Projects Private Limited	Hari Krishan Agarwal	August 27, 2021	Transfer of shareholding and stepped down as promoter
16.	T.A. Buildcon Private Limited	Hari Krishan Agarwal	August 26, 2021	Transfer of shareholding and stepped down as promoter
17.	Varadraj Buildwell Private Limited	Hari Krishan Agarwal	August 28, 2021	Transfer of shareholding and stepped down as promoter
18.	Sonika Properties Private Limited	Hari Krishan Agarwal	August 28, 2021	Transfer of shareholding and stepped down as promoter
19.	Maateshwari Properties Private Limited	Hari Krishan Agarwal	August 26, 2021	Transfer of shareholding and stepped down as promoter
20.	Jagriti Properties Private Limited	Hari Krishan Agarwal	August 26, 2021	Transfer of shareholding and stepped down as promoter
21.	M N Property Limited	Hari Krishan Agarwal	August 26, 2021	Transfer of shareholding and stepped down as promoter
22.	Heaven Properties Private Limited	Hari Krishan Agarwal	August 26, 2021	Transfer of shareholding and stepped down as promoter
23.	Action Retail Ventures Private Limited	Nikhil Aggarwal	December 31, 2018	Transfer of shareholding
24.	Open Fields Developers LLP	Nikhil Aggarwal	September 27, 2021	Stepped down as a designated partner
25.	Sonika Properties Private Limited	Nikhil Aggarwal	August 28, 2021	Transfer of shareholding and stepped down as promoter

Payment or Benefits to Promoters or Promoter Group

Except as disclosed herein and as stated in "*Other Financial Information – Related Party Transactions*", "*Our Management - Terms of employment of our Executive Directors" and "– Interests of Promoters"* on pages 305, 209 and 225 respectively, and except as disclosed below, there has been no payment or benefits by our Company to our Promoters or any of the members of the Promoter Group during the two years preceding the date of this Draft Red Herring Prospectus nor is there any intention to pay or give any benefit to our Promoters or any of the members of the Promoter Group as on the date of this Draft Red Herring Prospectus:

- Prerna Aggarwal, the chief marketing officer of our Company, availed of an advance against her salary, of ₹ 0.52 million, from our Company on October 6, 2021. As on the date of filing this DRHP, there is no outstanding amount due to our Company from Prerna Aggarwal.

Material Guarantees

Our Promoters have not given any material guarantee to any third party, in respect of the Equity Shares, as on the date of this Draft Red Herring Prospectus.

Promoter Group

In addition to our Promoters, the individuals and entities that form a part of the Promoter Group of our Company in terms of Regulation 2(1)(pp) of the SEBI ICDR Regulations are set out below:

Natural persons who are part of the Promoter Group

The natural persons who are part of the Promoter Group, other than our Promoters, are as follows:

Sr. No.	Name of Promoter	Name of Promoter Group Member	Relationship with Promoter
1.	Hari Krishan Agarwal	Vinod Aggarwal	Spouse
2.		Mange Ram Aggarwal	Father
3.		Charu Goel	Daughter
4.		Ram Bilas Aggarwal	Spouse's father
5.		Vijay Kumar Aggarwal	Spouse's brother
6.		Mohan Aggarwal	Spouse's brother
7.		Sushma Aggarwal	Spouse's sister
8.	Nikhil Aggarwal	Prerna Aggarwal	Spouse
9.		Chander Prakash Gupta	Spouse's father
10.		Seema Gupta	Spouse's mother
11.		Abhinav Gupta	Spouse's brother
12.		Devarya Aggarwal	Son
13.		Saranya Aggarwal	Daughter
14.		Nandika Aggarwal	Daughter

Entities forming part of the Promoter Group

The entities forming part of our Promoter Group are as follows:

1. Action Capital Private Limited
2. Action Drilling Private Limited
3. Action Minerals Private Limited
4. Action Overseas Private Limited
5. Action Peroxide Private Limited
6. Action Petro Products Private Limited
7. Ambica Edelstahl Gmbh, Germany
8. Ambica Steels Limited
9. Ambica Steels India Limited
10. Frontline Realtors Private Limited
11. Gujarat Peroxide Private Limited
12. Harihar Realtors Private Limited
13. Hari Krishan Agarwal HUF
14. HKV Family Trust
15. HKV Services Private Limited
16. HKV Trust
17. HNA Services Private Limited
18. Hollywood Multimedia Limited
19. Hublit Lighting Private Limited
20. Indocil Silicons Private Limited
21. Indocon Finance and Investment Limited
22. Indocon Micro Engineers Limited
23. Jaivardhan Projects Private Limited
24. Jyotima Buildwell Private Limited
25. Kabeer Textiles Private Limited
26. Longtail Capital Limited
27. Perfect Cyber Mart Private Limited
28. Pindara Chemicals Private Limited
29. Saranya Ventures LLP
30. Shri Gajanan Dream Land Private Limited
31. SKI Capital Services Limited
32. Suncity Facilities Management Private Limited
33. Suncity Hi Tech Buildcon Private Limited
34. Village Life Farm Private Limited
35. Wellcome Portfolio Limited

36. World Metal Recycling Limited

Our Company had, vide an application dated December 24, 2021 under Regulation 300 of the SEBI ICDR Regulations submitted to SEBI, sought an exemption from considering and disclosing (i) Nand Kishore Aggarwal, Anil Aggarwal, Subhash Chander Aggarwal, Raj Kumar Gupta, Naresh Aggarwal, Ashok Aggarwal and Shakuntala Goel ("**Relevant Persons**"), (ii) any body corporate in which the Relevant Persons, or any Hindu undivided family or firm where any of the Relevant Persons is a member, hold 20% or more of the equity share capital, (iii) any body corporate in which the body corporate mentioned under (ii) above holds 20% or more of the equity share capital, (iv) any Hindu undivided family or firm in which the Relevant Persons may individually or in the aggregate, or together with our Promoters, hold 20% or more of the total capital in accordance with the SEBI ICDR Regulations, as members of the 'promoter group' of the Company.

GROUP COMPANIES

In accordance with the SEBI ICDR Regulations and the applicable accounting standards, for the purpose of identification of 'group companies', our Company has considered (i) such companies (other than our Subsidiary) with which there were related party transactions during the period for which Restated Consolidated Financial Information have been disclosed in this Draft Red Herring Prospectus, as covered under the applicable accounting standards (i.e., Ind AS 24); and (ii) any other companies which are considered material by our Board.

In respect of point (ii) above, our Board, in its meeting held on December 21, 2021, has considered and adopted a policy of materiality for the identification of companies that shall be considered material and disclosed as a 'group company' in this Draft Red Herring Prospectus. In terms of such materiality policy, a company (other than the companies covered under the schedule of related party transactions as per the Restated Consolidated Financial Information) shall be considered "material" and will be disclosed as a 'group company' in this Draft Red Herring Prospectus if it is a member of the promoter group of the Company in terms of Regulation 2(1)(pp) of the SEBI ICDR Regulations, and has entered into one or more transactions with the Company in the most recent financial year and any stub period in respect of which Restated Consolidated Financial Information is included in this Draft Red Herring Prospectus, that cumulatively exceed 10.00% of the revenue from operations of our Company for the last completed financial year covered in the Restated Consolidated Financial Information.

Based on the parameters set out above, the following have been identified as Group Companies:

1. Havells India Limited
2. M G Udyog Private Limited (*was a subsidiary of our Company (through control as defined under Ind AS 110 – 'Consolidated Financial Statements') till September 24, 2021*)
3. Kabeer Textiles Private Limited
4. Action Shoes Private Limited

Details of our Group Companies:

The details of our Group Companies are as provided below:

1. Havells India Limited

The registered office of Havells India Limited is situated at 904, 9th Floor, Surya Kiran Building, K G Marg, Connaught Place, New Delhi110001, India. Havells Limited is currently engaged in the manufacture of fast moving electrical goods and power distribution equipment.

Havells India Limited's financial information based on the audited standalone financial statements for Fiscals 2021, 2020, and 2019, is available on its website at www.havells.com.

2. M G Udyog Private Limited

The registered office of M G Udyog Private Limited is situated at H-6 Udyog Nagar, Delhi, Delhi 110041, India. M G Udyog Private Limited is currently engaged in job work for the 'upper', a component of shoes.

M G Udyog Private Limited's financial information based on the audited standalone financial statements for Fiscals 2021, 2020, and 2019, is available on the website of our Company at www.campusactivewear.com.

3. Kabeer Textiles Private Limited

The registered office of Kabeer Textiles Private Limited is situated at D-1 Udyog Nagar, Main Rohtak Road, New Delhi, Delhi 110041 India. Kabeer Textiles Private Limited is currently not engaged in any business.

Kabeer Textiles Private Limited's financial information based on the audited standalone financial statements for Fiscals 2021, 2020, and 2019, is available on the website of our Company at www.campusactivewear.com.

4. Action Shoes Private Limited

The registered office of Action Shoes Private Limited is situated at J 17 Udyog Nagar, Main Rohtak Road, New Delhi, Delhi 110037, India. Action Shoes Private Limited is currently not engaged in any business.

Action Shoes Private Limited's financial information based on the audited standalone financial statements for Fiscals 2021, 2020, and 2019, is available on the website of our Company at www.campusactivewear.com.

Common pursuits among Group Companies

Except as disclosed below, there are no common pursuits among any of our Group Companies and our Company:

MG Udyog Private Limited is engaged in the business of manufacturing footwear components. Our Company will ensure necessary procedures and practices as permitted by laws and regulatory guidelines to address situations of conflict of interest as and when they arise.

Litigation involving our Group Companies

There are no pending litigation proceedings involving any of our Group Companies which will have a material impact on our Company.

Nature and extent of interest of our Group Companies

a. Interest in the promotion of our Company

None of our Group Companies have any interest in the promotion of our Company.

b. Interest in the property acquired or proposed to be acquired by the Company

None of our Group Companies are interested, directly or indirectly, in the properties acquired by our Company in the preceding three years or proposed to be acquired by our Company.

c. Interest in transactions for acquisition of land, construction of building, or supply of machinery

None of our Group Companies are interested, directly or indirectly, in any transactions for acquisition of land, construction of building, supply of machinery, or any other contract, agreement or arrangement entered into by our Company, and no payments have been made or are proposed to be made in respect of any such contracts, agreements or arrangements, by any of our Group Companies.

Related business transactions and their significance on the financial performance of our Company

Other than the transactions disclosed in the section "*Other Financial Information – Related Party Transactions*" on page 305, there are no related business transactions between our Group Companies and our Company.

Business interest of our Group Companies in our Company

Except as disclosed in the section "*Other Financial Information – Related Party Transactions*" on page 305 and except as disclosed below, our Group Companies have no business interests in our Company:

- We have entered into an agreement dated November 1, 2021, with M G Udyog Private Limited (**"Fabricator Agreement"**), which was effective from September 25, 2021 and pursuant to which our Company has engaged M G Udyog Private Limited to fabricate shoe uppers for our Company, using raw materials supplied by our Company, amounting to ₹ 96.00 million, with yearly variation, per annum, in accordance with the terms of the Fabricator Agreement. Our Company has provided cutting and stitching machinery owned by our Company to M G Udyog Private Limited to be used solely for the purposes of performing its obligations under the Fabricator Agreement.

- Our Company has entered into a facility management agreement dated December 22, 2021, with M G Udyog Private Limited ("**Facility Management Agreement**") which is effective from December 1, 2021. Pursuant to the Facility Management Agreement, our Company has obtained facility management services from M G Udyog Private Limited, including, amongst others, storage of products, warehousing operations and management, billing and backend support, for certain warehouses and exclusive brand outlets operated by our Company. Our Company shall pay a lumpsum amount of ₹ 150.00 million annually to M G Udyog Private Limited for the services provided to us pursuant to the Facility Management Agreement.
- Our Registered and Corporate Office has been leased by our Company from Kabeer Textiles Private Limited,

pursuant to the lease agreement dated November 11, 2021, entered into between our Company and Kabeer Textiles Private Limited (**“Lease Agreement”**). The lease has been granted for a period of nine years from the effective date of the Lease Agreement (which is September 25, 2021), and shall be locked-in for Kabeer Textile Private Limited, such that they shall not be entitled to terminate the Lease Agreement for a period of nine years from the date of the execution of the agreement. Our Company has agreed to pay a consideration of ₹ 0.30 million per month for the 18-month period from September 25, 2021, to March 24, 2023, and thereafter a monthly rent of ₹ 0.60 million. The lease rent is subject to an enhancement by 10% on the last rent paid at the end of every three year period from September 25, 2021. Further, our Company is required to pay a sum of ₹ 0.60 million as an interest free refundable security deposit. Kabeer Textiles Private Limited is permitted to demand an additional security deposit of ₹ 0.60 million from us, after the expiry of 18 months from the date of execution of the Lease Agreement.

DIVIDEND POLICY

The declaration and payment of dividend on our Equity Shares, if any, will be recommended by our Board and approved by our Shareholders, at their discretion, in accordance with provisions of our Articles of Association and applicable law, including the Companies Act (together with applicable rules issued thereunder).

The dividend policy of our Company was adopted pursuant to the resolution of our Board dated December 10, 2021 (**"Dividend Policy"**). In terms of the Dividend Policy, our Board will consider various financial parameters and internal and external factors when taking a decision for the recommendation of dividend, including, among others, the profitability of our Company, our operating cash flow, the requirement of funds for our business needs such as the replacement of capital assets, expansion and/or modernization, capital expenditure, etc., the debt repayment obligations of our Company, policies of the Government of India relevant to the business and operations of our Company, regulatory or statutory restrictions in respect of the declaration or payment of dividend, and taxes and levies applicable in respect of the declaration or payment of dividend. Our Company may not declare dividend for a financial year if the profits of our Company for such financial year are not adequate for the payment of dividend, or are otherwise required to be retained for the business needs of our Company. In case of inadequacy of profits, our Board of Directors may consider recommending the payment of dividend out of the free reserves of our Company, provided that the Board of Directors is of the opinion that the amount of dividend to be declared out of the free reserves is not required to be conserved for our business needs. Our Board may also declare interim dividend from time to time.

Our Company has not declared any dividends on the equity shares of our Company during the last three Fiscals and the period from April 1, 2021, until the date of this Draft Red Herring Prospectus. There is no guarantee that any dividends will be declared or paid in the future. For details in relation to the risk involved, see "*Risk Factors – Our ability to pay dividends in the future will depend upon our earnings, financial condition, cash flows and capital requirements.*" on page 52.

In addition, our ability to pay dividends may be impacted by restrictive covenants under our current or future loan or financing documents. For more information on restrictive covenants under our current loan agreements, see "*Financial Indebtedness*" on page 340.

SECTION VII – FINANCIAL INFORMATION

FINANCIAL STATEMENTS

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B S R & Associates LLP
Chartered Accountants

Building No.10,12th Floor, Tower-C,
DLF Cyber City, Phase-II,
Gurugram – 122 002, India

Telephone: +91 124 719 1000
Fax: +91 124 235 8613

INDEPENDENT AUDITOR'S EXAMINATION REPORT ON RESTATED CONSOLIDATED FINANCIAL INFORMATION

The Board of Directors
Campus Activewear Limited (formerly known as Campus Activewear Private Limited)
D-1, Udyog Nagar
New Delhi - 110041

Dear Sirs,

1) We have examined the attached Restated Consolidated Financial Information of Campus Activewear Limited (formerly known as Campus Activewear Private Limited) (the "Company" or the "Holding Company" or the "Issuer") and its subsidiaries (the Company and its subsidiaries together referred to as the "Group") comprising the Restated Consolidated Balance Sheet as at 30 September 2021, 30 September 2020, 31 March 2021, 31 March 2020 and 31 March 2019, the Restated Consolidated Statement of Profit and Loss (including Other Comprehensive Income), the Restated Consolidated Statement of Changes in Equity, the Restated Consolidated Cash Flows for the six months period ended 30 September 2021 and 30 September 2020 and for the years ended 31 March 2021, 31 March 2020 and 31 March 2019, and the summary statement of significant accounting policies, and other explanatory information (collectively, the "Restated Consolidated Financial Information"), as approved by the Board of Directors of the Company at their meeting held on 10 December 2021 for the purpose of inclusion in the Draft Red Herring Prospectus ("DRHP") prepared by the Company in connection with its proposed Initial Public Offer of equity shares ("IPO") prepared in terms of the requirements of:

   a) Section 26 of Part I of Chapter III of the Companies Act, 2013 (the "Act");

   b) The Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended ("ICDR Regulations"); and

   c) The Guidance Note on Reports in Company Prospectuses (Revised 2019) issued by the Institute of Chartered Accountants of India ("ICAI"), as amended from time to time (the "Guidance Note").

2) The Company's Board of Directors is responsible for the preparation of the Restated Consolidated Financial Information for the purpose of inclusion in the DRHP to be filed with Securities and Exchange Board of India ("SEBI"), the stock exchanges where the equity shares of the Company are proposed to be listed **("Stock Exchanges")** and the Registrar of Companies, National Capital Territory of Delhi and Haryana, situated at New Delhi **("ROC")** in connection with the proposed IPO. The Restated Consolidated Financial Information have been prepared by the management of the Company on the basis of preparation stated in note 2 of Annexure V to the Restated Consolidated Financial Information.

B S R & Associates (a partnership firm with Registration No. BA69226) converted into B S R & Associates LLP (a Limited Liability Partnership with LLP Registration No. AAB-8182) with effect from October 14, 2013

Principal Office:
14th Floor, Central B Wing and North C Wing, Nesco IT Park 4, Nesco Center, Western Express Highway, Goregaon (East), Mumbai - 400063

The respective Board of Directors of the companies included in the Group are responsible for designing, implementing and maintaining adequate internal control relevant to the preparation and presentation of the Restated Consolidated Financial Information. The respective Board of Directors of the companies are also responsible for identifying and ensuring that the Group complies with the Act, the ICDR Regulations and the Guidance Note.

3) 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 5 October 2021, in connection with the proposed IPO of equity shares of the Company;

   b) The Guidance Note. The Guidance Note also requires that we comply with the ethical requirements of the Code of Ethics issued by the ICAI;

   c) Concepts of test checks and materiality to obtain reasonable assurance based on verification of evidence supporting the Restated Consolidated Financial Information; and

   d) The requirements of Section 26 of the Act and the ICDR Regulations. Our work was performed solely to assist you in meeting your responsibilities in relation to your compliance with the Act, the ICDR Regulations and the Guidance Note in connection with the proposed IPO.

4) These Restated Consolidated Financial Information have been compiled by the management:

   a) As at and for the six months period ended 30 September 2021 and 30 September 2020: From the audited special purpose interim consolidated financial statements of the Group as at and for the six months period ended 30 September 2021 and 30 September 2020 (being the comparative period of the financial statements for the six months period ended 30 September 2021) prepared in accordance with recognition and measurement principles under Indian Accounting Standard (Ind AS) 34 "Interim Financial Reporting", specified under section 133 of the Act and other accounting principles generally accepted in India (the "Special Purpose Interim Consolidated Financial Statements") which have been approved by the Board of Directors at their Board meeting held on 10 December 2021; and

   b) As at and for the year ended 31 March 2021, 31 March 2020 and 31 March 2019: From the audited consolidated financial statements of the Group as at and for the year ended 31 March 2021, 31 March 2020 and 31 March 2019, prepared in accordance with the Indian Accounting Standards (referred to as "Ind AS") as prescribed under Section 133 of the Act and other accounting principles generally accepted in India (the "consolidated financial statements"), which have been approved by the Board of Directors at their Board meetings held on 24 September 2021, 11 November 2020 and 27 September 2019 respectively.

5) For the purpose of our examination, we have relied on Auditors' reports issued by us dated 10 December 2021, 24 September 2021, 11 November 2020 and 27 September 2019 on the consolidated financial statements of the Group as at and for the six months period ended 30 September 2021 and 30 September 2020 (being the comparative period of the financial statements for the six months period ended 30 September 2021) and as at and for the years ended 31 March 2021, 31 March 2020 and 31 March 2019, respectively as referred in paragraph 4 above.

6) As indicated in our audit reports referred in paragraph 5 above, we did not audit the financial statements of 1 subsidiary for the financial years ended 31 March 2020 and 31 March 2019 as listed in Annexure A(i) whose share of total assets, total revenues (including other income), net cash inflows / (outflows) included in the consolidated financial statements, for the relevant years is tabulated below:

(Rs. in million)

Particulars	**As at / for the year ended**	
	31 March 2020	**31 March 2019**
In respect of subsidiary:		
Total assets	53.02	33.81
Total revenues	169.23	143.70
Net cash inflow/ (outflow)	6.54	0.09

These financial statements have been audited by other auditor as mentioned in Annexure A(ii) and whose reports have been furnished to us by the Company's management and our audit opinions for the relevant years on the consolidated financial statements, in so far as it relates to the amounts and disclosures included in respect of this component for the relevant years, are based solely on the reports of the other auditors.

Our opinion on the consolidated financial statements is not modified in respect of these matters.

7) The financial information of 1 subsidiary (i.e. M G Udyog Private Limited) included in these Restated Consolidated Financial Information, for the years ended 31 March 2020 and 31 March 2019, is based on such financial statements audited by other auditor, and has been restated by the management of the Issuer to comply with basis of preparation set out in note 2 of Annexure V to the Restated Consolidated Financial Information. The restatement adjustments made to such financial statements to comply with the basis set out in note 2 of Annexure V to the Restated Consolidated Financial Information, have been audited by us.

8) Based on our examination and according to the information and explanations given to us and also as per the reliance placed on the auditors' reports issued by the other auditor, we report that the Restated Consolidated Financial Information:

a) Have been prepared after incorporating adjustments for the changes in accounting policies, material errors and regrouping/reclassifications retrospectively in the financial years ended 31 March 2021, 31 March 2020 and 31 March 2019 and for the period beginning 1 April 2020 to 30 September 2020 to reflect the same accounting treatment as per the accounting policies and grouping/ classifications followed as at and for the six months period ended 30 September 2021;

b) Does not contain any qualifications requiring adjustments. However, those qualifications in the Companies (Auditor's Report) Order, 2016 issued by the Central Government of India in terms of sub section (11) of section 143 of the Act, which do not require any corrective adjustments in the Restated Consolidated Financial Information have been disclosed in Annexure VI to the Restated Consolidated Financial Information; and

c) Have been prepared in accordance with the Act, ICDR Regulations and the Guidance Note.

9) The Restated Consolidated Financial Information do not reflect the effects of events that occurred subsequent to the respective dates of the reports on the Special Purpose Interim Consolidated Financial Statements and audited consolidated financial statements mentioned in paragraph 4 above.

10) 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 financial statements referred to herein.

11) We have no responsibility to update our report for events and circumstances occurring after the date of the report.

12) Our report is intended solely for use of the Board of Directors for inclusion in the DRHP to be filed with Securities and Exchange Board of India, the Registrar of Companies, National Capital Territory of Delhi and Haryana situated at New Delhi, and BSE Limited and National Stock Exchange of India Limited, as applicable, in connection with the proposed IPO. Our report should not be used, referred to, or distributed for any other purpose except with our prior consent in writing. Accordingly, we do not accept or assume any liability or any duty of care for any other purpose or to any other person to whom this report is shown or into whose hands it may come without our prior consent in writing.

For **B S R & Associates LLP**
Chartered Accountants
ICAI Firm's Registration No.: 116231W/W-100024

Place: New Delhi
Date: 10 December 2021

Ashwin Bakshi
Partner
Membership No.: 506777
UDIN: 21506777AAAABD7715

Annexure A

(i) List of Subsidiary of Campus Activewear Limited (formerly known as Campus Activewear Private Limited) **not audited by us**

Name of Entity	Nature of relation
M G Udyog Private Limited	Subsidiary (Ceased to be a subsidiary with effect from 24 September 2021)

(ii) Details of entities for the years not audited by us and name of the other auditor for the respective year

Particulars	Nature of relation	Year Ended	Name of the Auditor
M G Udyog Private Limited	Subsidiary	31 March 2020 31 March 2019	Brijendra & Co.

Campus Activewear Limited (formerly known as Campus Activewear Private Limited)
Annexure I
Restated Consolidated Balance Sheet
(All amounts are in INR millions except per share data or as otherwise stated)

	Notes	As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
ASSETS						
Non-current assets						
Property, plant and equipment	3	1,976.32	1,179.92	2,062.18	1,261.94	694.00
Capital work-in-progress	4	7.72	637.16	2.50	352.05	245.70
Intangible assets	5	6.04	10.68	8.78	14.32	12.49
Right-of-use assets	6	667.31	382.47	490.88	416.10	298.40
Financial assets	7					
Other financial assets		46.66	39.71	43.08	38.75	40.48
Deferred tax assets (net)	8	407.47	608.55	373.33	598.63	633.58
Income tax assets (net)	9	122.55	240.59	27.62	22.79	-
Other non-current assets	10	6.06	100.13	7.59	171.67	3.80
Total non-current assets		**3,240.13**	**3,199.21**	**3,015.96**	**2,876.25**	**1,928.45**
Current assets						
Inventories	11	2,983.36	1,979.39	2,024.96	1,699.11	1,181.55
Financial assets						
(i) Trade receivables	12	1,235.14	1,168.66	981.98	1,443.16	1,620.10
(ii) Cash and cash equivalents	13	8.99	47.13	12.05	152.88	17.59
(iii) Bank balances other than those included in cash and cash equivalents	14	-	153.84	-	450.00	-
(iv) Loans	15	10.31	11.19	4.89	14.25	13.93
(v) Other financial assets	16	39.85	3.78	4.28	6.95	3.14
Other current assets	17	854.35	616.70	803.41	549.63	290.77
Total current assets		**5,132.00**	**3,980.69**	**3,831.57**	**4,315.98**	**3,127.08**
Total assets		**8,372.13**	**7,179.90**	**6,847.53**	**7,192.23**	**5,055.53**
EQUITY AND LIABILITIES						
Equity						
Equity share capital	18	1,518.71	1,518.71	1,518.71	1,518.71	0.97
Other equity	19	1,922.57	1,115.37	1,607.64	1,328.74	2,016.75
Equity attributable to owners of the Company		**3,441.28**	**2,634.08**	**3,126.35**	**2,847.45**	**2,017.72**
Non-controlling interests	20	-	3.65	3.61	1.19	(26.28)
Total equity		**3,441.28**	**2,637.73**	**3,129.96**	**2,848.64**	**1,991.44**
Liabilities						
Non-current liabilities						
Financial liabilities						
(i) Borrowings	21	558.04	770.99	664.37	643.48	231.66
(ii) Lease liabilities	6	502.25	247.44	351.93	277.43	217.58
Provisions	22	46.02	57.36	57.29	63.69	30.20
Other non-current liabilities	23	-	-	-	-	2.87
Total non-current liabilities		**1,106.31**	**1,075.79**	**1,073.59**	**984.60**	**482.31**
Current liabilities						
Financial liabilities						
(i) Borrowings	21	1,357.65	1,720.64	691.61	1,789.15	1,515.92
(ii) Lease liabilities	6	103.42	51.39	64.51	45.58	21.26
(iii) Trade payables	24					
(a) Total outstanding dues of micro enterprises and small enterprises		131.86	55.69	86.68	40.30	15.60
(b) Total outstanding dues of creditors other than micro enterprises and small enterprises		1,931.45	1,432.52	1,621.95	1,188.13	790.21
(iv) Other financial liabilities	25	109.09	92.76	88.52	96.15	88.74
Other current liabilities	26	39.84	43.53	49.08	108.80	38.28
Provisions	22	6.29	4.54	4.73	16.73	2.23
Income tax liabilities (net)	27	144.94	65.31	36.90	74.15	109.54
Total current liabilities		**3,824.54**	**3,466.38**	**2,643.98**	**3,358.99**	**2,581.78**
Total liabilities		**4,930.85**	**4,542.17**	**3,717.57**	**4,343.59**	**3,064.09**
Total equity and liabilities		**8,372.13**	**7,179.90**	**6,847.53**	**7,192.23**	**5,055.53**
Summary of significant accounting policies	2					

Note: The above statement should be read with significant accounting policies forming part of the restated consolidated financial information in Annexure V, statement of adjustments to restated consolidated financial information in Annexure VI and notes to restated consolidated financial information in Annexure VII.

As per our report of even date attached

For **B S R & Associates LLP**
Chartered Accountants
ICAI Firm Registration Number: 116231W/W-100024

For and on behalf of the Board of Directors of
Campus Activewear Limited (formerly known as Campus Activewear Private Limited)

Ashwin Bakshi
Partner
Membership Number: 506777

Hari Krishan Agarwal
Managing Director
DIN : 00172467

Nikhil Aggarwal
CEO and Director
DIN : 01877186

Raman Chawla
Chief Financial Officer

Archana Maini
Company Secretary
Membership No.: A16092

Place: New Delhi
Date: 10 December 2021

Place: New Delhi
Date: 10 December 2021

Place: New Delhi
Date: 10 December 2021

Campus Activewear Limited (formerly known as Campus Activewear Private Limited)
Annexure II
Restated Consolidated Statement of Profit and Loss
(All amounts are in INR millions except per share data or as otherwise stated)

	Notes	For the period ended 30 September 2021	For the period ended 30 September 2020	For the year ended 31 March 2021	For the year ended 31 March 2020	For the year ended 31 March 2019
Income						
Revenue from operations	28	4,082.96	1,362.01	7,112.84	7,320.43	5,948.73
Other income	29	16.11	27.24	37.96	20.72	18.24
Total income (I)		**4,099.07**	**1,389.25**	**7,150.80**	**7,341.15**	**5,966.97**
Expenses						
Cost of materials consumed	30	2,617.45	1,204.11	4,005.97	4,138.34	3,241.99
Purchases of stock-in-trade	31	90.39	1.86	37.82	4.83	103.02
Changes in inventories of finished goods, stock-in-trade and work-in-progress	32	(753.25)	(395.86)	(299.74)	(341.89)	(133.03)
Employee benefits expense	33	315.27	258.56	551.83	570.37	431.37
Finance costs	34	88.37	84.15	171.59	165.06	211.67
Depreciation and amortisation expense	35	239.68	127.23	327.07	230.66	143.66
Other expenses	36	1,110.23	522.25	1,656.81	1,586.24	1,305.00
Total expenses (II)		**3,708.14**	**1,802.30**	**6,451.35**	**6,353.61**	**5,303.68**
Profit/ (loss) before tax		**390.93**	**(413.05)**	**699.45**	**987.54**	**663.29**
Tax expense:						
Current tax (charge)/ credit	8	(135.67)	182.72	(210.13)	(328.62)	(183.45)
Deferred tax credit/ (charge)	8	45.60	12.53	(220.69)	(35.23)	(93.84)
Total tax expenses (III)		**(90.07)**	**195.25**	**(430.82)**	**(363.85)**	**(277.29)**
Profit/ (loss) after tax (A)		**300.86**	**(217.80)**	**268.63**	**623.69**	**386.00**
Other comprehensive income						
Items that will not be reclassified subsequently to profit or loss						
Remeasurement of defined benefit plans	37	4.26	7.90	14.61	(15.35)	0.66
Income tax relating to remeasurement of defined benefit plans	37	(1.46)	(2.61)	(4.61)	3.93	(0.21)
Other comprehensive income for the period/ year, net of tax (B)		**2.80**	**5.29**	**10.00**	**(11.42)**	**0.45**
Total comprehensive income for the period/ year (A + B)		**303.66**	**(212.51)**	**278.63**	**612.27**	**386.45**
Profit after tax attributable to:						
Owners of the Company		308.65	(219.93)	268.74	615.99	384.14
Non-controlling interests		(7.79)	2.13	(0.11)	7.70	1.86
Other comprehensive income attributable to:						
Owners of the Company		2.38	4.96	7.47	(6.95)	0.45
Non-controlling interests		0.42	0.33	2.53	(4.47)	-
Total comprehensive income attributable to:						
Owners of the Company		311.03	(214.97)	276.21	609.04	384.59
Non-controlling interests		(7.37)	2.46	2.42	3.23	1.86
Earnings per equity share	38					
Basic (INR)		1.02	(0.72)	0.88	2.05	1.28
Diluted (INR)		1.02	(0.72)	0.88	2.05	1.28
Summary of significant accounting policies	2					

Note: The above statement should be read with significant accounting policies forming part of the restated consolidated financial information in Annexure V, statement of adjustments to restated consolidated financial information in Annexure VI and notes to restated consolidated financial information in Annexure VII.

As per our report of even date attached

For **B S R & Associates LLP**
Chartered Accountants
ICAI Firm Registration Number: 116231W/W-100024

For and on behalf of the Board of Directors of
Campus Activewear Limited (formerly known as Campus Activewear Private Limited)

Ashwin Bakshi
Partner
Membership Number: 506777

Hari Krishan Agarwal
Managing Director
DIN : 00172467

Nikhil Aggarwal
CEO and Director
DIN : 01877186

Raman Chawla
Chief Financial Officer

Archana Maini
Company Secretary
Membership No.: A16092

Place: New Delhi
Date: 10 December 2021

Place: New Delhi
Date: 10 December 2021

Place: New Delhi
Date: 10 December 2021

Campus Activewear Limited (formerly known as Campus Activewear Private Limited)
Annexure III
Restated Consolidated Statement of Cash Flows
(All amounts are in INR millions except per share data or as otherwise stated)

	For the period ended 30 September 2021	For the period ended 30 September 2020	For the year ended 31 March 2021	For the year ended 31 March 2020	For the year ended 31 March 2019
A. Cash flows from operating activities					
Profit/ (loss) before tax	390.93	(413.05)	699.44	987.53	663.33
Adjustments:					
Depreciation and amortisation expense	239.68	127.23	327.07	230.66	143.66
Finance costs	88.37	84.15	171.59	165.07	211.66
Finance income	(0.38)	(10.13)	(10.63)	(1.07)	(0.89)
Trade receivables written off	0.38	0.62	1.10	0.30	36.45
Allowance for expected credit loss	54.55	15.74	62.84	73.64	11.47
Advances written off	0.07	2.18	2.21	-	17.84
Property, plant and equipment written off	-	-	-	-	14.46
Liabilities/ provisions no longer required written back	-	-	0.13	(0.40)	(6.56)
Loss/ (Gain) on sale of property, plant and equipment (net)	7.77	-	(1.31)	(2.72)	(1.36)
Advance from customers written back	(0.82)	(3.83)	(0.45)	(0.74)	(1.32)
Advances to creditors written off	(3.79)	-	(8.60)	-	-
Provision for gratuity	14.61	20.32	25.49	29.44	13.04
Amortisation income on prepayments (liabilities)	-	-	-	-	(20.28)
Amortisation of security deposits debited to cost of material consumed	-	-	-	1.59	0.40
Unrealised foreign currency loss	-	-	-	-	0.32
Share based payment expenses	3.90	1.60	2.69	33.30	29.67
Provision for inventory	7.30	9.74	14.01	22.76	7.18
Provision for compensated absences	-	-	-	3.29	-
Partner's capital waived off	-	-	-	27.44	-
Operating profit before changes in assets and liabilities	**802.57**	**(165.43)**	**1,285.58**	**1,570.09**	**1,119.07**
Adjustments for changes in assets and liabilities					
(Increase) in inventories	(965.70)	(290.18)	(339.86)	(540.32)	(251.79)
(Increase)/ decrease in trade receivables	(312.01)	261.97	373.10	102.99	233.43
(Increase) in other current assets	(74.18)	(71.43)	(253.77)	(260.26)	(164.60)
(Increase)/ decrease in loans	(5.42)	3.06	3.33	(41.64)	45.98
(Increase)/ decrease in other financial assets	(41.68)	2.18	2.01	38.28	(18.94)
Decrease/ (Increase) in other non current assets	3.32	(6.72)	(6.05)	-	(3.67)
Increase/ (decrease) in trade payables	393.65	259.78	513.38	422.56	(281.62)
(Decrease) in provisions	(7.34)	(30.94)	(29.42)	(0.08)	(0.80)
Increase/ (decrease) in other current financial liabilities	7.25	9.24	8.91	31.12	(42.56)
(Decrease)/Increase in other current liabilities	(3.79)	(65.27)	(61.93)	68.79	(5.04)
(Decrease) in other non current liabilities	-	-	-	-	7.03
Cash (used in)/generated from operating activities	**(203.33)**	**(93.74)**	**1,495.28**	**1,391.53**	**636.49**
Less: Income tax paid (net of refunds)	(116.27)	(41.48)	(252.22)	(396.72)	(92.36)
Net cash (used in)/ generated from operating activities (A)	**(319.60)**	**(135.22)**	**1,243.06**	**994.81**	**544.13**
B. Cash flows from investing activities					
Purchase of property, plant and equipment including capital-work-in-progress, intangible assets, capital advances and capital creditors	(132.37)	(231.67)	(555.57)	(1,098.36)	(299.77)
Proceeds from sale of property, plant and equipment	9.47	0.74	5.68	3.03	11.37
Repayments/(Investments) in bank deposits (having original maturity of more than three months)	(0.37)	295.88	449.35	(450.97)	-
Finance income	0.38	10.13	10.63	1.07	0.89
Net cash (used in)/ generated from investing activities (B)	**(122.89)**	**75.08**	**(89.91)**	**(1,545.23)**	**(287.51)**
C. Cash flows from financing activities					
Proceeds from non-current borrowings (including current maturities)	-	255.70	256.34	618.41	187.02
Repayment of non-current borrowings (including current maturities)	(149.78)	(60.36)	(150.94)	(102.95)	(56.35)
Repayment from current borrowings	(5,733.28)	(4,859.60)	(15,928.96)	(12,068.78)	(9,564.90)
Proceeds of current borrowings	6,442.77	4,723.26	14,746.91	12,238.37	9,395.53
Proceeds from share allotment under employee stock options	-	-	-	195.28	-
Share issue expenses	-	-	-	(15.86)	-
Principal payment of lease liabilities (Refer note 6)	(37.73)	(21.62)	(46.55)	(30.90)	(15.15)
Interest paid on lease liabilities (Refer note 6)	(21.18)	(14.22)	(30.38)	(26.59)	(17.69)
Interest paid other than on lease liabilities	(62.19)	(68.77)	(140.40)	(121.27)	(183.60)
Net cash generated from/ (used in) financing activities (C)	**438.61**	**(45.61)**	**(1,293.98)**	**685.71**	**(255.14)**
Net (decrease)/ increase in cash and cash equivalents (A+B+C)	**(3.88)**	**(105.75)**	**(140.83)**	**135.29**	**1.48**
Cash and cash equivalents at the beginning of the period/ year	12.05	152.88	152.88	17.59	16.11
Adjustment of cash and cash equivalents of entity over which control was lost	0.82	-	-	-	-
Cash and cash equivalents at the end of the period/ year	**8.99**	**47.13**	**12.05**	**152.88**	**17.59**

Campus Activewear Limited (formerly known as Campus Activewear Private Limited)
Annexure III
Restated Consolidated Statement of Cash Flows
(All amounts are in INR millions except per share data or as otherwise stated)

Notes to statement of cash flows :

		As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
(i)	**Components of cash and cash equivalents:**					
	Cash on hand	0.69	0.79	0.94	0.80	1.17
	Balance with banks:					
	- In current account	8.30	46.34	11.11	152.08	15.74
	- In term deposits (with original maturity of 3 months or less)	-	-	-	-	0.68
		8.99	**47.13**	**12.05**	**152.88**	**17.59**

		For the period ended 30 September 2021	For the period ended 30 September 2020	For the year ended 31 March 2021	For the year ended 31 March 2020	For the year ended 31 March 2019
(ii)	**Change in liabilities arising from financing activities**					
	Particulars					
	Opening balance					
	Term loans (including current maturities)	921.38	815.98	815.98	300.52	170.09
	Current borrowings	434.60	1,616.65	1,616.65	1,447.06	1,616.43
	Cash flows					
	Repayment of term loans	(149.78)	(60.36)	(150.94)	(102.95)	(56.35)
	Proceeds from term loans	-	255.70	256.34	618.41	187.02
	Repayment of current borrowings	(5,733.28)	(4,859.60)	(15,928.96)	(12,068.78)	(9,564.90)
	Proceeds from current borrowings	6,442.77	4,723.26	14,746.91	12,238.37	9,395.53
	Net cash flow changes	**559.71**	**59.00**	**(1,076.65)**	**685.05**	**(38.70)**
	Closing balance					
	Term loans (including current maturities)	771.60	1,011.32	921.38	815.98	300.52
	Current borrowings	1,144.09	1,480.31	434.60	1,616.65	1,447.06
	The following is the movement in lease liabilities					
	Opening balance	416.44	323.01	323.01	248.15	156.65
	Additions	235.02	15.76	158.30	136.50	100.62
	Interest accrued on lease liabilities (Refer note 6)	21.18	14.22	30.38	26.59	17.69
	Principal payment of lease liabilities (Refer note 6)	(37.73)	(21.62)	(46.55)	(30.90)	(15.15)
	Interest paid on lease liabilities (Refer note 6)	(21.18)	(14.22)	(30.38)	(26.59)	(17.69)
	Deletions	(8.06)	(18.32)	(18.32)	(30.74)	(3.28)
	Closing balance	**605.67**	**298.83**	**416.44**	**323.01**	**238.84**

(iii) Cash flow from operating activities for the period ended 30 September 2021 is after considering corporate social responsibility expenditure of INR 0.21 million (30 September 2020: INR 0.38 million; 31 March 2021: INR 11.34 million; 31 March 2020: INR 4.95 million; 31 March 2019: INR 0.8 million)

(iv) The restated consolidated statement of cash flows has been prepared in accordance with the 'Indirect method' as set out in the Ind AS 7 on "Statement of Cash flows".

Note: The above statement should be read with significant accounting policies forming part of the restated consolidated financial information in Annexure V, statement of adjustments to restated consolidated financial information in Annexure VI and notes to restated consolidated financial information in Annexure VII.

As per our report of even date attached

For **B S R & Associates LLP**
Chartered Accountants
ICAI Firm Registration Number: 116231W/W-100024

For and on behalf of the Board of Directors of
Campus Activewear Limited (formerly known as Campus Activewear Private Limited)

Ashwin Bakshi
Partner
Membership Number: 506777

Hari Krishan Agarwal
Managing Director
DIN : 00172467

Nikhil Aggarwal
CEO and Director
DIN : 01877186

Raman Chawla
Chief Financial Officer

Archana Maini
Company Secretary
Membership No.: A16092

Place: New Delhi
Date: 10 December 2021

Place: New Delhi
Date: 10 December 2021

Place: New Delhi
Date: 10 December 2021

Campus Activewear Limited (formerly known as Campus Activewear Private Limited)
Annexure IV
Restated Consolidated Statement of Changes in Equity
(All amounts are in INR millions except per share data or as otherwise stated)

(a) Equity share capital (refer note 18)

	As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
Balance at the beginning of the period / year	1,518.71	1,518.71	1,518.71	0.97	0.97
Shares issued during the period/ year	-	-	-	1,517.74	-
Outstanding at the end of the period / year	**1,518.71**	**1,518.71**	**1,518.71**	**1,518.71**	**0.97**

(b) Other equity (refer note 19)

	Reserves and Surplus							
	Retained earnings	Securities premium	Capital reserve	Share options outstanding account	Other comprehensive income	Total attributable to owners of the Group	Attributable to Non-controlling interest	Total
Balance as at 1 April 2018	**295.44**	**2,873.58**	**(1,567.86)**	**-**	**1.33**	**1,602.49**	**(28.14)**	**1,574.35**
Restated profit for the year	384.14	-	-	-	-	**384.14**	1.86	386.00
Other comprehensive income for the year	-	-	-	-	0.45	**0.45**	-	0.45
Total comprehensive income for the year	**384.14**	**-**	**-**	**-**	**0.45**	**384.59**	**1.86**	**386.45**
Options granted during the year	-	-	-	29.67	-	**29.67**	-	29.67
Restated balance as at 31 March 2019	**679.58**	**2,873.58**	**(1,567.86)**	**29.67**	**1.78**	**2,016.75**	**(26.28)**	**1,990.47**
Ind AS 116 transition adjustments (refer statement of adjustments to restated consolidated financial information)	7.97	-	-	-	-	**7.97**	-	**7.97**
Balance as at 1 April 2019	**687.55**	**2,873.58**	**(1,567.86)**	**29.67**	**1.78**	**2,024.72**	**(26.28)**	**1,998.44**
Profit for the year	615.99	-	-	-	-	**615.99**	7.70	623.69
Other comprehensive income for the year	-	-	-	-	(6.95)	**(6.95)**	(4.47)	(11.42)
Total comprehensive income for the year	**615.99**	-	-	-	**(6.95)**	**609.04**	**3.23**	**612.27**
Transfer to retained earnings	(5.17)	-	-	-	5.17	-	-	-
Non-controlling interests waived off	-	-	-	-	-	-	**24.24**	24.24
Options granted during the year	-	-	-	33.30	-	**33.30**	-	33.30
Issue of equity shares for cash (under employee stock options scheme)	-	213.65	-	(52.10)	-	**161.55**	-	161.55
Issue of bonus shares	-	(1,499.87)	-	-	-	**(1,499.87)**	-	(1,499.87)
Balance as at 31 March 2020	**1,298.37**	**1,587.36**	**(1,567.86)**	**10.87**	**-**	**1,328.74**	**1.19**	**1,329.93**
Profit for the year	268.74	-	-	-	-	**268.74**	(0.11)	268.63
Other comprehensive income for the year	-	-	-	-	7.47	**7.47**	2.53	10.00
Total comprehensive income for the year	**268.74**	-	-	-	**7.47**	**276.21**	**2.42**	**278.63**
Transfer to retained earnings	7.47	-	-	-	(7.47)	-	-	-
Options granted during the year	-	-	-	2.69	-	**2.69**	-	2.69
Share options lapsed during the year	3.44	-	-	(3.44)	-	-	-	-
Balance as at 31 March 2021	**1,578.02**	**1,587.36**	**(1,567.86)**	**10.12**	**-**	**1,607.64**	**3.61**	**1,611.25**
Balance as at 1 April 2020	1,298.37	1,587.36	(1,567.86)	10.87	-	**1,328.74**	1.19	1,329.93
Profit for the period	(219.93)	-	-	-	-	**(219.93)**	2.13	(217.80)
Other comprehensive income for the period	-	-	-	-	4.96	**4.96**	0.33	5.29
Total comprehensive income for the period	**(219.93)**	-	-	-	**4.96**	**(214.97)**	**2.46**	**(212.51)**
Transfer to retained earnings	4.96	-	-	-	(4.96)	-	-	-
Options granted during the period	-	-	-	1.60	-	1.60	-	1.60
Share options lapsed during the period	3.44	-	-	(3.44)	-	-	-	-
Balance as at 30 September 2020	**1,086.84**	**1,587.36**	**(1,567.86)**	**9.03**	**-**	**1,115.37**	**3.65**	**1,119.02**
Balance as at 1 April 2021	1,578.02	1,587.36	(1,567.86)	10.12	-	**1,607.64**	3.61	1,611.25
Profit for the period	308.65	-	-	-	-	**308.65**	(7.79)	300.86
Other comprehensive income for the period	-	-	-	-	2.38	**2.38**	0.42	2.80
Total comprehensive income for the period	**308.65**	-	-	-	**2.38**	**311.03**	**(7.37)**	**303.66**
Transfer to retained earnings	2.38	-	-	-	(2.38)	-	-	-
Options granted during the period	-	-	-	3.90	-	**3.90**	-	3.90
Cessation of control over subsidiary	-	-	-	-	-	-	3.76	3.76
Balance as at 30 September 2021	**1,889.05**	**1,587.36**	**(1,567.86)**	**14.02**	**-**	**1,922.57**	**-**	**1,922.57**

As per our report of even date attached

For **B S R & Associates LLP**
Chartered Accountants
ICAI Firm Registration Number: 116231W/W-100024

Ashwin Bakshi
Partner
Membership Number: 506777

Place: New Delhi
Date: 10 December 2021

For and on behalf of the Board of Directors of
Campus Activewear Limited (formerly known as Campus Activewear Private Limited)

Hari Krishan Agarwal
Managing Director
DIN : 00172467

Nikhil Aggarwal
CEO and Director
DIN : 01877186

Raman Chawla
Chief Financial Officer

Archana Maini
Company Secretary
Membership No.: A16092

Place: New Delhi
Date: 10 December 2021

Place: New Delhi
Date: 10 December 2021

1. Corporate information

Campus Activewear Limited (formerly known as Campus Activewear Private Limited) is a public limited company domiciled in India (hereinafter referred as "Company" or "CAL") with its registered office situated at D-1, Udyog Nagar, main Rohtak Road, New Delhi- 110041. It was incorporated on 24 September 2008 under the Companies Act, 1956 vide Corporate Identification Number (CIN) U74120DL2008PTC183629.

The restated consolidated financial information comprise of financial statements of Campus Activewear Private Limited (the Company) and its subsidiaries (collectively, "the Group") for the six months ended 30 September 2021 and 30 September 2020 and years ended 31 March 2021, 31 March 2020 and 31 March 2019.

The Group is primarily engaged in the business of manufacturing and trading of footwear and accessories through its retail and wholesale network.

The Company was converted into a public limited company under the Companies Act, 2013 on 22 November 2021 and consequently, the name was changed to Campus Activewear Limited.

2 (a) Basis of preparation

A. Statement of compliance

The Restated Consolidated financial information of the group comprise the Restated Consolidated Balance Sheet as at 30 September 2021, 30 September 2020, 31 March 2021, 31 March 2020, 31 March 2019; the related Restated Consolidated Statement of Profit and Loss (including Other Comprehensive Income), the Restated Consolidated Statement of Changes in Equity, and the Restated Consolidated Statement of Cash Flows for the six months ended 30 September 2021 and 30 September 2020 and year ended 31 March 2021, 31 March 2020 and 31 March 2019, and the Significant accounting policies and Restated Consolidated Other Financial Information (together referred to as 'Restated Consolidated Financial Information').

The Restated Consolidated Financial Information have been prepared on a going concern basis. The accounting policies are applied consistently to all the periods presented in the Restated consolidated Financial Information.

The 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:

- Section 26 of Part I of Chapter III of the Companies Act, 2013 (the "Act");
- The Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended ("ICDR Regulations"); and and
- The Guidance Note on Reports in Company Prospectuses (Revised 2019) issued by the Institute of Chartered Accountants of India ("ICAI"), as amended from time to time (the "Guidance Note").

The Restated Consolidated Financial Information has been compiled by the Group from:

- Audited Special Purpose Interim Consolidated financial statements of the Group as at and for the six months ended 30 September 2021 and 30 September 2020 prepared in accordance with recognition and measurement principles under Indian Accounting Standard (Ind AS) 34 "Interim Financial Reporting", specified under section 133 of the Act and other accounting principles generally accepted in India.

- Audited Consolidated financial statements of the Group as at and for year ended 31 March 2021, 31 March 2020 and 31 March 2019 prepared in accordance with the Indian Accounting Standards (referred to as "Ind AS") as prescribed under Section 133 of the Act and other accounting principles generally accepted in India. Further,

- there were no changes in accounting policies during the year / period of these financial statements, except for the new and amended Indian Accounting Standard 116 "Leases" (referred to as "Ind AS 116")- Refer Annexure - "Statement of Restated Adjustment to Consolidated Financial Information");

- there were no material amounts which have been adjusted for in arriving at profit / loss of the respective periods; and

(All amounts are in INR millions except per share data or as otherwise stated)

- there were no material adjustments for reclassification of the corresponding items of income, expenses, assets and liabilities, in order to bring them in line with the groupings as per the audited special purpose interim consolidated financial statements of the Group as at and for the six months ended 30 September 2021 and the requirements of the SEBI Regulations.

The group has made adjustments for lease accounting in accordance with Ind AS 116 which came into effect on 1 April 2019 using modified retrospective approach and all the related figures have been reclassified/ regrouped to give effect to the requirements of Ind AS 116, refer Annexure - "Statement of adjustments to restated consolidated financial information".

The restated consolidated financial information of the Group for the six months ended 30 September 2021 and 30 September 2020 and year ended 31 March 2021, 31 March 2020 and 31 March 2019 were approved for issue in accordance with the resolution of the Board of Directors on 10 December 2021.

These restated consolidated financial information are presented in Indian Rupees (INR), which is also the Group's functional currency. All amounts have been rounded-off to the nearest millions, unless otherwise indicated.

B. Basis of measurement

The restated consolidated financial information have been prepared on the historical cost basis except for the following items:

(a)	Certain financial assets and liabilities (including derivatives instruments)	Fair value
(b)	Net defined benefit (asset)/ liability	Fair value of plan assets less present value of defined benefit obligations

C. Basis of consolidation

The restated consolidated financial information comprise the financial statements of the Company and its subsidiaries for the six months ended 30 September 2021 and 30 September 2020, year ended 31 March 2021, 31 March 2020 and 31 March 2019. Control is achieved when the Group is exposed, or has rights, to variable returns from its involvement with the investee and has the ability to affect those returns through its power over the investee. Specifically, the Group controls an investee if and only if the Group has:

► Power over the investee (i.e. existing rights that give it the current ability to direct the relevant activities of the investee)
► Exposure, or rights, to variable returns from its involvement with the investee, and
► The ability to use its power over the investee to affect its returns

The Group re-assesses whether or not it controls an investee if facts and circumstances indicate that there are changes to one or more of the three elements of control.

Consolidation of a subsidiary begins when the Group obtains control over the subsidiary and ceases when the Group loses control of the subsidiary. Assets, liabilities, income and expenses of a subsidiary acquired or disposed of during the year are included in the consolidated financial statements from the date the Group gains control until the date the Group ceases to control the subsidiary.

Consolidated financial statements are prepared using uniform accounting policies for like transactions and other events in similar circumstances. If a member of the Group uses accounting policies other than those adopted in the consolidated financial statements for like transactions and events in similar circumstances, appropriate adjustments are made to that Group member's financial statements in preparing the consolidated financial statements to ensure conformity with the Group's accounting policies.

The financial statements of all entities used for the purpose of consolidation are drawn up to same reporting date as that of the parent company, i.e., for the six months ended 30 September 2021 and 30 September 2020, year ended 31 March 2021, 31 March 2020 and 31 March 2019.

Consolidation procedure

(a) Combine like items of assets, liabilities, equity, income, expenses and cash flows of the parent with those of its subsidiaries. For this purpose, income and expenses of the subsidiary are based on the amounts of the assets and liabilities recognised in the restated consolidated financial information at the acquisition date.

(b) Offset (eliminate) the carrying amount of the parent's investment in each subsidiary and the parent's portion of equity of each subsidiary.

(c) Eliminate in full intragroup assets and liabilities, equity, income, expenses and cash flows relating to transactions between entities of the Group (profits or losses resulting from intragroup transactions that are recognised in assets, such as inventory and fixed assets, are eliminated in full). Ind AS 12 Income Taxes applies to temporary differences that arise from the elimination of profits and losses resulting from intragroup transactions.

Profit or loss and each component of other comprehensive income (OCI) are attributed to the equity holders of the parent of the Group.
A change in the ownership interest of a subsidiary, without a loss of control, is accounted for as an equity transaction. If the Group loses control over a subsidiary, it:
► Derecognises the assets (including goodwill) and liabilities of the subsidiary
► Derecognises the carrying amount of any non-controlling interests
► Derecognises the cumulative translation differences recorded in equity
► Recognises the fair value of the consideration received
► Recognises the fair value of any investment retained
► Recognises any surplus or deficit in profit or loss
► Reclassifies the parent's share of components previously recognised in OCI to profit or loss or retained earnings, as appropriate, as would be required if the Group had directly disposed of the related assets or liabilities.

D. Use of estimates and judgements

In preparing these restated consolidated financial information, management has made judgements, estimates and assumptions that affect the application of accounting policies and the reported amounts of assets, liabilities, income and expenses. Actual results may differ from these estimates.

Estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognized prospectively.

Judgements

Information about judgements made in applying accounting policies that have the most significant effects on the amounts recognized in the restated consolidated financial information is included in the following notes: -

- Lease classification. – refer 2(b)(viii) and Note 6
- Revenue recognition – refer 2(b)(x)

Assumptions and estimation uncertainties

Information about assumptions and estimation uncertainties made in applying accounting policies that have the most significant effects on the amounts recognized in the consolidated financial information is included in the following notes:

- Impairment test of non-financial assets: Key assumptions underlying recoverable amounts (refer 2(b)(vi))
- Measurement of defined benefit obligations: key actuarial assumptions (refer note 41)
- Recognition and measurement of provisions and contingencies: key assumptions about the likelihood and magnitude of an outflow of resources (refer 2(b)(xii))
- Impairment of financial assets (refer 2(b)(ii))
- Estimation of current tax expense and recognition of deferred tax assets (refer 2(b)(xv))

E. Measurement of fair values

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value measurement is based on the presumption that the transaction to sell the asset or transfer the liability takes place either:

- In the principal market for the asset or liability, or
- In the absence of a principal market, in the most advantageous market for the asset or liability

The principal or the most advantageous market is accessible by the Group.

The fair value of an asset or a liability is measured using the assumptions that market participants would use when pricing the asset or liability, assuming that market participants act in their best economic interest.

The finance department of the Group performs the valuations of financial assets and liabilities required for financial reporting purposes, including level 3 fair values. This team reports directly to the Chief Financial Officer. Discussions of valuation processes and results are held between the Chief Financial Officer and the finance team at least once every year in line with the group's reporting periods.

Changes in level 2 and 3 fair values are analysed at the end of each reporting period.

All assets and liabilities for which fair value is measured or disclosed in the consolidated financial information 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 prices (unadjusted) in active markets for identical assets or liabilities.
- Level 2: inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices).
- Level 3: inputs for the asset or liability that are not based on observable market data (unobservable inputs).

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

The Group recognises transfers between levels of the fair value hierarchy at the end of the reporting period during which the change has occurred.

Further information about the assumptions made in measuring fair values is included in Note 45– Financial instruments – Fair values and risk management.

2 (b) Significant accounting policies

The accounting policies set out below have been applied consistently to the periods presented in these restated consolidated financial information.

(i) Foreign currency transactions:

Transactions in foreign currencies are translated into the functional currency of the Group at the exchange rates at the dates of the transactions or an average rate if the average rate approximates the actual rate at the date of the transaction.

Monetary assets and liabilities denominated in foreign currencies are translated into the functional currency at the exchange rate at the reporting date. Non-monetary assets and liabilities that are measured at fair value in a foreign currency are translated into the functional currency at the exchange rate when the fair value was determined. Non-monetary assets and liabilities that are measured based on historical cost in a foreign currency are translated at the exchange rate at the date of the transaction. Exchange differences are recognised in profit or loss, except exchange differences arising from the translation of the following items which are recognised in OCI:

- equity investments at fair value through OCI (FVTOCI);
- qualifying cash flow hedges to the extent that the hedges are effective.

(ii) Financial instruments:

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

Recognition and initial measurement

Trade receivables are initially recognized when they are originated. All other financial assets and financial liabilities are recognized when the Group becomes a party to the contractual provisions of the instrument.

A financial asset or financial liability is initially measured at fair value plus, for an item not at fair value through profit and loss (FVTPL), transaction costs that are directly attributable to its acquisition or issue.

Classification and subsequent measurement and gain and losses

Financial assets

On initial recognition, a financial asset is classified as measured at:

- Amortised cost
- FVTOCI – debt investment
- FVTOCI – equity investment or
- FVTPL

Financial assets are not reclassified subsequent to their initial recognition, except if and in the period the Group changes its business model for managing financial assets.

A financial asset is measured at amortised cost if it meets both of the following conditions and is not designated as at FVTPL:
− the asset is held within a business model whose objective is to hold assets to collect contractual cash flows; and
− the contractual terms of the financial asset give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding.

A debt investment is measured at FVTOCI if it meets both of the following conditions and is not designated as at FVTPL:
− the asset is held within a business model whose objective is achieved by both collecting contractual cash flows and selling financial assets; and
− the contractual terms of the financial asset give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding.

On initial recognition of an equity investment that is not held for trading, the Group may irrevocably elect to present subsequent changes in the investment's fair value in OCI (designated as FVTOCI – equity investment). This election is made on an investment-by-investment basis.

All financial assets not classified as measured at amortised cost or FVTOCI as described above are measured at FVTPL. This includes all derivative financial assets. On initial recognition, the Group may irrevocably designate a financial asset that otherwise meets the requirements to be measured at amortised cost or at FVTOCI as at FVTPL if doing so eliminates or significantly reduces an accounting mismatch that would otherwise arise.

Financial assets that are held for trading or are managed and whose performance is evaluated on a fair value basis are measured at FVTPL.

Subsequent measurement

Financial assets at amortised cost are subsequently measured at amortised cost using the effective interest method. Interest income is recognised in profit or loss. Any gain or loss on derecognition is also recognised in profit or loss.

Financial assets at FVTPL are subsequently measured at fair value. Net gains and/or losses, including any interest income are recognised in the profit or loss.

Impairment of financial assets:

The Group applies expected credit loss (ECL) model for measurement and recognition of loss allowance on the following:
i Financial assets measured at amortized cost
ii. Financial assets measured at fair value through profit and loss (FVTPL)

iii. Financial assets measured at fair value through other comprehensive income (FVTOCI)

In case of trade receivables, the Group follows a simplified approach wherein an amount equal to lifetime ECL is measured and recognized as loss allowance.

In case of other assets (listed as ii and iii above), the Group determines if there has been a significant increase in credit risk of the financial asset since initial recognition. If the credit risk of such assets has not increased significantly, an amount equal to 12-month ECL is measured and recognized as loss allowance. However, if credit risk has increased significantly, an amount equal to lifetime ECL is measured and recognized as loss allowance.

Subsequently, if the credit quality of the financial asset improves such that there is no longer a significant increase in credit risk since initial recognition, the Group reverts to recognizing impairment loss allowance based on 12-month ECL.

ECL is the difference between all contractual cash flows that are due to the Group in accordance with the contract and all the cash flows that the Group expects to receive (i.e., all cash shortfalls), discounted at the original effective interest rate.

Lifetime ECL are the expected credit losses resulting from all possible default events over the expected life of a financial asset. 12-month ECL are a portion of the lifetime ECL which result from default events that are possible within 12 months from the reporting date.

ECL are measured in a manner that they reflect unbiased and probability weighted amounts determined by a range of outcomes, taking into account the time value of money and other reasonable information available as a result of past events, current conditions and forecasts of future economic conditions.

As a practical expedient, the Group uses a provision matrix to measure lifetime ECL on its portfolio of trade receivables. The provision matrix is prepared based on historically observed default rates over the expected life of trade receivables and is adjusted for forward-looking estimates. At each reporting date, the historically observed default rates and changes in the forward-looking estimates are updated.

Financial liabilities: Classification, subsequent measurement and gains and losses

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

Derecognition

Financial assets

The Group derecognises a financial asset when the contractual rights to the cash flows from the financial asset expire, or it transfers the rights to receive the contractual cash flows in a transaction in which substantially all of the risks and rewards of ownership of the financial asset are transferred or in which the Group neither transfers nor retains substantially all of the risks and rewards of ownership and does not retain control of the financial asset.

If the Group enters into transactions whereby it transfers assets recognised on its balance sheet, but retains either all or substantially all of the risks and rewards of the transferred assets, the transferred assets are not derecognised.

Financial liabilities

The Group derecognises a financial liability when its contractual obligations are discharged or cancelled, or expire.

The Group also derecognises a financial liability when its terms are modified and the cash flows under the modified terms are substantially different. In this case, a new financial liability based on the modified terms is recognised at fair value. The difference between the carrying amount of the financial liability extinguished and the new financial liability with modified terms is recognised in profit or loss

Offsetting

Financial assets and financial liabilities are offset and the net amount presented in the balance sheet when, and only when, the Group currently has a legally enforceable right to set off the amounts and it intends either to settle them on a net basis or to realise the asset and settle the liability simultaneously.

Compound financial instruments

Compound financial instruments issued by the Group comprise cumulative redeemable preference shares denominated in INR that are mandatorily redeemable at a fixed or determinable amount at a fixed or future date and the payment of dividends is discretionary.

The liability component of a compound financial instrument is initially recognised at the fair value of a similar liability that does not have an equity conversion option. The equity component is initially recognised at the difference between the fair value of the compound financial instrument as a whole and the fair value of the liability component. Any directly attributable transaction costs are allocated to the liability and equity components in proportion to their initial carrying amounts.

Subsequent to initial recognition, the liability component of a compound financial instrument is measured at amortised cost using the effective interest method. The equity component of a compound financial instrument is not remeasured subsequently.

Interest related to the financial liability is recognised in profit or loss (unless it qualifies for inclusion in the cost of an asset).

(iii) Current versus non-current classification

The Group presents assets and liabilities in the balance sheet based on current/non-current classification.

An asset is treated as current when it is:

(a) expected to be realised in, or is intended to be sold or consumed in Group’s normal operating cycle;
(b) held primarily for the purpose of being traded;
(c) expected to be realised within 12 months after the reporting date; or
(d) cash or cash equivalent unless restricted from being exchanged or used to settle a liability for at least 12 months after the reporting date.

All other assets are classified as non-current.

A liability is current when:

(a) it is expected to be settled in Group’s normal operating cycle;
(b) it is held primarily for the purpose of being traded;
(c) it is due to be settled within 12 months after the reporting date; or
(d) the Group does not have an unconditional right to defer settlement of the liability for at least 12 months after the reporting date.

All other liabilities are classified as non-current.

Deferred tax assets and liabilities are classified as non-current assets and liabilities.

(All amounts are in INR millions except per share data or as otherwise stated)

Operating cycle

Operating cycle is the time between the acquisition of assets for processing and their realisation in cash or cash equivalents. The Group has identified twelve months as its operating cycle.

(iv) Property, plant and equipment

Recognition and measurement

Property, plant and equipment is stated at cost net of accumulated depreciation and impairment loss, if any.
Subsequent costs are included in the assets carrying amount or recognised as a separate asset, as appropriate, only when it is probable of future economic benefits.
The cost of an item of property, plant and equipment comprises the cost of materials and direct labour, any other costs directly attributable to bringing the item to working condition for its intended use, and estimated costs of dismantling and removing the item and restoring the site on which it is located.

Property, plant and equipment which are not ready for intended use as on date of reporting period, are disclosed as Capital work in progress.
Any gain or loss on disposal of an item of property, plant and equipment is recognised in profit or loss.

Depreciation

Depreciation is provided on pro-rata basis on written down value method based on estimated useful life as prescribed under schedule-II of Companies Act, 2013. Freehold land is not depreciated.

The estimated useful life of assets is considered as under:-

Asset Category	Useful lives estimated by the management	Useful lives as per Schedule II of Companies Act, 2013
Buildings	30 years	30 years
Plant and machinery	15 years	15 years
Plant and machinery (Moulds)	3 years	15 years
Computers	3 years	3 years
Office equipment	5 years	5 years
Furniture and fixtures	10 years	10 years
Vehicles	8 years	8 years
Electric installations	10 years	10 years

Depreciation method, useful lives and residual values are reviewed at each financial year-end and adjusted if appropriate. In case of a revision, the unamortized depreciable amount is charged over the revised remaining useful life.

Leasehold improvements are amortised over their lease period on straight line basis from the date that they are available for use.

The useful lives have been determined based on internal and technical evaluation done by management and are in line with the estimated useful lives, to the extent prescribed by the Schedule II to the Companies Act, 2013, in order to reflect the technological obsolescence and actual usage of the asset.

(v) Other intangible assets

Intangible assets that are acquired by the Group are measured initially at cost. After initial recognition, an intangible asset is carried at its cost less any accumulated amortization and any accumulated impairment loss.

Subsequent expenditure is capitalised only when it increases the future economic benefits from the specific asset to which it relates.

Intangible assets are amortised in the Statement of Profit and Loss over their estimated useful lives, from the date that they are available for use based on the expected pattern of consumption of economic benefits of the asset.

Accordingly, at present, these are being amortised on straight line basis. Intangible assets are amortised over the best estimate of the respective useful lives as under: -

(a) Trademarks: Amortised over the period of 10 years.
(b) Softwares: Amortised over the period of 5 years.

Amortisation method, useful lives and residual values are reviewed at the end of each financial year and adjusted if appropriate.

An intangible asset is derecognized on disposal or when no future economic benefits are expected from its use and disposal.

Losses arising from retirement and gains or losses arising from disposal of an intangible asset are measured as the difference between the net disposal proceeds and the carrying amount of the asset and are recognized in the Statement of Profit and Loss.

Internally generated intangibles, excluding capitalised development costs, are not capitalised and the related expenditure is reflected in profit or loss in the period in which the expenditure is incurred

(vi) Impairment

Impairment of non-financial assets

The Group's non-financial assets, other than inventories, are reviewed at each reporting date to determine whether there is any indication of impairment. If any such indication exists, then the asset's recoverable amount is estimated.

For impairment testing, assets that do not generate independent cash inflows are grouped together into cash-generating units (CGUs). Each CGU represents the smallest group of assets that generates cash inflows that are largely independent of the cash inflows of other assets or CGUs.

The recoverable amount of a CGU (or an individual asset) is the higher of its value in use and its fair value less costs to sell. Value in use is based on the estimated future cash flows, 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 CGU (or the asset).

An impairment loss is recognised if the carrying amount of an asset or CGU exceeds its estimated recoverable amount. Impairment losses are recognised in the statement of profit and loss. Impairment loss recognised in respect of a CGU is allocated first to reduce the carrying amount of any goodwill allocated, if any to the CGU, and then to reduce the carrying amounts of the other assets of the CGU (or group of CGUs) on a *pro rata* basis.

In respect of other assets for which impairment loss has been recognised in prior periods, the Group reviews at each reporting date whether there is any indication that the loss has decreased or no longer exists. An impairment loss is reversed if there has been a change in the estimates used to determine the recoverable amount. Such a reversal is made only to the extent that the asset's carrying amount does not exceed the carrying amount that would have been determined, net of depreciation or amortisation, if no impairment loss had been recognised.

(vii) Borrowing costs

Borrowing costs are interest and other costs (including exchange differences relating to foreign currency borrowings to the extent that they are regarded as an adjustment to interest costs, if any) incurred in connection with the borrowing of funds. Borrowing costs directly attributable to acquisition or construction of an asset which necessarily take a substantial period of time to get ready for their intended use are capitalised as part of the cost of that asset. Other borrowing costs are recognised as an expense in the period in which they are incurred.

(viii) Leases

The Group's lease asset classes primarily consist of leases for land and buildings taken for Warehouses, retail stores and factories. The Group assesses whether a contract contains a lease, at inception of a contract. A contract is, or contains, a lease if the contract conveys the right to control the use of an identified asset for a period of time in

exchange for consideration. To assess whether a contract conveys the right to control the use of an identified asset, the Group assesses whether:
(i) the contract involves the use of an identified asset,
(ii) the Group has substantially all of the economic benefits from use of the asset through the period of the lease and
(iii) the Group has the right to direct the use of the asset.

At the date of commencement of the lease, the Group recognizes a right-of-use asset ("ROU") and a corresponding lease liability for all lease arrangements in which it is a lessee, except for leases with a term of twelve months or less (short-term leases) and low value leases.

For these short-term and low value leases, the Group recognizes the lease payments as an operating expense on a straight-line basis over the term of the lease.

Certain lease arrangements include the options to extend or terminate the lease before the end of the lease term. ROU assets and lease liabilities include these options when it is reasonably certain that they will be exercised. The right-of-use assets are initially recognized at cost, which comprises the initial amount of the lease liability adjusted for any lease payments made at or prior to the commencement date of the lease plus any initial direct costs.
They are subsequently measured at cost less accumulated depreciation and impairment losses. Right-of-use assets are depreciated from the commencement date on a straight-line basis over the shorter of the lease term and useful life of the underlying asset. Right of use assets are evaluated for recoverability whenever events or changes in circumstances indicate that their carrying amounts may not be recoverable.

The lease liability is initially measured at amortized cost at the present value of the future lease payments. The lease payments are discounted using the interest rate implicit in the lease or, if not readily determinable, using the incremental borrowing rates in the country of domicile of these leases.

Lease liabilities are remeasured with a corresponding adjustment to the related right of use asset if the Group changes its assessment if whether it will exercise an extension or a termination option. Lease liability and ROU asset have been separately presented in the Balance Sheet and lease payments have been classified as operating cash flows.

(ix) Inventories

Inventories are valued at the lower of cost and net realisable value. Cost is computed on First in First out ("FIFO") basis.

Raw materials: Cost includes cost of purchase and other costs incurred in bringing the inventories to their present location and condition.

Finished goods (manufactured) and work in progress: Cost includes cost of direct materials and labour and a proportion of fixed manufacturing overheads based on the normal operating capacity. Cost is determined on a FIFO basis.

Finished goods (traded): Cost includes cost of purchase and other costs incurred in bringing the inventories to their present location and condition. Cost is determined on FIFO basis.

Net realisable value is the estimated selling price in the ordinary course of business, less the estimated costs of completion and the estimated costs necessary to make the sale.

Inventories in transit are valued at the lower of cost and net realisable value.

Appropriate adjustments are made to the carrying value of damaged, slow moving and obsolete inventories based on management's current best estimate.

(x) Revenue recognition

The Group has applied Ind AS 115 which establishes a comprehensive framework for determining whether, how much and when revenue is to be recognised.

Revenue is recognised upon transfer of control of promised goods or services to customers in an amount that reflects the consideration which the Group expects to receive in exchange for those products or services.

Revenue from the sale of goods is recognised at the point in time when control is transferred to the customer which coincides with the performance obligation under the contract with the customer.
Revenue is measured based on the transaction price, which is the consideration, adjusted for discounts, price concessions and incentives, if any, as specified in the contract with the customer. Revenue also excludes taxes collected from customers. Invoices are usually payable based on the credit terms agreed with customers which vary up to 90 days.

Use of significant judgments in revenue recognition: -

Judgment is also required to determine the transaction price for the contract. The transaction price could be either a fixed amount of customer consideration or variable consideration with elements such as volume discounts, price concessions and incentives. The transaction price is also adjusted for the effects of the time value of money if the contract includes a significant financing component. Any consideration payable to the customer is adjusted to the transaction price, unless it is a payment for a distinct product or service from the customer. The estimated amount of variable consideration is adjusted in the transaction price only to the extent that it is highly probable that a significant reversal in the amount of cumulative revenue recognized will not occur and is reassessed at the end of each reporting period. The Group allocates the elements of variable considerations to all the performance obligations of the contract unless there is observable evidence that it pertains to one or more distinct performance obligations.

Management fees are recognized on an accrual basis as and when the services are rendered in accordance with the terms of the underlying contract.

Claims lodged with insurance companies are accounted for on an accrual basis, to the extent these are measurable and the ultimate collection is reasonably certain.

(xi) Government grants

Government grants are recognized where there is reasonable assurance that the grant will be received and all the attached conditions will be complied with. When the grant relates to an expense item, it is recognized as income on a systematic basis over the periods that the related costs, for which it is intended to compensate, are expensed. When the grant relates to an asset, it is netted off with the respective asset.

The Group is entitled to 'Scheme of budgetary support' under GST regime in respect of eligible manufacturing units located in specified regions. Such a grant is measured at amount receivable from the government and is recognized as other operating revenue when there is a reasonable assurance that the Group will comply with all necessary conditions attached to that. Income from such grant is recognized on a systematic basis over the periods to which they relate.

(xii) Provisions (other than employee benefits)

A provision is recognized if, as a result of a past event, the Group has a present legal or constructive obligation that can be estimated reliably, and it is probable that an outflow of economic benefits will be required to settle the obligation. Provisions are determined by discounting the expected future cash flows (representing the best estimate of the expenditure required to settle the present obligation at the balance sheet date) at a pre-tax rate that reflects current market assessments of the time value of money and the risks specific to the liability. The unwinding of the discount is recognised as finance cost. Expected future operating losses are not provided for.

Contingencies

Provision in respect of loss contingencies relating to claims, litigation, assessment, fines, penalties, etc. are recognized when it is probable that a liability has been incurred, and the amount can be estimated reliably.

(xiii) Operating segments

Operating segments are defined as components of an entity where discrete financial information is evaluated regularly by the chief operating decision market ("CODM") in deciding allocation of resources and in assessing performance. The Board of Director's is its CODM. The Group's CODM reviews financial information presented on a consolidated basis for the purposes of making operating decisions, allocating resources, and evaluating financial performance. As such, the Group has determined that it operates in one operating and reportable segment.

(xiv) Employee benefits

Short term employee benefits

Short-term employee benefit obligations are measured on an undiscounted basis and are expensed as the related service is provided. A liability is recognised for the amount expected to be paid e.g., under short-term cash bonus and compensated absence, if the Group has a present legal or constructive obligation to pay this amount as a result of past service provided by the employee, and the amount of obligation can be estimated reliably.

Share- based payment transactions

The grant date fair value of equity settled share- based payment awards granted to employees is recognised as an employee expense, with a corresponding increase in equity, over the period that the employees unconditionally become entitled to the awards. The amount recognised as expense is based on the estimate of the number of awards for which the related service and non-market vesting conditions are expected to be met, such that the amount ultimately recognised as an expense is based on the number of awards that do meet the related service and non-market conditions at the vesting date. For share-based payment awards with non-vesting conditions, the grant date fair value of the share-based payment is measured to reflect such conditions and there is no true-up for differences between expected and actual outcomes.

Defined contribution plans

A defined contribution plan is a post-employment benefit plan under which an entity pays specified contributions to a separate entity and has no obligation to pay any further amounts. The Group makes specified monthly contributions towards employee provident fund and employee's state insurance corporation which is a defined contribution plan. The Group's contribution is recognized as an expense in the Statement of Profit and Loss during the period in which the employee renders the related service.

Prepaid contributions are recognised as an asset to the extent that a cash refund or a reduction in future payments is available.

Defined benefit plans

A defined benefit plan is a post-employment benefit plan other than a defined contribution plan. The Group's gratuity benefit scheme is a defined benefit plan. The Group's net obligation in respect of a defined benefit plan is calculated by estimating the amount of future benefit that employees have earned in return for their service in the current and prior periods; that benefit is discounted to determine its present value. The fair value of plan assets is reduced from the gross obligation under the defined benefit plans, to recognise the obligation on net basis. The calculation of the Group's obligation is performed annually by a qualified actuary using the projected unit credit method.

Remeasurements of the net defined benefit liability, which comprise actuarial gains and losses, the return on plan assets (excluding interest), are recognised in OCI. The Group determines the net interest expense (income) on the net defined benefit liability (asset) for the period by applying the discount rate used to measure the defined benefit obligation at the beginning of the annual period to the then-net defined benefit liability (asset), taking into account any changes in the net defined benefit liability (asset) during the period as a result of contributions and benefit payments. Net interest expense and other expenses related to defined benefit plans are recognised in profit or loss.

When the benefits of a plan are changed or when a plan is curtailed, the resulting change in benefit that relates to past service ('past service cost' or 'past service gain') or the gain or loss on curtailment is recognised immediately in profit or loss. The Group recognises gains and losses on the settlement of a defined benefit plan when the settlement occurs.

Termination benefits

Termination benefits, in the nature of voluntary retirement benefits or termination benefits arising from restructuring, are recognised in the Statement of Profit and Loss. The Group recognises termination benefits at the earlier of the following dates:

(a) when the Group can no longer withdraw the offer of those benefits; or

(b) when the Group recognises costs for a restructuring that is within the scope of Ind AS 37: Provisions, Contingent Liabilities and Contingent Assets and involves the payment of termination benefits.

Benefits falling due more than 12 months after the end of the reporting period are discounted to their present value.

Compensated absences

Compensated absences are provided for based on actuarial valuation on projected unit credit method carried by an actuary, at each year end. Actuarial gains/losses are immediately taken to the statement of profit and loss and are not deferred. The Group 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 12 months after the reporting date.

(xv) Income taxes

Income tax comprises current and deferred tax. It is recognised in profit or loss except to the extent that it relates to an item recognised directly in equity or in other comprehensive income.

Current tax

Current tax comprises the expected tax payable or receivable on the taxable income or loss for the year and any adjustment to the tax payable or receivable in respect of previous years. The amount of current tax reflects the best estimate of the tax amount expected to be paid or received after considering the uncertainty, if any, related to income taxes. It is measured using tax rates (and tax laws) enacted or substantively enacted by the reporting date.

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

Deferred tax

Deferred tax is recognised in respect of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the corresponding amounts used for taxation purposes. Deferred tax is also recognised in respect of carried forward tax losses and tax credits. Deferred tax is not recognised for:

- temporary differences arising on the initial recognition of assets or liabilities in a transaction that affects neither accounting nor taxable profit or loss at the time of the transaction;
- taxable temporary differences arising on the initial recognition of goodwill.

Deferred tax is recognized based on the expected manner of realization or settlement of the carrying amount of assets and liabilities using tax rates enacted, or substantially enacted by the end of the reporting period.

Deferred tax assets are recognized only to the extent that is probable that future taxable profits will be available against which the assets can be utilized. Deferred tax assets are reviewed at each reporting date and reduced to the extent that it is no longer probable that the related tax benefits will be realized.

(xvi) Earnings per share

Basic earnings per share is calculated by dividing the net profit for the year attributable to equity shareholders by the weighted average number of equity shares outstanding during the year. The weighted average numbers of equity shares outstanding during the year are adjusted for events of bonus issue and share split. 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. The dilutive potential equity shares are deemed to be converted as of the beginning of the period, unless they have been issued at a later date.

(xvii) Cash and cash equivalents

Cash and cash equivalents in the balance sheet comprise cash at banks and on hand 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 as defined above, net of outstanding bank overdrafts as they are considered an integral part of the Group's cash management.

(xviii) Cash flow statement

Cash flows are reported using the indirect method, where by profit before tax is adjusted for the effects of transactions of a non-cash nature, any deferrals or accruals of past or future operating cash receipts or payments and item of income or expense associated with investing or financing cash flows. The cash flows from operating, investing and financing activities of the Group are segregated.

(xix) 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 Group or a present obligation that is not recognized 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 recognized because it cannot be measured reliably. The Group does not recognize a contingent liability but discloses its existence in the restated consolidated financial information.

(xx) Recent Accounting Pronouncements

Ministry of Corporate Affairs ("MCA") notifies new standard or amendments to the existing standards under Companies (Indian Accounting Standards) Rules as amended from time to time. There are no such recently issued standards or amendments to the existing standards for which the impact on the Restated Consolidated Financial Information is required to be disclosed.

Campus Activewear Limited (formerly known as Campus Activewear Private Limited)
Annexure VI
Statement of adjustments to restated consolidated financial information
(All amounts are in INR millions except per share data or as otherwise stated)

Part A: Statement of adjustments to restated consolidated financial information

Reconciliation between audited equity and restated equity

Particulars	**Note No.**	**As at 30 September 2021**	**As at 30 September 2020**	**As at 31 March 2021**	**As at 31 March 2020**	**As at 31 March 2019**
Other equity (as per audited financial statements)		-	-	-	-	1,998.44
Adjustments						
(i) Ind AS 116- Leases		-	-	-	-	(11.62)
(ii) Deferred tax impact on above adjustment		-	-	-	-	3.65
Total impact on adjustments		**-**	**-**	**-**	**-**	**(7.97)**
Total equity as per restated consolidated summary statement of assets and liabilities		**-**	**-**	**-**	**-**	**1,990.47**

Reconciliation between Audited Profit and Restated Profit

Particulars	**Note No.**	**As at 30 September 2021**	**As at 30 September 2020**	**As at 31 March 2021**	**As at 31 March 2020**	**As at 31 March 2019**
Profit after tax (as per audited financial statements)		-	-	-	-	393.97
Restatement adjustments						
A) Impact of Ind AS 116						
(Increase)/decrease in total expenses						
Amortisation of right-of-use assets		-	-	-	-	27.21
Interest on lease liability		-	-	-	-	17.69
Rent		-	-	-	-	(33.28)
		-	**-**	**-**	**-**	**11.62**
Deferred tax impact on above adjustments		-	-	-	-	(3.65)
Total impact on adjustments		-	-	-	-	7.97
Restated profit after tax for the period / year		**-**	**-**	**-**	**-**	**386.00**

Notes to adjustments:

1) Ind AS 116 - Leases has been notified and effective for financial statements from 01 April 2019 which prescribes the accounting of the lease contracts entered in the capacity of the lessee and a lessor. The Group has applied Ind AS 116 for preparing the Ind AS audited financial statements for the period beginning from 01 April 2019. For the purpose of preparing restated consolidated financial information, Ind AS 116 has been applied retrospectively with effect from 01 April 2018 using same accounting policy choices (transition options as per Ind AS 116) as adopted on 01 April 2019 for transition to Ind AS 116.

Effective 01 April 2018, the Group has taken the cumulative adjustment to retained earnings & lease equalisation reserve, on the date of initial application. Consequently, the Group recorded the lease liability at the present value of the lease payments discounted at the incremental borrowing rate and the right to use asset at its carrying amount as if the standard had been applied since the commencement date of the lease, but discounted at the lessee's incremental borrowing rate at the date of initial application.

Part B : Reconciliation of total equity as per audited financial statements with total equity as per Restated Ind AS Summary Statements as at 31 March 2019
The Group has followed the same accounting policy choices (transition options as per Ind AS 116) as adopted on April 01, 2019 for transition to Ind AS 116, while preparing the restated consolidated financial information for each of the year ended 31 March 2020 and 31 March 2019. As specified in the Guidance Note on Reports in Company Prospectuses issued by The Institute of Chartered Accountants of India, the equity balance computed under Restated Ind AS summary statements for the year ended 31 March 2019 and equity balance computed on transition (using modified retrospective approach) to Ind AS 116 on April 01, 2019, differs due to restatement adjustments made for each of the year ended 31 March 2019. Accordingly, the closing equity balance as at 31 March 2019 of the restated consolidated financial information has not been carried forward to opening Balance Sheet as at April 01, 2019. The reconciliation of the same is as follows:

Particulars	**Amount**
Other equity	
Restated balance as at 31 March 2019	2,016.75
Add: Adjustment on account of transition to Ind AS 116	11.62
Deferred tax impact on above adjustments	(3.65)
Balance as at 1 April 2019 as per audited financial statements for year ended 31 March 2020	**2,024.72**

Campus Activewear Limited (formerly known as Campus Activewear Private Limited)
Annexure VI
Statement of adjustments to restated consolidated financial information
(All amounts are in INR millions except per share data or as otherwise stated)

Part C -Non adjusting events

Audit qualifications for the respective years, which do not require any adjustments in the restated consolidated financial information are as follows:

Audit Qualifications in Annexure to Auditors' Report, which do not require any corrective adjustments in the Restated Consolidated Financial Information
1) In addition to the audit opinion on the consolidated financial statements, the auditors are required to comment upon the matters included in the Companies (Auditor's Report) Order, 2016 ("the CARO 2016 Order") issued by the Central Government of India under sub-section (11) of Section 143 of Companies Act, 2013 on the standalone financial statements as at and for the financial years ended 31 March 2019, 31 March 2020 and 31 March 2021 respectively. Certain statements/comments included in the CARO in the standalone financial statements, which do not require any adjustments in the Restated Consolidated Financial Information are reproduced below in respect of the financial statements presented.

Campus Activewear Limited (formerly Campus Activewear Private Limited):

For the year ended March 31, 2019, March 31, 2020 and March 31, 2021

Clause (vii) (a) of CARO 2016 Order

According to the information and explanations given to us and on the basis of our examination of the records of the company, amounts deducted/ accrued in the books of accounts in respect of undisputed statutory dues including Provident Fund, Employees' State Insurance, Income-tax, Goods and Service tax, cess and other material statutory dues have generally been regularly deposited during the period by the company with the appropriate authorities though there has been a slight delay in the payment of Income tax.

Campus AI Private Limited:

For the year ended March 31, 2019, March 31, 2020 and March 31, 2021

Clause (vii) (a) of CARO 2016 Order

According to the information and explanations given to us and on the basis of our examination of the records of the company, amounts deducted/ accrued in the books of accounts in respect of undisputed statutory dues including Provident Fund, Employees' State Insurance, Income-tax, Goods and Service tax, cess and other material statutory dues have generally been regularly deposited during the period by the company with the appropriate authorities though there has been a slight delay in the payment of Income tax.

Part D: Material re-grouping: None
Appropriate re-groupings have been made in the restated consolidated balance sheet, restated consolidated statement of profit and loss, restated consolidated statement of cash flows and restated consolidated statement of changes in equity wherever required, by reclassification of the corresponding items of income, expenses, assets, liabilities and cash flows, in order to bring them in line with the accounting policies and classification as per the Ind AS financial information of the Group for the period ended 30 September 2021 respectively prepared in accordance with Schedule III of Companies Act, 2013 (revised vide MCA notification dated 24 March 2021), requirements of Ind AS 1 and other applicable Ind AS principles and the requirements of the Securities and Exchange Board of India (Issue of Capital & Disclosure Requirements) Regulations, 2018, as amended.

(All amounts are in INR millions except per share data or as otherwise stated)

3 Property, plant and equipment

Particulars	Freehold land	Leasehold land*	Buildings	Plant and machinery	Computers	Office equipment	Furniture and fixtures	Vehicles	Electric installations	Leasehold improvements	Total
Gross block											
Balance as at 1 April 2018	75.23	68.17	192.80	312.97	15.98	15.80	29.42	14.72	28.88	11.60	**765.57**
Additions	1.00	-	51.50	93.96	4.49	17.18	18.25	27.84	3.55	9.23	**227.00**
Deletions	-	68.17	0.33	15.42	0.99	3.86	0.30	4.14	5.07	-	**98.28**
Balance as at 31 March 2019	**76.23**	**-**	**243.97**	**391.51**	**19.48**	**29.12**	**47.37**	**38.42**	**27.36**	**20.83**	**894.29**
Additions	114.59	-	185.87	365.47	8.53	15.57	19.56	1.08	21.60	11.09	**743.36**
Deletions	-	-	-	2.00	-	0.08	0.02	-	-	-	**2.10**
Balance as at 31 March 2020	**190.82**	**-**	**429.84**	**754.98**	**28.01**	**44.61**	**66.91**	**39.50**	**48.96**	**31.92**	**1,635.55**
Additions	-	-	450.50	526.02	6.19	7.62	16.82	-	42.07	7.05	**1,056.27**
Deletions	-	-	-	4.94	-	-	-	0.54	-	-	**5.48**
Balance as at 31 March 2021	**190.82**	**-**	**880.34**	**1,276.06**	**34.20**	**52.23**	**83.73**	**38.96**	**91.03**	**38.97**	**2,686.34**
Balance as at 1 April 2020	**190.82**	**-**	**429.84**	**754.98**	**28.01**	**44.61**	**66.91**	**39.50**	**48.96**	**31.92**	**1,635.55**
Additions	-	-	-	2.10	2.28	2.42	0.34	-	0.01	2.75	**9.90**
Deletions	-	-	-	0.22	-	-	-	0.54	-	-	**0.76**
Balance as at 30 September 2020	**190.82**	**-**	**429.84**	**756.86**	**30.29**	**47.03**	**67.25**	**38.96**	**48.97**	**34.67**	**1,644.69**
Balance as at 1 April 2021	**190.82**	**-**	**880.34**	**1,276.06**	**34.20**	**52.23**	**83.73**	**38.96**	**91.03**	**38.97**	**2,686.34**
Additions	-	-	-	83.35	7.52	6.62	29.32	-	0.93	1.76	129.50
Deletions/ adjustments**	-	-	6.48	48.72	0.21	1.29	1.62	-	0.40	-	58.72
Balance as at 30 September 2021	**190.82**	**-**	**873.86**	**1,310.69**	**41.51**	**57.56**	**111.43**	**38.96**	**91.56**	**40.73**	**2,757.12**
Accumulated depreciation											
Balance as at 1 April 2018	-	0.67	16.24	49.00	8.70	6.68	6.38	5.33	7.18	0.59	**100.77**
For the year	-	-	20.33	53.61	5.68	7.74	8.34	9.49	6.57	1.68	**113.44**
Deletions	-	0.67	0.02	4.96	0.49	2.74	0.14	2.18	2.72	-	**13.92**
Balance as at 31 March 2019	**-**	**-**	**36.55**	**97.65**	**13.89**	**11.68**	**14.58**	**12.64**	**11.03**	**2.27**	**200.29**
For the year	-	-	33.17	90.13	6.09	11.77	11.39	8.18	7.81	4.95	**173.49**
Deletions	-	-	-	0.14	-	0.03	-	-	-	-	**0.17**
Balance as at 31 March 2020	**-**	**-**	**69.72**	**187.64**	**19.98**	**23.42**	**25.97**	**20.82**	**18.84**	**7.22**	**373.61**
For the year	-	-	49.48	151.86	5.79	10.45	11.75	5.64	12.27	3.33	250.57
Deletions	-	-	-	0.01	0.01	-	-	-	-	-	0.02
Balance as at 31 March 2021	**-**	**-**	**119.20**	**339.49**	**25.76**	**33.87**	**37.72**	**26.46**	**31.11**	**10.55**	**624.16**
Balance as at 1 April 2020	-	-	**69.72**	**187.64**	**19.98**	**23.42**	**25.97**	**20.82**	**18.84**	**7.22**	**373.61**
For the period	-	-	18.17	52.06	5.31	2.84	4.81	2.43	3.89	1.67	91.18
Deletions	-	-	-	0.01	0.01	-	-	-	-	-	0.02
Balance as at 30 September 2020	**-**	**-**	**87.89**	**239.69**	**25.28**	**26.26**	**30.78**	**23.25**	**22.73**	**8.89**	**464.77**
Balance as at 1 April 2021	-	-	**119.20**	**339.49**	**25.76**	**33.87**	**37.72**	**26.46**	**31.11**	**10.55**	**624.16**
For the period	-	-	37.13	119.90	2.91	4.58	6.83	1.94	7.72	2.08	183.09
Deletions/ adjustments**	-	-	2.55	21.66	0.12	0.86	0.89	-	0.37	-	26.45
Balance as at 30 September 2021	**-**	**-**	**153.78**	**437.73**	**28.55**	**37.59**	**43.66**	**28.40**	**38.46**	**12.63**	**780.80**
Net block											
As at 31 March 2019	**76.23**	**-**	**207.42**	**293.86**	**5.59**	**17.44**	**32.79**	**25.78**	**16.33**	**18.56**	**694.00**
As at 31 March 2020	**190.82**	**-**	**360.12**	**567.34**	**8.03**	**21.19**	**40.94**	**18.68**	**30.12**	**24.70**	**1,261.94**
As at 31 March 2021	**190.82**	**-**	**761.14**	**936.57**	**8.44**	**18.36**	**46.01**	**12.50**	**59.92**	**28.42**	**2,062.18**
As at 30 September 2020	**190.82**	**-**	**341.95**	**517.17**	**5.01**	**20.77**	**36.47**	**15.71**	**26.24**	**25.78**	**1,179.92**
As at 30 September 2021	**190.82**	**-**	**720.08**	**872.96**	**12.96**	**19.97**	**67.77**	**10.56**	**53.10**	**28.10**	**1,976.32**

*Leasehold land is reclassified under ROU assets as at 1 April 2018 as per Ind AS 116. (Refer note 6)
** Includes deletion of assets on account of cessation of control over subsidiary on 24 September 2021.

All the title deeds of Immovable properties are held in the name of respective entities, expect as mentioned below:

Relevant line item in the Balance sheet	Description of item of property	Title deeds held in the name of	Whether title deed holder is a promoter, director or relative of promoter/director or employee of promoter/ director	Property held since which date	Reason for not being held in the name of the company	Gross carrying value as at 30 September 2021	Gross carrying value as at 30 September 2020	Gross carrying value as at 31 March 2021	Gross carrying value as at 31 March 2020	Gross carrying value as at 31 March 2019
Property, plant and equipment	Land- Baddi***	Ankit International (Partnership firm)	NA	7 February 2020	Property are in the name of the erstwhile entity, 'Ankit International' , which has converted into Campus AI Private Limited w.e.f. 7 February 2020.	-	37.31	-	37.31	-
Property, plant and equipment	Building- Baddi***	Ankit International (Partnership firm)	NA	7 February 2020		-	99.29	-	99.29	-

***As on 30 September 2021, the abovementioned properties have been transferred from Ankit international to Campus AI Private Limited.

(All amounts are in INR millions except per share data or as otherwise stated)

4 Capital work-in-progress

	Land and buildings	Plant and machinery	Furnitures and fixtures	Electrical installations	Office equipment	Computers	Leasehold improvements	Interest capitalised	Total
Gross block									
Balance as at 1 April 2018	126.91	5.51	-	0.08	-	-	-	-	**132.50**
Additions	104.62	10.43	2.58	7.25	-	-	-	12.89	**137.77**
Capitalisations	24.57	-	-	-	-	-	-	-	**24.57**
Balance as at 31 March 2019	**206.96**	**15.94**	**2.58**	**7.33**	**-**	**-**	**-**	**12.89**	**245.70**
Additions	163.40	194.55	14.33	33.45	9.54	0.21	-	9.79	**425.27**
Capitalisations	199.49	55.33	12.88	23.00	8.97	0.06	-	19.19	**318.92**
Balance as at 31 March 2020	**170.87**	**155.16**	**4.03**	**17.78**	**0.57**	**0.15**	**-**	**3.49**	**352.05**
Additions	81.50	172.13	6.66	17.28	1.08	1.40	0.46	23.93	**304.44**
Capitalisations	252.37	326.87	9.57	34.95	1.31	1.50	-	27.42	**653.99**
Balance as at 31 March 2021	**-**	**0.42**	**1.12**	**0.11**	**0.34**	**0.05**	**0.46**	**-**	**2.50**
Balance as at 1 April 2020	**170.87**	**155.16**	**4.03**	**17.78**	**0.57**	**0.15**	**-**	**3.49**	**352.05**
Additions	80.11	169.33	5.37	17.20	0.99	1.36	-	19.94	**294.30**
Capitalisations	-	4.92	3.48	0.12	0.56	0.11	-	-	**9.19**
Balance as at 30 September 2020	**250.98**	**319.57**	**5.92**	**34.86**	**1.00**	**1.40**	**-**	**23.43**	**637.16**
Balance as at 1 April 2021	**-**	**0.42**	**1.12**	**0.11**	**0.34**	**0.05**	**0.46**	**-**	**2.50**
Additions	-	7.72	-	-	-	-	-	-	**7.72**
Capitalisations	-	0.42	1.12	0.11	0.34	0.05	0.46	-	**2.50**
Balance as at 30 September 2021	**-**	**7.72**	**-**	**-**	**-**	**-**	**-**	**-**	**7.72**

Capital work-in-progress ageing schedule

CWIP	**Amount in CWIP for a period of**				**Total**
	Less than 1 year	**1-2 years**	**2-3 years**	**More than 3 years**	
As at 30 September 2021					
- Projects in progress	7.72	-	-	-	7.72
- Projects temporarily suspended	-	-	-	-	-
Total	**7.72**	**-**	**-**	**-**	**7.72**
As at 30 September 2020					
- Projects in progress	624.13	1.25	11.78	-	637.16
- Projects temporarily suspended	-	-	-	-	-
Total	**624.13**	**1.25**	**11.78**	**-**	**637.16**
As at 31 March 2021					
- Projects in progress	2.50	-	-	-	2.50
- Projects temporarily suspended	-	-	-	-	-
Total	**2.50**	**-**	**-**	**-**	**2.50**
As at 31 March 2020					
- Projects in progress	340.03	2.74	9.28	-	352.05
- Projects temporarily suspended	-	-	-	-	-
Total	**340.03**	**2.74**	**9.28**	**-**	**352.05**
As at 31 March 2019					
- Projects in progress	137.77	107.93	-	-	245.70
- Projects temporarily suspended	-	-	-	-	-
Total	**137.77**	**107.93**	**-**	**-**	**245.70**

Notes:

1. At 30 September 2021, capitalised borrowing cost related to factory under construction amounted to INR Nil million (30 September 2020: INR 19.94 million, 31 March 2021: INR 23.93 million, 31 March 2020: INR 9.79 million, 31 March 2019: INR 12.89 million) at the rate of Nil% p.a. (30 September 2020: 8.20% to 8.50% p.a., 31 March 2021: 8.20% to 8.50% p.a., 31 March 2020: 8.50% p.a., 31 March 2019: 8.90% p.a.), which will be apportioned between the assets while capitalising.

2. The Group does not have any CWIP which is overdue or has exceeded its cost compared to its original plan and hence CWIP completion schedule is not applicable.

3. Refer note 39 for capital commitments.

(All amounts are in INR millions except per share data or as otherwise stated)

5 Intangible assets

	Trademarks	Software	Total
Gross block			
Balance as at 1 April 2018	0.78	9.37	**10.15**
Additions	-	5.71	**5.71**
Deletions	-	-	**-**
Balance as at 31 March 2019	**0.78**	**15.08**	**15.86**
Additions	0.23	6.30	**6.53**
Deletions	-	-	**-**
Balance as at 31 March 2020	**1.01**	**21.38**	**22.39**
Additions	-	1.71	**1.71**
Deletions	-	-	**-**
Balance as at 31 March 2021	**1.01**	**23.09**	**24.10**
Balance as at 1 April 2020	**1.01**	**21.38**	**22.39**
Additions	-	-	**-**
Deletions	-	-	**-**
Balance as at 30 September 2020	**1.01**	**21.38**	**22.39**
Balance as at 1 April 2021	**1.01**	**23.09**	**24.10**
Additions	-	1.06	**1.06**
Deletions	-	-	**-**
Balance as at 30 September 2021	**1.01**	**24.15**	**25.16**

Accumulated amortisation	**Trademarks**	**Software**	**Total**
Balance as at 1 April 2018	0.02	1.06	**1.08**
For the year	0.08	2.21	**2.29**
Deletions	-	-	**-**
Balance as at 31 March 2019	**0.10**	**3.27**	**3.37**
For the year	0.09	4.61	**4.70**
Deletions	-	-	**-**
Balance as at 31 March 2020	**0.19**	**7.88**	**8.07**
For the year	0.10	7.15	7.25
Deletions	-	-	-
Balance as at 31 March 2021	**0.29**	**15.03**	**15.32**
Balance as at 1 April 2020	0.19	7.88	8.07
For the period	0.05	3.59	3.64
Deletions	-	-	-
Balance as at 30 September 2020	**0.24**	**11.47**	**11.71**
Balance as at 1 April 2021	0.29	15.03	15.32
For the period	0.05	3.75	3.80
Deletions	-	-	-
Balance as at 30 September 2021	**0.34**	**18.78**	**19.12**
Net block			
As at 31 March 2019	**0.68**	**11.81**	**12.49**
As at 31 March 2020	**0.82**	**13.50**	**14.32**
As at 31 March 2021	**0.72**	**8.06**	**8.78**
As at 30 September 2020	**0.77**	**9.91**	**10.68**
As at 30 September 2021	**0.67**	**5.37**	**6.04**

(All amounts are in INR millions except per share data or as otherwise stated)

6 Right-of-use assets and lease liabilities

a) First time adoption of Ind AS 116- Leases

Effective 01 April 2019 the Group adopted Ind AS 116 "Leases" and applied the standard to all lease contracts existing on 01 April 2019 using the modified retrospective method. ROU are measured at cost comprising the amount of the initial measurement of lease liability, any lease payments made at or before the commencement date. Lease liabilities were recognised based on the present value of the remaining lease payments, discounted using the incremental borrowing rate at the date of initial application.

For the purpose of preparing restated consolidated summary statement, Ind AS 116 has been applied retrospectively with effect from 01 April 2018.

The following is the summary of practical expedients elected on initial application:

1. Applied a single discount rate to a portfolio of leases of similar assets in similar economic environment with a similar end date.
2. Applied the exemption not to recognize right-of-use assets and liabilities for leases with less than 12 months of lease term on the date of initial application.
3. Applied the practical expedient to grandfather the assessment of which transactions are leases.

Accordingly, Ind AS 116 is applied only to contracts that were previously identified as leases under Ind AS 17.

The effect of adoption of Ind AS 116 is as follows:

Particulars	**As at 30 September 2021**	**As at 30 September 2020**	**As at 31 March 2021**	**As at 31 March 2020**	**As at 31 March 2019**
Balance Sheet					
Assets					
Non-current assets					
Right-of-use assets	667.31	382.47	490.88	416.10	298.40
Total assets	**667.31**	**382.47**	**490.88**	**416.10**	**298.40**
Liabilities					
Lease liabilities	605.67	298.83	416.44	323.01	238.84
Total liabilities	**605.67**	**298.83**	**416.44**	**323.01**	**238.84**
Income Statement					
Amortisation expense of right-of-use assets	52.79	32.41	69.25	52.47	27.93
Amortisation expense of leasehold land re-classified to right-of-use assets	-	-	-	-	(0.72)
Rent*	(58.91)	(35.84)	(76.93)	(57.49)	(33.28)
Interest on lease liabilities	21.18	14.22	30.38	26.59	17.69
Gain on termination of lease contracts	-	(1.33)	(1.33)	(1.59)	-
Rent waiver on lease liabilities	(7.30)	(7.62)	(10.91)	-	-
Restated loss for the period/ year	**7.76**	**1.84**	**10.46**	**19.98**	**11.62**

*Includes adjustment of prepayment portion of security deposit of INR 0.44 million in FY 2018-19

<u>Statement of cash flows (increase/(decrease)</u>					
Impact on profit and loss	(7.76)	(1.84)	(10.46)	(19.98)	(11.62)
Amortisation on right-of-use assets	52.79	32.41	69.25	52.47	27.93
Amortisation of leasehold land	-	-	-	-	(0.72)
Interest on lease liabilities	21.18	14.22	30.38	26.59	17.69
Adjustment of prepayment portion of security deposit	-	-	-	-	(0.44)
Gain on termination of lease contracts	-	(1.33)	(1.33)	(1.59)	-
Rent waiver on lease liabilities	(7.30)	(7.62)	(10.91)	-	-
Cash generated from operations (A)	**58.91**	**35.84**	**76.93**	**57.49**	**32.84**
Payment of principal portion of lease liabilities	(37.73)	(21.62)	(46.55)	(30.90)	(15.15)
Interest on lease liabilities	(21.18)	(14.22)	(30.38)	(26.59)	(17.69)
Net cash outflows from financing activities (B)	**(58.91)**	**(35.84)**	**(76.93)**	**(57.49)**	**(32.84)**
Net increase in cash and cash equivalents during the period / year (A+B)	-	-	-	-	-

There is no material impact on other comprehensive income or the basic and diluted loss per share.

(All amounts are in INR millions except per share data or as otherwise stated)

b) Group as lessee

Information about leases for which the Group is a lessee is presented below:

Right-of-use assets (ROU assets)	**Leasehold land**	**Land and building**	**Total**
Gross block			
Balance as at 1 April 2018	68.17	159.32	**227.49**
Addition for new leases	-	102.79	**102.79**
Deletions	-	(3.28)	**(3.28)**
Balance as at 31 March 2019	**68.17**	**258.83**	**327.00**
Ind AS 116 transition adjustments (refer summary of restatement adjustments)	**0.07**	**(3.24)**	**(3.17)**
Balance as at 1 April 2019	**68.24**	**255.59**	**323.83**
Addition for new leases	39.40	136.50	**175.90**
Deletions	-	(35.93)	**(35.93)**
Balance as at 31 March 2020	**107.64**	**356.16**	**463.80**
Addition for new leases	-	161.32	**161.32**
Deletions	-	(20.39)	**(20.39)**
Balance as at 31 March 2021	**107.64**	**497.09**	**604.73**
Balance as at 1 April 2020	**107.64**	**356.16**	**463.80**
Addition for new leases	-	16.07	**16.07**
Deletions	-	(20.39)	**(20.39)**
Balance as at 30 September 2020	**107.64**	**351.84**	**459.48**
Balance as at 1 April 2021	**107.64**	**497.09**	**604.73**
Addition for new leases	-	236.75	**236.75**
Deletions	(0.07)	(9.82)	**(9.89)**
Balance as at 30 September 2021	**107.57**	**724.02**	**831.59**
Accumulated amortisation			
Balance as at 1 April 2018	0.67	-	**0.67**
Amortisation charge for the year	0.72	27.21	**27.93**
Deletions/ adjustments	-	-	**-**
Balance as at 31 March 2019	**1.39**	**27.21**	**28.60**
Ind AS 116 transition adjustments (refer statement of adjustments to restated consolidated financial information)	**0.03**	**(27.21)**	**(27.18)**
Balance as at 1 April 2019	1.42	**-**	**1.42**
Amortisation charge for the year	1.05	51.42	**52.47**
Deletions/ adjustments	-	(6.19)	**(6.19)**
Balance as at 31 March 2020	**2.47**	**45.23**	**47.70**
Amortisation charge for the year	1.23	68.02	**69.25**
Deletions/ adjustments	-	(3.10)	**(3.10)**
Balance as at 31 March 2021	**3.70**	**110.15**	**113.85**
Balance as at 1 April 2020	**2.47**	**45.23**	**47.70**
Amortisation charge for the period	0.69	31.72	**32.41**
Deletions/ adjustments	-	(3.10)	**(3.10)**
Balance as at 30 September 2020	**3.16**	**73.85**	**77.01**
Balance as at 1 April 2021	**3.70**	**110.15**	**113.85**
Amortisation charge for the period	0.69	52.11	**52.79**
Deletions/ adjustments	(0.03)	(2.33)	**(2.36)**
Balance as at 30 September 2021	**4.36**	**159.93**	**164.28**
Net Block			
As at 31 March 2019	**66.78**	**231.62**	**298.40**
As at 31 March 2020	**105.17**	**310.93**	**416.10**
As at 31 March 2021	**103.94**	**386.94**	**490.88**
As at 30 September 2020	**104.48**	**277.99**	**382.47**
As at 30 September 2021	**103.21**	**564.09**	**667.31**

(All amounts are in INR millions except per share data or as otherwise stated)

The following is the movement in lease liabilities:

Lease liabilities

	As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
Opening Balance	416.44	323.01	323.01	238.84	156.65
Ind AS 116 transition adjustments (refer summary of restatement adjustments)	-	-	-	9.31	-
Adjusted balance as on 1 April 2019	-	-	-	248.15	-
Addition for new leases	235.02	15.76	158.30	136.50	100.62
Interest on lease liabilities	21.18	14.22	30.38	26.59	17.69
Payment of lease liabilities	(58.91)	(35.84)	(76.93)	(57.49)	(32.84)
Deletions	(8.06)	(18.32)	(18.32)	(30.74)	(3.28)
Closing balance	**605.67**	**298.83**	**416.44**	**323.01**	**238.84**

Refer note 45 for details regarding the contractual maturities of lease liabilities.

Lease liabilities included in the statement of financial position:-

	As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
Current	103.42	51.39	64.51	45.58	21.26
Non-current	502.25	247.44	351.93	277.43	217.58
	605.67	**298.83**	**416.44**	**323.01**	**238.84**

The following are the amounts recognised in restated consolidated statement of profit and loss:

Particulars	For the period ended 30 September 2021	For the period ended 30 September 2020	For the year ended 31 March 2021	For the year ended 31 March 2020	For the year ended 31 March 2019
Amortisation expense of right-of-use assets	52.79	32.41	69.25	52.47	27.93
Interest on lease liabilities	21.18	14.22	30.38	26.59	17.69
Gain on termination of lease contracts	-	(1.33)	(1.33)	(1.59)	-
Rent concession on lease liabilities	(7.30)	(7.62)	(10.91)	-	-
Total amount recognised in restated consolidated statement of profit and Loss	**66.67**	**37.68**	**87.39**	**77.47**	**45.62**

The table below provides details regarding the contractual maturities of lease liabilities on an undiscounted basis:

Particulars	As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
Not later than one year	151.46	76.32	98.98	72.46	42.98
Later than one year and not later than five years	438.78	221.82	299.27	234.83	164.08
Later than five years	210.37	100.77	166.40	127.45	158.33
Total	**800.61**	**398.91**	**564.65**	**434.74**	**365.39**

The Group does not face a significant liquidity risk with regard to lease liabilities as the current assets are sufficient to meet the obligations related to lease liabilities as and when they fall due.

Notes:

(i) The Group incurred INR 7.44 million (30 September 2020: INR 4.8 million; 31 March 2021: INR 12.48 million; 31 March 2020: INR 3.92 million; 31 March 2019: INR 6.67 million) towards expenses relating to short-term leases and leases of low-value assets.

(ii) The Group's leases mainly comprise of land, retail stores, office and warehousing facilities.

The Group has applied practical expedient in Indian Accounting Standard (Ind AS 116) notified vide Companies (Indian Accounting Standards) Amendment Rules, 2020 by Ministry of Corporate Affairs ('MCA') on 24 July 2020 to all rent concessions received as a direct consequence of COVID-19 pandemic. Accordingly, the Group recognized an amount of INR 7.3 million (30 September 2020: INR 7.62 million; 31 March 2021: 10.91 million) as other income.

(All amounts are in INR millions except per share data or as otherwise stated)

	As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
7 Non-current financial assets					
Other financial assets					
(unsecured, considered good unless otherwise stated)					
Bank deposits with remaining maturity of more than 12 months (at amortised cost)*	15.61	14.87	15.24	14.59	13.60
Interest accrued on deposits with banks	-	-	-	-	0.03
Security deposits at amortised cost	31.05	24.84	27.84	24.16	26.85
	46.66	**39.71**	**43.08**	**38.75**	**40.48**

*Fixed deposits pledged with Sales tax department INR 0.23 million (30 September 2020: INR 0.23 million, 31 March 2021: INR 0.23 million, 31 March 2020: INR 0.23 million, 31 March 2019: INR 0.23 million) and remaining amount is lying with bank as margin money against non fund based limit issued by bank.

Refer note 45 for information about credit risk and market risk of financial assets.

8 Deferred tax assets

A. Movement in deferred tax balances

	As at 01 April 2018	Recognized in statement of profit and loss	Recognized in other comprehensive income	As at 31 March 2019
Deferred tax assets/ (liabilities)				
Property, plant and equipment and Intangible assets	616.95	(254.99)	-	361.96
Tax losses carried forward	69.06	(5.68)	-	63.38
MAT Credit	0.01	88.64	-	88.65
Provision for employee benefits	10.20	2.91	(0.21)	12.90
Allowance for expected credit loss and credit impaired trade receivables	3.99	3.16	-	7.15
Provision for inventory	-	2.24		2.24
Impact of right of use asset and lease liabilities	-	74.52	-	74.52
Deferred tax on intra group profit elimination	2.29	3.87	-	6.16
Other temporary differences	25.13	(8.51)	-	16.62
Total	**727.63**	**(93.84)**	**(0.21)**	**633.58**

	As at 01 April 2019	Recognized in statement of profit and loss	Recognized in other comprehensive income	As at 31 March 2020
Deferred tax assets/ (liabilities)*				
Property, plant and equipment and Intangible assets	432.83	(228.77)	-	204.06
Tax losses carried forward	63.38	(48.59)	-	14.79
MAT Credit	88.65	89.40	-	178.05
Provision for employee benefits	12.90	15.01	3.93	31.84
Allowance for expected credit loss and credit impaired trade receivables	7.15	23.94	-	31.09
Provision for inventory	2.24	7.73	-	9.97
Impact of right of use asset and lease liabilities	-	90.93	-	90.93
Deferred tax on intra group profit elimination	6.16	17.81	-	23.97
Other temporary differences	16.62	(2.69)	-	13.93
Total	**629.93**	**(35.23)**	**3.93**	**598.63**

***Reconciliation with opening deferred tax asset balance**	
Balance as on 31 March 2019	**633.58**
Deferred tax on Ind AS 116 transition adjustments (refer statement of adjustments to restated consolidated financial information)	(3.65)
Balance as on 1 April 2019	**629.93**

	As at 01 April 2020	Recognized in statement of profit and loss	Recognized in other comprehensive income	As at 31 March 2021
Deferred tax assets/ (liabilities)				
Property, plant and equipment and Intangible assets	204.06	(261.72)	-	(57.66)
Tax losses carried forward	14.79	(14.79)	-	-
MAT Credit	178.05	(5.29)	-	172.76
Provision for employee benefits	31.84	(3.61)	(4.61)	23.62
Allowance for expected credit loss and credit impaired trade receivables	31.09	22.44	-	53.53
Provision for inventory	9.97	5.23	-	15.20
Impact of right of use asset and lease liabilities	90.93	20.19	-	111.12
Deferred tax on intra group profit elimination	23.97	22.61	-	46.58
Other temporary differences	13.93	(5.75)	-	8.18
	598.63	**(220.69)**	**(4.61)**	**373.33**

	As at 01 April 2020	Recognized in statement of profit and loss	Recognized in other comprehensive income	As at 30 September 2020
Deferred tax assets/ (liabilities)				
Property, plant and equipment and Intangible assets	204.06	372.30	-	576.36
Tax losses carried forward	14.79	(25.32)	-	(10.53)
MAT Credit	178.05	(190.04)	-	(11.99)
Provision for employee benefits	31.84	27.00	(2.61)	56.23
Allowance for expected credit loss and credit impaired trade receivables	31.09	(98.81)	-	(67.72)
Provision for inventory	9.97	(25.46)	-	(15.49)
Impact of right of use asset and lease liabilities	90.93	(83.98)	-	6.95
Deferred tax on intra group profit elimination	23.97	11.76	-	35.73
Other temporary differences	13.93	25.08	-	39.01
Total	**598.63**	**12.53**	**(2.61)**	**608.55**

(All amounts are in INR millions except per share data or as otherwise stated)

	As at 01 April 2021	Recognized in statement of profit and loss	Recognized in other comprehensive income	As at 30 September 2021
Deferred tax assets/ (liabilities)				
Property, plant and equipment and Intangible assets	(57.66)	23.43	-	(34.23)
MAT Credit	172.76	(11.82)	-	160.94
Provision for employee benefits	23.62	(13.70)	(1.46)	8.46
Allowance for expected credit loss and credit impaired trade receivables	53.53	(0.17)	-	53.36
Provision for inventory	15.20	(0.18)	-	15.02
Impact of right of use asset and lease liabilities	111.12	(1.73)	-	109.39
Deferred tax on intra group profit elimination	46.58	50.19	-	96.77
Other temporary differences	8.18	(0.42)	-	7.76
Total	**373.33**	**45.60**	**(1.46)**	**417.47**
Impact on account of cessation of subsidiary				
-Property, plant and equipment and Intangible assets				(21.53)
-Provision for employee benefits				11.53
Total				**407.47**

Total carryforwarded losses have been utilised till 31 March 2021.

B. Amounts recognised in profit or loss

	For the period ended 30 September 2021	For the period ended 30 September 2020	For the year ended 31 March 2021	For the year ended 31 March 2020	For the year ended 31 March 2019
Current tax expense					
Current period/ year	(135.67)	182.72	(209.55)	(328.17)	(183.29)
Adjustment for prior years	-	-	(0.58)	(0.45)	(0.16)
	(135.67)	**182.72**	**(210.13)**	**(328.62)**	**(183.45)**
Deferred tax expense					
Change in recognised temporary differences	45.60	12.53	(220.69)	(35.23)	(93.84)
	45.60	**12.53**	**(220.69)**	**(35.23)**	**(93.84)**
Total tax expense	**(90.07)**	**195.25**	**(430.82)**	**(363.85)**	**(277.29)**

C. Amounts recognised in other comprehensive income

Items that will not be reclassified subsequently to profit or loss

	For the period ended 30 September 2021	For the period ended 30 September 2020	For the year ended 31 March 2021	For the year ended 31 March 2020	For the year ended 31 March 2019
Remeasurements of defined benefit liability					
Before tax	4.26	7.90	14.61	(15.35)	0.66
Tax (expense)/ income	(1.46)	(2.61)	(4.61)	3.93	(0.21)
Net of tax	**2.80**	**5.29**	**10.00**	**(11.42)**	**0.45**

D. Reconciliation of effective tax rate

	For the period ended 30 September 2021	For the period ended 30 September 2020	For the year ended 31 March 2021	For the year ended 31 March 2020	For the year ended 31 March 2019
Profit before tax from continuing operations	390.93	(413.05)	699.45	987.54	663.29
Rate	34.94%	34.94%	34.94%	34.94%	31.20%
Tax using the Group's domestic tax rate	136.61	(144.34)	244.42	345.09	206.95
Tax effect of:					
Non-deductible expenses	0.81	(31.24)	8.93	34.59	10.83
Tax-exempt income	-	-	-	-	(31.19)
Effect of change in tax rate	1.17	(5.45)	(23.11)	1.50	87.11
Derecognition of deferred tax on goodwill*	-	-	247.17	-	-
Deferred tax on intra group profit elimination	(50.19)	(11.76)	(46.58)	(17.81)	3.87
Tax adjustment for earlier years	-	(1.20)	(0.58)	(0.45)	(0.16)
Other adjustments	1.67	(1.26)	0.57	0.93	(0.12)
	90.07	**(195.25)**	**430.82**	**363.85**	**277.29**
As per Statement of Profit and loss	**(90.07)**	**195.25**	**(430.82)**	**(363.85)**	**(277.29)**

Reconciliation of effective tax rate (in %)

	For the period ended 30 September 2021	For the period ended 30 September 2020	For the year ended 31 March 2021	For the year ended 31 March 2020	For the year ended 31 March 2019
Rate	34.94%	34.94%	34.94%	34.94%	31.20%
Tax effect of:					
Non-deductible expenses	0.21%	7.56%	1.28%	3.50%	1.63%
Tax-exempt income	0.00%	0.00%	0.00%	0.00%	-4.70%
Effect of change in tax rate	0.30%	1.32%	-3.30%	0.15%	13.13%
Derecognition of deferred tax on goodwill*	0.00%	0.00%	35.34%	0.00%	0.00%
Deferred tax on intra group profit elimination	-12.84%	2.85%	-6.66%	-1.80%	0.58%
Tax adjustment for earlier years	0.00%	0.29%	-0.08%	-0.05%	-0.02%
Other adjustments	0.43%	0.31%	0.08%	0.09%	-0.02%
	23.04%	**47.27%**	**61.59%**	**36.84%**	**41.80%**

*Pursuant to amendment by Finance Act, 2021 dated 28 March 2021, goodwill has been held as non-tax deductible asset effective 1 April, 2021. Consequently, the Company has derecognised the deferred tax assets on goodwill as on 31 March 2021 amounting to INR 247.17 million, thereby impacting profit after tax for the year. However, in view of the requirements of the Ind AS 10 Events After Reporting Date, impact of the said amendment is not considered while calculating deferred tax for the period ended 30 September 2020.

	As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
9 Income tax assets (net)					
Advance tax [Net of provision for income tax - INR 143.63 million (30 September 2020: INR 91.67 million, 31 March 2021: INR 47.92 million, 31 March 2020: INR 91.37 million, 31 March 2019: INR 0.99 million)	122.55	240.59	27.62	22.79	-
	122.55	**240.59**	**27.62**	**22.79**	**-**

(All amounts are in INR millions except per share data or as otherwise stated)

		As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
10	**Other non-current assets**					
	(unsecured, considered good unless otherwise stated)					
	Capital advances	3.33	93.41	1.54	171.67	3.04
	Prepaid expenses	2.73	-	-	-	0.76
	Balance with government authorities	-	6.72	6.05	-	-
		6.06	**100.13**	**7.59**	**171.67**	**3.80**
11	**Inventories**					
	(valued at lower of cost and net realisable value)					
	Raw materials *	933.40	604.88	732.72	704.32	513.48
	Work in progress	443.28	404.35	343.25	321.40	205.49
	Finished goods *#	1,592.14	973.94	938.92	661.03	435.05
	Packing material	65.79	35.90	54.02	42.30	34.71
	Less: Provision for inventory	(51.25)	(39.68)	(43.95)	(29.94)	(7.18)
		2,983.36	**1,979.39**	**2,024.96**	**1,699.11**	**1,181.55**
	Carrying amount of inventories pledged as security for borrowings	**2,983.36**	**1,979.39**	**2,024.96**	**1,699.11**	**1,181.55**

* Includes goods in transit raw material INR 32.48 million (30 September 2020: INR 19.92 million, 31 March 2021: INR 25.80 million, 31 March 2020: INR 2.93 million, 31 March 2019: INR 9.32 million), and finished goods INR Nil million (30 September 2020: INR 0.57 million, 31 March 2021: INR Nil million, 31 March 2020: INR Nil million, 31 March 2019: INR 1.23 million)

The Group has recorded provision of INR 20.09 million on raw material during the period ended 30 September 2021 (30 September 2020: INR 15.92 million) and year ended (31 March 2021: INR 19.47 million, 31 March 2020: INR 21.2 million, 31 March 2019: INR 4.76 million), INR 1.5 million on work in progress (30 September 2020: INR 2.49 million, 31 March 2021: INR 1.43 million, 31 March 2020: INR 7.85 million, 31 March 2019: INR 1.46 million) and INR 29.66 million on finished goods (30 September 2020: INR 21.27 million, 31 March 2021: INR 23.05 million, 31 March 2020: INR 0.89 million, 31 March 2019: INR 0.96 million) on account of slow moving and non moving inventory.

Finished goods include both Stock in trade and manufactured goods, as both are stocked together.

		As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
12	**Trade receivables**					
	Trade receivables considered good- secured	-	-	-	-	-
	Trade receivables- considered good unsecured*	1,309.63	1,241.74	1,101.38	1,514.43	1,620.10
	Trade receivables which have significant increase in credit risk	-	-	-	-	-
	Trade receivables- credit impaired	139.44	39.20	39.98	25.27	22.90
		1,449.07	1,280.94	1,141.36	1,539.70	1,643.00
	Less: Allowance for expected credit loss	(74.49)	(73.08)	(119.40)	(71.27)	-
	Less: Allowance for credit impaired trade receivables	(139.44)	(39.20)	(39.98)	(25.27)	(22.90)
		1,235.14	**1,168.66**	**981.98**	**1,443.16**	**1,620.10**

*Refer note 45 for information about credit risk and market risk of trade receivables.

Trade receivables ageing schedule

	Outstanding for following periods from due date of payment						
As at 30 September 2021	**Not Due**	**Less than 6 months**	**6 months -1 year**	**1-2 years**	**2-3 years**	**More than 3 years**	**Total**
Particulars							
(i) Undisputed trade receivables – considered good	758.12	404.49	83.04	63.98	-	-	1,309.63
(ii) Undisputed trade receivables – which have significant increase in credit risk	-	-	-	-	-	-	-
(iii) Undisputed trade receivables – credit impaired	0.14	2.74	15.55	47.55	9.93	7.86	83.77
(iv) Disputed trade receivables considered good	-	-	-	-	-	-	-
(v) Disputed trade receivables - which have significant increase in credit risk	-	-	-	-	-	-	-
(vi) Disputed trade receivables – credit impaired	-	0.20	27.64	27.83	-	-	55.67
Total	**758.26**	**407.43**	**126.23**	**139.36**	**9.93**	**7.86**	**1,449.07**

	Outstanding for following periods from due date of payment						
As at 30 September 2020	**Not Due**	**Less than 6 months**	**6 months -1 year**	**1-2 years**	**2-3 years**	**More than 3 years**	**Total**
Particulars							
(i) Undisputed trade receivables – considered good	661.46	324.92	236.02	12.65	6.69	-	1,241.74
(ii) Undisputed trade receivables – which have significant increase in credit risk	-	-	-	-	-	-	-
(iii) Undisputed trade receivables – credit impaired	4.25	2.99	12.22	12.36	5.04	2.34	39.20
(iv) Disputed trade receivables considered good	-	-	-	-	-	-	-
(v) Disputed trade receivables - which have significant increase in credit risk	-	-	-	-	-	-	-
(vi) Disputed trade receivables – credit impaired	-	-	-	-	-	-	-
Total	**665.71**	**327.91**	**248.24**	**25.01**	**11.73**	**2.34**	**1,280.94**

	Outstanding for following periods from due date of payment						
As at 31 March 2021	**Not Due**	**Less than 6 months**	**6 months -1 year**	**1-2 years**	**2-3 years**	**More than 3 years**	**Total**
Particulars							
(i) Undisputed trade receivables – considered good	589.07	342.63	95.69	73.99	-	-	1,101.38
(ii) Undisputed trade receivables – which have significant increase in credit risk	-	-	-	-	-	-	-
(iii) Undisputed trade receivables – credit impaired	-	7.43	3.72	14.22	12.18	2.43	39.98
(iv) Disputed trade receivables considered good	-	-	-	-	-	-	-
(v) Disputed trade receivables - which have significant increase in credit risk	-	-	-	-	-	-	-
(vi) Disputed trade receivables – credit impaired	-	-	-	-	-	-	-
Total	**589.07**	**350.06**	**99.41**	**88.21**	**12.18**	**2.43**	**1,141.36**

(All amounts are in INR millions except per share data or as otherwise stated)

As at 31 March 2020	Not Due	Less than 6 months	6 months -1 year	1-2 years	2-3 years	More than 3 years	Total
	Outstanding for following periods from due date of payment						
Particulars							
(i) Undisputed trade receivables – considered good	905.90	586.49	7.67	14.36	0.01	-	1,514.43
(ii) Undisputed trade receivables – which have significant increase in credit risk	-	-	-	-	-	-	-
(iii) Undisputed trade receivables – credit impaired	-	-	10.48	11.43	3.36	-	25.27
(iv) Disputed trade receivables considered good	-	-	-	-	-	-	-
(v) Disputed trade receivables - which have significant increase in credit risk	-	-	-	-	-	-	-
(vi) Disputed trade receivables – credit impaired	-	-	-	-	-	-	-
Total	**905.90**	**586.49**	**18.15**	**25.79**	**3.37**	**-**	**1,539.70**

As at 31 March 2019	Not Due	Less than 6 months	6 months -1 year	1-2 years	2-3 years	More than 3 years	Total
	Outstanding for following periods from due date of payment						
Particulars							
(i) Undisputed trade receivables – considered good	1,034.71	535.67	45.27	4.45	-	-	1,620.10
(ii) Undisputed trade receivables – which have significant increase in credit risk	-	-	-	-	-	-	-
(iii) Undisputed trade receivables – credit impaired	-	5.14	6.13	11.63	-	-	22.90
(iv) Disputed trade receivables considered good	-	-	-	-	-	-	-
(v) Disputed trade receivables - which have significant increase in credit risk	-	-	-	-	-	-	-
(vi) Disputed trade receivables – credit impaired	-	-	-	-	-	-	-
Total	**1,034.71**	**540.81**	**51.40**	**16.08**	**-**	**-**	**1,643.00**

	As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
13 Cash and cash equivalents					
Cash in hand	0.69	0.79	0.94	0.80	1.17
Balance with banks:				-	
- In current account	8.30	46.34	11.11	152.08	15.74
Fixed deposits (with original maturity of less than 3 months)	-	-	-	-	0.68
Total	**8.99**	**47.13**	**12.05**	**152.88**	**17.59**

Refer note 45 for information about credit risk and market risk of financial assets.

	As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
14 Bank balances other than those included in cash and cash equivalents					
(unsecured, considered good unless otherwise stated)					
Fixed deposits with remaining maturity of more than 3 months but less than 12 months	-	153.84	-	450.00	-
Total	**-**	**153.84**	**-**	**450.00**	**-**

Refer note 45 for information about credit risk and market risk of financial assets.

	As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
15 Loans					
Loans to employees	10.31	11.19	4.89	14.25	13.93
Total	**10.31**	**11.19**	**4.89**	**14.25**	**13.93**
Sub-classification of loans:					
Loan receivables considered good- Secured	-	-	-	-	-
Loan receivables considered good- Unsecured	10.31	11.19	4.89	14.25	13.93
Loan receivables which have significant increase in credit risk	-	-	-	-	-
Loan receivables- credit impaired	-	-	-	-	-

Refer note 45 for information about credit risk and market risk of financial assets.

	As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
16 Other financial assets					
(unsecured, considered good unless otherwise stated)					
Insurance claim receivable	-	-	-	-	3.14
Other receivables	39.85	3.78	4.28	6.95	-
Total	**39.85**	**3.78**	**4.28**	**6.95**	**3.14**

Refer note 45 for information about credit risk and market risk of financial assets.

	As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
17 Other current assets					
Advances to suppliers	56.89	14.03	10.74	11.77	13.85
Balance with government authorities	770.87	587.72	782.07	527.30	268.88
Prepaid expenses	26.59	14.95	10.60	10.56	8.04
Total	**854.35**	**616.70**	**803.41**	**549.63**	**290.77**

(All amounts are in INR millions except per share data or as otherwise stated)

	As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
18 Share capital					
Authorised equity share capital					
453,500,000 (30 September 2020: 300,500,000, 31 March 2021: 453,500,000, 31 March 2020: 300,500,000, 31 March 2019: 500,000) equity shares of INR 10 each^	4,535.00	3,005.00	4,535.00	3,005.00	5.00
Nil (30 September 2020: 153,000,000, 31 March 2021: Nil, 31 March 2020: 153,000,000, 31 March 2019: 153,000,000) redeemable preference shares of INR 10 each^	-	1,530.00	-	1,530.00	1,530.00
	4,535.00	**4,535.00**	**4,535.00**	**4,535.00**	**1,535.00**
Issued, subscribed and fully paid-up					
151,871,564 (30 September 2020: 151,871,564, 31 March 2021: 151,871,564, 31 March 2020: 151,871,564, 31 March 2019: 97,331) equity shares of INR 10 each^	1,518.71	1,518.71	1,518.71	1,518.71	0.97
	1,518.71	**1,518.71**	**1,518.71**	**1,518.71**	**0.97**

Rights, preferences and restrictions attached to equity shares

(a) The Company has only one class of equity shares having par value of INR 10 per share. Each holder of equity shares is entitled to one vote per share.^

(b) In the event of liquidation of the Company, the holders of equity shares will be entitled to receive remaining assets of the Company, after distribution of all preferential amounts. The distribution will be in proportion to the number of equity shares held by shareholders.

Employee stock options

Terms attached to stock options granted to employees are disclosed in note 42 regrading share-based payments.

Reconciliation of number of equity shares outstanding at the beginning and end of the year/ period:

	No. of Shares	Amount
Outstanding as at 01 April 2018	97,331	0.97
Shares issued during the year	-	-
Outstanding as at 31 March 2019	**97,331**	**0.97**
Shares issued as bonus shares	149,987,071	1,499.87
Shares issued on exercise of employee stock options (refer note 42)	1,787,162	17.87
Outstanding as at 31 March 2020	**151,871,564**	**1,518.71**
Shares issued during the year	-	-
Outstanding as at 31 March 2021	**151,871,564**	**1,518.71**
Outstanding as at 01 April 2020	151,871,564	1,519
Shares issued during the period	-	-
Outstanding as at 30 September 2020	**151,871,564**	**1,518.71**
Outstanding as at 01 April 2021	151,871,564	1,518.71
Shares issued during the period	-	-
Outstanding as at 30 September 2021	**151,871,564**	**1,518.71**

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

Equity shares of INR 10 each fully paid up held by^		As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
-Hari Krishan Agarwal	**No. of shares**	98,688,000	98,688,000	98,688,000	98,688,000	64,000
	Percentage	64.98%	64.98%	64.98%	64.98%	65.76%
-Nikhil Aggarwal	**No. of shares**	20,633,502	20,633,502	20,633,502	20,633,502	13,381
	Percentage	13.59%	13.59%	13.59%	13.59%	13.75%
-TPG Growth III SF PTE. Limited	**No. of shares**	26,153,846	26,153,846	26,153,846	24,607,236	15,958
	Percentage	17.22%	17.22%	17.22%	16.20%	16.40%

Shares reserved for issue under options:

		As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
Under employee stock option scheme (718,452 equity shares of INR 10 each, at an exercise price of INR 109.27) (30 September 2020: 342,324 equity shares of INR 10 each, at an exercise price of INR 109.27) (31 March 2021: 291,438 equity shares of INR 10 each, at an exercise price of INR 109.27) (31 March 2020: 1,159,600 equity shares of INR 10 each, at an exercise price of INR 109.27) (31 March 2019: 2,013 equity shares of INR 10 each, at an exercise price of INR 168,500) (refer note 42)^	**No. of shares**	718,452	342,324	291,438	1,159,600	2,013
	Amount	7.18	3.42	2.91	11.60	0.02

Aggregate number of shares issued for consideration other than cash during the period of five years immediately preceding the reporting date:-

During the five period ended 30 September 2021, 30 September 2020, 31 March 2021, 31 March 2020 and 31 March 2019:-

Bonus issues:-

The shareholders of the Company at its general meeting held on 27 September 2019 approved the allotment of bonus share in the ratio of 1:1541 as on the record date of 27 September 2019 to each of the equity shareholders of the Company. Subsequently, 149,987,071 Bonus Shares of 10 each amounting to INR 1,499.87 Million, were allotted on 26 October 2019 in the ratio of 1:1541 to the eligible equity shareholders.^

Shares reserved for issue under options :-

Information relating to the Group's share based payment plans, including details of options issued, exercised and lapsed during the financial year and options outstanding at the end of the reporting period, is set out in note 42.

^The Board of Directors and shareholders of the Company at their meeting held on 9 November 2021, have approved stock split of one equity share having face value of INR 10 each into two equity shares having face value of INR 5 each.

Details of equity shares held by promoters

As at 30 September 2021

Promoter's Name	No. of shares at the beginning of the period	Change during the period	No. of shares at the end of the period	% of Total Shares	% Change during the period
-Hari Krishan Agarwal	98,688,000	-	98,688,000	64.98%	-
-Nikhil Aggarwal	20,633,502	-	20,633,502	13.59%	-
	119,321,502	**-**	**119,321,502**	**78.57%**	**-**

(All amounts are in INR millions except per share data or as otherwise stated)

As at 30 September 2020

Promoter's Name	No. of shares at the beginning of the period	Change during the period	No. of shares at the end of the period	% of Total Shares	% Change during the period
-Hari Krishan Agarwal	98,688,000	-	98,688,000	64.98%	-
-Nikhil Aggarwal	20,633,502	-	20,633,502	13.59%	-
	119,321,502	**-**	**119,321,502**	**78.57%**	**-**

As at 31 March 2021

Promoter's Name	No. of shares at the beginning of the year	Change during the year	No. of shares at the end of the year	% of Total Shares	% Change during the year
-Hari Krishan Agarwal	98,688,000	-	98,688,000	64.98%	-
-Nikhil Aggarwal	20,633,502	-	20,633,502	13.59%	-
	119,321,502	**-**	**119,321,502**	**78.57%**	**-**

As at 31 March 2020

Promoter's Name	No. of shares at the beginning of the year	Change during the year*	No. of shares at the end of the year	% of Total Shares	% Change during the year
-Hari Krishan Agarwal	64,000	98,624,000	98,688,000	64.98%	-0.78%
-Nikhil Aggarwal	13,381	20,620,121	20,633,502	13.59%	-0.16%
	77,381	**119,244,121**	**119,321,502**	**78.57%**	**-0.94%**

*Represents issue of bonus shares

As at 31 March 2019

Promoter's Name	No. of shares at the beginning of the year	Change during the year	No. of shares at the end of the year	% of Total Shares	% Change during the year
-Hari Krishan Agarwal	64,000	-	64,000	65.76%	-
-Nikhil Aggarwal	13,381	-	13,381	13.75%	-
	77,381	**-**	**77,381**	**79.51%**	**-**

	As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
19 Other equity					
Retained earnings	1,889.05	1,086.84	1,578.02	1,298.37	679.58
Securities premium	1,587.36	1,587.36	1,587.36	1,587.36	2,873.58
Other comprehensive income	-	-	-	-	1.78
Capital reserve	(1,567.86)	(1,567.86)	(1,567.86)	(1,567.86)	(1,567.86)
Share options outstanding account	14.02	9.03	10.12	10.87	29.67
	1,922.57	**1,115.37**	**1,607.64**	**1,328.74**	**2,016.75**

	As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
(i) Retained earnings					
Balance at the beginning of the period/ year	1,578.02	1,298.37	1,298.37	679.58	295.44
Ind AS 116 transition adjustments (refer statement of adjustments to restated consolidated financial information)	-	-	-	7.97	-
Add: Profit/ (loss) for the period/ year	308.65	(219.93)	268.74	615.99	384.14
Add: Transfer from other comprehensive income	2.38	4.96	7.47	(5.17)	-
Share options lapsed during the period/ year	-	3.44	3.44	-	-
Balance at the end of the period/ year	**1,889.05**	**1,086.84**	**1,578.02**	**1,298.37**	**679.58**
(ii) Securities premium					
Balance at the beginning of the period/ year	1,587.36	1,587.36	1,587.36	2,873.58	2,873.58
Add: Premium on equity shares issued during the period/ year	-	-	-	213.65	-
Less: Utilised on issue of bonus shares	-	-	-	(1,499.87)	-
Balance at the end of the period/ year	**1,587.36**	**1,587.36**	**1,587.36**	**1,587.36**	**2,873.58**
(iii) Other comprehensive income					
Balance at the beginning of the period/ year	-	-	-	1.78	1.33
Add: Addition during the period/ year	2.38	4.96	7.47	(6.95)	0.45
Less: Transfer to retained earnings	(2.38)	(4.96)	(7.47)	5.17	-
Balance at the end of the period/ year	**-**	**-**	**-**	**-**	**1.78**
(iv) Capital reserve					
Balance at the beginning of the period/ year	(1,567.86)	(1,567.86)	(1,567.86)	(1,567.86)	(1,567.86)
Balance at the end of the period/ year	**(1,567.86)**	**(1,567.86)**	**(1,567.86)**	**(1,567.86)**	**(1,567.86)**
(v) Share options outstanding account					
Balance at the beginning of the period/ year	10.12	10.87	10.87	29.67	-
Add: Addition during the period/ year	3.90	1.60	2.69	33.30	29.67
Less: Share options lapsed during the period/ year	-	(3.44)	(3.44)	-	-
Less: Shares issued during the period/ year	-	-	-	(52.10)	-
Balance at the end of the period/ year	**14.02**	**9.03**	**10.12**	**10.87**	**29.67**

Nature and purpose of other reserves

a. Retained earnings is the profit/loss accumulated as on Balance Sheet date.

b. Securities premium is used to record the premium on issue of shares. The reserve is utilised in accordance with the provisions of the Companies Act, 2013.

c. Capital reserve represents the difference between the consideration paid and net assets acquired on business combination under common control.

d. Share options outstanding account represents employee stock options granted to employee as per employee stock options scheme.

20 Non-controlling interests

	As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
Opening balance	3.61	1.19	1.19	(26.28)	(28.14)
Share of Profit/ (Loss) for the period/ year	(7.37)	2.46	2.42	3.23	1.86
Adjustment	3.76*	-	-	24.24	-
Balance at the end of the period/ year	**-**	**3.65**	**3.61**	**1.19**	**(26.28)**

*Includes impact on account of loss of control over subsidiary

(All amounts are in INR millions except per share data or as otherwise stated)

	As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
21 Borrowings					
Non-current borrowings					
Term loans (Secured)					
From Banks					
HDFC Bank Limited (refer note -(i))	369.51	535.93	475.74	442.81	283.71
Axis Bank Limited (refer note -(ii))	402.09	468.98	445.64	363.15	-
Vehicle loans (Secured)					
From Banks					
HDFC Bank Limited (refer note (iii))	-	1.09	-	1.68	2.79
Yes Bank Limited (refer note (iii))	-	5.32	-	8.34	14.02
Less: Current maturities of above long term borrowings	(213.56)	(240.33)	(257.01)	(172.50)	(68.86)
	558.04	**770.99**	**664.37**	**643.48**	**231.66**
Current borrowings					
Cash credit (Secured)					
HDFC Bank Limited (refer note -(i))	288.22	247.32	113.93	273.24	1,054.71
Axis Bank Limited (refer note -(ii))	-	-	1.21	-	-
Working capital demand loan (Secured)					
HDFC Bank Limited (refer note -(i))	440.00	750.00	-	900.00	-
Axis Bank Limited (refer note -(ii))	250.00	200.00	250.00	-	-
Bill discounting (Unsecured)					
ICICI Bank Limited (refer note -(v))	140.57	-	-	-	-
Channel financing (Secured)-(iv)	25.30	282.99	69.46	443.41	392.35
Current maturities of long term borrowings	213.56	240.33	257.01	172.50	68.86
	1,357.65	**1,720.64**	**691.61**	**1,789.15**	**1,515.92**

The Group's exposure to currency and liquidity risk related to financial liabilities is disclosed in note 45.

Notes

(i) a. Term loans and cash credit from HDFC bank in financial year 2018-19 are secured by:-
1. Exclusive charge on all movable fixed assets (Present & future, excluding specifically charged to lender)
2. Exclusive charge on all current assets (present & future)
3. Corporate guarantee of M/s MG Udyog private limited- Owner of Collateral security (H-6, Udyog Nagar, PO Peeragarhi)
4. Exclusive charge on properties:-
   (i) Plot C-9, Dehradun
   (ii) Plot C-10 Dehradun
   (iii) Plot no 61, Baddi
   (iv) H-6, Udyog Nagar, New Delhi (Owned by MG Udyog private Limited)
   (v) D-1, Udyog Nagar, New Delhi
5. Exclusive charge on factory land & building at plot no 39-40, sector-8A, IIE Bhel, Haridwar, Uttarakhand.
6. Personal guarantee of Mr. Hari Krishan Agarwal and Mr. Nikhil Aggarwal

b. Term loans and cash credit from HDFC bank are secured in financial year 2019-20 by:-
1. Exclusive charge on all movable fixed assets (present and future, excluding specifically charged to lender)
2. Exclusive charge on all current assets (present and future)
3. Exclusive charge on properties:-
   (i) Plot C-9, Dehradun
   (ii) Plot C-10 Dehradun
   (iii) Plot no 61, Baddi
   (iv) H-6, Udyog Nagar, New Delhi (Owned by MG Udyog private Limited)
   (v) D-1, Udyog Nagar, New Delhi
4. Exclusive charge on factory land and building at plot no 39-40, sector-8A, IIE Bhel, Haridwar, Uttarakhand.

c. Term loans from HDFC bank and cash credit from banks are secured in financial year 2020-21 and for the period ended 30 September 2021 by:-
1. Movable fixed assets - Exclusive charge on all movable fixed assets (present and future, excluding Ganuar, Sonipat Unit & other movable fixed assets as excluding specifically charged to any lender).
Only for Ganaur, Sonipat unit, Axis bank will have exclusive charge on movable fixed assets.
2. Stock and book debt- First Paripassu charge on all current assets (present and future)
3. Factory land and building: Exclusive charge on
properties:-
   (i) Plot C-9, Dehradun
   (ii) Plot C-10 Dehradun
   (iii) Plot no 61, Baddi
4. Factory land and building: Exclusive charge on (1) Factory land and building at plot no 39-40, Sector-8A, IIE BHEL, Haridwar, Uttarakhand, (2) Property bearing No J-17, Udyog Nagar, Rohtak Road, New Delhi-110041.

Cash Credit/ Working capital demand loan from Axis Bank are secured in 2020-21 and period ended 30 September 2021 by:-

Primary- First Pari passu charge on the current assets of the Company, present and future.

Collateral- Extension of charge over property including equitable mortgage on project land and building and moveable fixed assets of the Sonipat facility located at Village Panchi Gujran, Tehsil Ganaur, District Sonipat.

(ii) Term loan from Axis bank is secured by exclusive charge on the land and building, plant and machinery and other moveable fixed assets of the Ganaur, Sonipat property.

(iii) Loan for vehicles is secured against hypothecation of the respective vehicles.

(iv) The Company has entered into guarantee agreement with Axis Bank Limited wherein the CAL has guaranteed the repayment of the amounts due by the authorised dealers to the bank under two schemes.

Scheme 1: Post completion of six months of Scheme 2, the authorised dealer will be onboarded on Scheme 1, with the followings criteria:

Authorised dealers having a limit requirement of minimum of INR 2.5 million and maximum of INR 30 million.
Authorised dealers should have a vintage of more that 3 years with CAL and 5 years in same line of business.
Authorised dealers with a minimum dependency of 50% on CAL.
Authorised dealers who have profitability (profit after tax) record for the last two years.
Authorised dealers not appearing in the Company's defaulter list and not having legal dispute with CAL & Campus AI Private Limited (CAIPL) in the past since inception of dealership with CAL/CAIPL in the past.
Authorised dealers not appearing in the defaulters' lists checked by the bank.
CAL will provide First Loss Deficiency Guarantee to the extent of 30% of scheme limit i.e. INR 150 million, to be replenished annually.

Scheme 2: Scheme will be valid from date of first disbursement till a period of six months and will be utilised to take over existing program of CAL from Yes Bank. The authorised dealers to satisfy the following criteria:

Authorised dealers having a limit requirement of minimum of INR 2.5 million and maximum of INR 30 million.
Authorised dealers should have a vintage of more that 3 years with CAL and 5 years in same line of business.
Authorised dealers with a minimum dependency of 50% on CAL.
Authorised dealers who have profitability (profit after tax) record for the last two years.
Authorised dealers not appearing in the defaulters' lists checked by the bank.
CAL will provide First Loss Deficiency Guarantee to the extent of 50% of scheme limit i.e. INR 250 million.

(All amounts are in INR millions except per share data or as otherwise stated)

(v) The Company has entered into an arrangement of bill discounting facility with ICICI Bank Limited for the purpose of providing revolving line of credit to the vendor(s) for discounting the biils of exchange drawn by the vendors and accepted by the Company towards the goods or services received. The overall limit of this facility is restricted to INR 250 million.

(vii) Terms and repayment schedule

Terms and conditions of outstanding borrowings are as follows:

Particulars	Currency	No. of remaining instalments as on 30 September 2021	Nominal interest rate (p.a.)	Year of maturity	As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
Secured bank loan- HDFC	INR	-	8.80-10.00%	2020-21	-	-	-	0.21	1.06
Secured bank loan- HDFC	INR	-	8.80-10.00%	2020-21	-	-	-	4.34	21.71
Secured bank loan- Yes Bank	INR	-	8.25%	2020-21	-	5.32	-	8.34	14.02
Secured bank loan- HDFC	INR	-	9.00%	2020-21	-	0.49	-	0.74	1.21
Secured bank loan- HDFC	INR	-	8.60%	2020-21	-	0.60	-	0.94	1.58
Secured bank loan- HDFC	INR	11	7.60%-8.05%	2024-25	35.64	48.56	42.10	55.01	-
Secured bank loan- HDFC	INR	11	7.60%-8.05%	2024-25	54.83	74.70	64.77	84.62	-
Secured bank loan- HDFC	INR	11	7.60%-8.10%	2024-25	87.43	119.13	103.28	134.96	158.27
Secured bank loan- HDFC	INR	11	7.60%-8.05%	2024-25	52.51	71.54	62.03	81.04	-
Secured bank loan- Axis Bank	INR	17	7.75%	2025-26	398.80	468.95	445.63	363.14	-
Secured bank loan- HDFC	INR	11	7.60%-8.10%	2024-25	15.15	20.64	17.90	23.39	27.62
Secured bank loan- HDFC	INR	17	7.45%-8.20%	2025-26	127.25	150.04	142.22	-	-
Secured bank loan- HDFC	INR	-	8.65%	Immediate	-	51.35	43.45	59.25	75.05

(viii) The group has filed quarterly returns/statement of current assets with banks and these are materially in agreement with books of accounts for the period ended 30 September 2021 and 30 September 2020 and year ended 31 March 2021, 31 March 2020 and 31 March 2019 except for:

Campus Activewear Limited (formerly known as Campus Activewear Private Limited):

Quarter end date	Bank Name	Particulars	Amount as per books of account	Amount as reported in the quarterly returns/statements	Amount of difference	Reasons for material discrepancies:
June 2018	HDFC	Inventories	756.78	1,426.74	(669.96)	Refer the note below
September 2018	HDFC	Inventories	925.78	1,646.77	(720.99)	
December 2018	HDFC	Inventories	836.42	1,232.22	(395.80)	

Campus AI Private Limited:

Quarter end date	Bank Name	Particulars	Amount as per books of account	Amount as reported in the quarterly returns/statements	Amount of difference	Reasons for material discrepancies:
June 2018	HDFC	Inventories	251.22	583.29	(332.06)	Refer the note below
September 2018	HDFC	Inventories	258.33	546.37	(288.03)	
December 2018	HDFC	Inventories	250.69	578.61	(327.92)	

Reasons for material discrepancies:

The quarterly returns/statement of current assets as submitted to banks compared to books of accounts reflected material discrepancies in financial year 2018-19 as the group did not have a formal quarterly closing process for its books of accounts. Independent stock audit carried out on behalf of Bank also noted differences. The group has subsequently improved its processes for better reporting and submission of such data.

(All amounts are in INR millions except per share data or as otherwise stated)

22 Provisions

	As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
Non-current					
Provision for employee benefits (refer note 41)					
- Gratuity	46.02	57.36	57.29	60.58	30.20
- Compensated absences	-	-	-	3.11	-
	46.02	**57.36**	**57.29**	**63.69**	**30.20**
Current					
Provision for employee benefits (refer note 41)					
- Gratuity	6.29	4.54	4.73	16.59	2.23
- Compensated absences	-	-	-	0.14	-
	6.29	**4.54**	**4.73**	**16.73**	**2.23**

23 Other non-current liabilities

	As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
Government grant	-	-	-	-	2.87
	-	-	-	-	**2.87**

24 Trade payables

	As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
Trade payables					
- Total outstanding dues of micro enterprises and small enterprises*	131.86	55.69	86.68	40.30	15.60
- Total outstanding dues of creditors other than micro enterprises and small enterprises	1,931.45	1,432.52	1,621.95	1,188.13	790.21
	2,063.31	**1,488.21**	**1,708.63**	**1,228.43**	**805.81**

* The disclosure in respect of the amounts payable to enterprises covered by Micro, Small and Medium Enterprises Development Act, 2006 (Act) have been made in the financial statements based on information received and available with the Group.

The Group has accrued an interest amount of INR 9.35 million (30 September 2020: INR 2.92 million; 31 March 2021: INR 5.49 million; 31 March 2020: INR 1.93 million; 31 March 2019: INR 0.79 million) on delayed payment to micro and small enterprises (also refer note 48).

The Group's exposure to currency and liquidity risk related to trade payable is disclosed in note 45.

Trade payables ageing schedule

As at 30 September 2021

			Outstanding for following periods from due date of payment				
Particulars	**Unbilled**	**Not Due**	**<1 year**	**1-2 years**	**2-3 years**	**More than 3 years**	**Total**
(i) MSME	-	118.88	12.98	-	-	-	131.86
(ii) Others	186.74	1,522.92	220.63	0.48	0.58	0.10	1,931.45
(iii) Disputed dues - MSME	-	-	-	-	-	-	-
(iv) Disputed dues - Others	-	-	-	-	-	-	-
Total	**186.74**	**1,641.80**	**233.61**	**0.48**	**0.58**	**0.10**	**2,063.31**

As at 30 September 2020

			Outstanding for following periods from due date of payment				
Particulars	**Unbilled**	**Not Due**	**<1 year**	**1-2 years**	**2-3 years**	**More than 3 years**	**Total**
(i) MSME	-	42.34	13.35	-	-	-	55.69
(ii) Others	181.61	846.63	397.84	0.68	2.87	2.89	1,432.52
(iii) Disputed dues - MSME	-	-	-	-	-	-	-
(iv) Disputed dues - Others	-	-	-	-	-	-	-
Total	**181.61**	**888.97**	**411.19**	**0.68**	**2.87**	**2.89**	**1,488.21**

As at 31 March 2021

			Outstanding for following periods from due date of payment				
Particulars	**Unbilled**	**Not Due**	**<1 year**	**1-2 years**	**2-3 years**	**More than 3 years**	**Total**
(i) MSME	-	86.18	0.51	-	-	-	86.69
(ii) Others	44.54	1,529.30	46.26	0.54	1.09	0.21	1,621.94
(iii) Disputed dues - MSME	-	-	-	-	-	-	-
(iv) Disputed dues - Others	-	-	-	-	-	-	-
Total	**44.54**	**1,615.48**	**46.77**	**0.54**	**1.09**	**0.21**	**1,708.63**

As at 31 March 2020

			Outstanding for following periods from due date of payment				
Particulars	**Unbilled**	**Not Due**	**<1 year**	**1-2 years**	**2-3 years**	**More than 3 years**	**Total**
(i) MSME	-	19.16	21.15	-	-	-	40.31
(ii) Others	55.93	887.02	239.67	0.47	5.03	-	1,188.12
(iii) Disputed dues - MSME	-	-	-	-	-	-	-
(iv) Disputed dues - Others	-	-	-	-	-	-	-
Total	**55.93**	**962.11**	**260.82**	**0.47**	**5.03**	**-**	**1,228.43**

(All amounts are in INR millions except per share data or as otherwise stated)

As at 31 March 2019

Particulars	Unbilled	Not Due	Outstanding for following periods from due date of payment <1 year	1-2 years	2-3 years	More than 3 years	Total
(i) MSME	-	15.59	-	-	-	-	15.59
(ii) Others	20.79	735.55	26.91	6.97	-	-	790.22
(iii) Disputed dues - MSME	-	-	-	-	-	-	-
(iv) Disputed dues - Others	-	-	-	-	-	-	-
Total	**20.79**	**751.14**	**26.91**	**6.97**	**-**	**-**	**805.81**

	As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
25 Other current financial liabilities					
Employee benefit payable	82.31	74.71	76.18	65.51	34.58
Payable for capital goods	9.02	5.58	3.46	20.80	51.80
Other payables	11.58	4.13	5.49	4.37	2.36
Interest accrued but not due on borrowings	6.18	8.34	3.39	5.47	-
	109.09	**92.76**	**88.52**	**96.15**	**88.74**

The Group's exposure to currency and liquidity risk related to financial liabilities is disclosed in note 45.

	As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
26 Other current liabilities					
Statutory dues					
TDS	19.55	7.87	12.91	13.16	12.51
Goods and services tax	2.33	14.87	0.72	1.59	6.32
PF payable	3.07	3.77	3.70	3.11	2.45
ESI payable	0.24	0.33	0.32	0.31	0.52
Others	0.68	0.03	1.07	-	-
Government grant	2.87	2.87	2.87	2.87	-
Contract liability	11.10	13.79	27.49	87.76	16.48
	39.84	**43.53**	**49.08**	**108.80**	**38.28**

	As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
27 Income tax liabilities (net)					
Provision for Income tax [Net of advance tax of 53.8 million; 30 September 2020: INR 217.08 million; 31 March 2021: INR 206.94 million; 31 March 2020: INR 286.56 million; 31 March 2019: INR 84.11 million]	144.94	65.31	36.90	74.15	109.54
	144.94	**65.31**	**36.90**	**74.15**	**109.54**

(All amounts are in INR millions except per share data or as otherwise stated)

	For the period ended 30 September 2021	For the period ended 30 September 2020	For the year ended 31 March 2021	For the year ended 31 March 2020	For the year ended 31 March 2019
28 Revenue from operations					
Sale of goods	4,069.82	1,358.58	7,100.82	7,310.58	5,899.04
	4,069.82	**1,358.58**	**7,100.82**	**7,310.58**	**5,899.04**
Other operating revenue					
Scrap sales	13.14	3.43	12.02	9.85	10.64
GST Budgetary Support	-	-	-	-	39.05
	13.14	**3.43**	**12.02**	**9.85**	**49.69**
Total revenue from operations	**4,082.96**	**1,362.01**	**7,112.84**	**7,320.43**	**5,948.73**

(a) Disaggregation of revenue

The Group has performed a disaggregated analysis of revenues considering the nature, amount, timing and uncertainty of revenues. This includes disclosure of revenues by geography and timing of recognition.

For details of revenue by geography refer Note 47

Performance obligation

Revenues are recognised at a point in time when control of the goods passes to the customer, upon delivery of the goods.

	For the period ended 30 September 2021	For the period ended 30 September 2020	For the year ended 31 March 2021	For the year ended 31 March 2020	For the year ended 31 March 2019
Revenue by time					
Revenue recognised at point in time	4,069.82	1,358.58	7,100.82	7,310.58	5,899.04
Revenue recognised over time	-	-	-	-	-
Total	**4,069.82**	**1,358.58**	**7,100.82**	**7,310.58**	**5,899.04**

(b) Revenue recognised in relation to contract liabilities

Ind AS 115 also requires disclosure of 'revenue recognised in the reporting year that was included in the contract liability balance at the beginning of the year' same has been disclosed as below:

Revenue recognised in the reporting year that was included in the contract liability balance at the beginning of the period/ year	27.49	87.76	87.76	16.48	25.00

(c) Contract balances

Trade receivables	1,235.14	1,168.66	981.98	1,443.16	1,620.10
Contract liabilities	11.10	13.79	27.49	87.76	16.48

Contract liabilities primarily relate to advance consideration received from customers against supply of goods for which revenue is recognised at a point in time.

Trade receivables are net of expected credit loss and loss allowance on credit impaired assets. The detail is as given below:-

Provision for expected credit loss	74.49	73.08	119.40	71.27	-
Provision for loss allowance on credit impaired assets	139.44	39.20	39.98	25.27	22.90

(d) Reconciliation of Revenue from sale of goods with the contracted price					
Contracted price	4,325.78	1,535.20	7,826.53	8,045.49	6,431.78
Less: Trade discounts, volume rebates etc.	(255.96)	(176.62)	(725.71)	(734.91)	(532.74)
Sale of products	**4,069.82**	**1,358.58**	**7,100.82**	**7,310.58**	**5,899.04**
(e) Movement of unearned revenue					
Balance at the beginning of the period/ year	-	33.02	33.02	-	-
Revenue recognised during the period/ year	-	(33.02)	(33.02)	-	-
Accrual of unearned revenue	-	-	-	33.02	-
Balance at the end of the period/ year	**-**	**-**	**-**	**33.02**	**-**

29 Other income					
Liabilities / provisions no longer required written back	4.61	3.83	8.92	1.14	7.87
Gain on sale of property, plant and equipment (net)	-	-	1.31	2.72	1.37
Net gain on foreign currency transactions and translation	0.14	3.73	3.90	0.18	1.65
Interest income from financial assets measured at amortised cost				-	
- on bank deposits	0.38	10.13	10.63	1.07	0.89
Miscellaneous income	10.98	9.55	13.20	15.61	6.46
	16.11	**27.24**	**37.96**	**20.72**	**18.24**

(All amounts are in INR millions except per share data or as otherwise stated)

	For the period ended 30 September 2021	For the period ended 30 September 2020	For the year ended 31 March 2021	For the year ended 31 March 2020	For the year ended 31 March 2019
30 Cost of materials consumed					
Raw material purchases*	2,829.90	1,098.27	4,046.09	4,336.76	3,360.76
Add-Inventories at the beginning of the period/ year	786.74	746.62	746.62	548.20	429.43
Less-Inventories at the end of the period/ year	(999.19)	(640.78)	(786.74)	(746.62)	(548.20)
	2,617.45	**1,204.11**	**4,005.97**	**4,138.34**	**3,241.99**

* includes job work charges for manufacturing process INR 537.34 million (30 September 2020: INR 215.46 million; 31 March 2021: INR 770.03 million; 31 March 2020: INR 775.15 million; 31 March 2019: INR 610.6 million)

	For the period ended 30 September 2021	For the period ended 30 September 2020	For the year ended 31 March 2021	For the year ended 31 March 2020	For the year ended 31 March 2019
31 Purchases of stock-in-trade					
Purchases of finished goods	90.04	1.46	36.87	3.74	102.73
Purchases of retail accessories	0.35	0.40	0.95	1.09	0.29
	90.39	**1.86**	**37.82**	**4.83**	**103.02**
32 Changes in inventories of finished goods, stock-in-trade and work-in-progress					
Inventories at the beginning of the period/ year					
-Finished goods*	938.92	661.03	661.03	435.05	203.99
-Work-in-progress	343.25	321.40	321.40	205.49	303.52
Inventories at the end of the period/ year					
-Finished goods*	(1,592.14)	(973.94)	(938.92)	(661.03)	(435.05)
-Work-in-progress	(443.28)	(404.35)	(343.25)	(321.40)	(205.49)
Decrease/(increase) in inventories	**(753.25)**	**(395.86)**	**(299.74)**	**(341.89)**	**(133.03)**

* Finished goods include both Stock in trade and manufactured goods, as both are stocked together.

	For the period ended 30 September 2021	For the period ended 30 September 2020	For the year ended 31 March 2021	For the year ended 31 March 2020	For the year ended 31 March 2019
33 Employee benefits expense					
Salaries, wages and bonus	279.81	229.90	484.01	462.95	354.51
Contribution to provident and other funds (refer note 41)	11.13	10.24	21.56	21.24	16.94
Gratuity (refer note 41)	10.35	12.42	25.49	29.44	13.04
Share based payment expenses (equity settled) (refer note 42)	3.90	1.60	2.69	33.30	29.67
Compensated absences	-	-	-	3.29	1.78
Staff welfare	10.08	4.40	18.08	20.15	15.43
	315.27	**258.56**	**551.83**	**570.37**	**431.37**
34 Finance costs					
Interest on					
- borrowings*	62.14	68.00	130.46	119.84	151.91
- delayed payment of income tax	1.14	0.17	6.94	10.04	11.02
- lease liabilities	21.18	14.22	30.38	26.59	17.69
- micro, small and medium enterprises	3.86	0.99	2.89	1.82	0.79
- unwinding of discount on security deposits	-	-	-	-	20.27
Other borrowing costs					
Bank processing fees	0.05	0.77	0.92	6.77	9.99
	88.37	**84.15**	**171.59**	**165.06**	**211.67**

*At 30 September 2021, capitalised borrowing costs related to factory under construction amounted to INR Nil million (30 September 2020: INR 19.94 million, 31 March 2021: INR 23.93 million, 31 March 2020: INR 9.79 million, 31 March 2019: INR 12.89 million) at the rate of Nil% p.a. (30 September 2020: 8.20% to 8.50% p.a., 31 March 2021: 8.20% to 8.50% p.a., 31 March 2020: 8.50% p.a., 31 March 2019: 8.90% p.a.), which will be apportioned between the assets while capitalising.

	For the period ended 30 September 2021	For the period ended 30 September 2020	For the year ended 31 March 2021	For the year ended 31 March 2020	For the year ended 31 March 2019
35 Depreciation and amortisation expense					
Depreciation on property, plant and equipment	183.09	91.18	250.57	173.49	113.44
Amortisation on intangible assets	3.80	3.64	7.25	4.70	2.29
Depreciation of right-of-use assets	52.79	32.41	69.25	52.47	27.93
	239.68	**127.23**	**327.07**	**230.66**	**143.66**

(All amounts are in INR millions except per share data or as otherwise stated)

	For the period ended 30 September 2021	For the period ended 30 September 2020	For the year ended 31 March 2021	For the year ended 31 March 2020	For the year ended 31 March 2019
36 Other expenses					
Advertising and sales promotion	241.74	80.48	329.38	268.84	298.43
Contractor charges	290.98	179.10	478.79	511.31	374.03
Freight outwards	189.99	71.44	296.84	225.45	181.29
Legal and professional*	27.64	21.73	51.99	90.42	102.98
Power and fuel	84.51	31.15	100.49	88.35	59.27
Travelling and conveyance	15.54	7.01	29.46	38.52	41.59
Rent (refer Note 6)**	7.44	4.80	12.48	3.92	6.67
Trade receivables written off	0.38	0.62	1.10	0.30	36.45
Consumables	14.33	12.24	23.98	31.25	24.54
Advances written off	0.07	2.18	2.21	-	17.84
Property, plant and equipment written off	-	-	-	-	14.46
Loss on sale of property, plant and equipment (net)	7.77	-	-	-	-
Repairs and maintenance					
Plant and machinery	8.08	4.71	19.06	24.39	15.66
Buildings	3.65	1.70	3.84	10.49	7.85
Others	9.19	5.62	14.40	17.16	15.10
Provision for inventory	7.30	9.74	14.01	22.76	7.18
Allowance for expected credit loss	54.55	15.74	62.84	73.64	11.47
Security expenses	18.78	14.69	32.39	34.62	26.85
Corporate social responsibility expenses (refer note 44)	0.21	0.38	11.34	4.95	0.80
Rates and taxes	2.06	1.18	5.28	2.64	7.66
Commission	79.41	20.02	87.47	29.12	-
Miscellaneous expenses	46.61	37.72	79.46	80.67	54.88
Partners' capital waived off	-	-	-	27.44	-
	1,110.23	**522.25**	**1,656.81**	**1,586.24**	**1,305.00**

** includes amount of short term leases and low value lease assets.

***Payment to auditors** (included in Legal and professional expenses above)					
Auditor	-	-	5.50	5.20	7.50
For other services	-	-	0.30	-	1.55
For reimbursement of expenses	-	-	0.19	0.54	-
	-	**-**	**5.99**	**5.74**	**9.05**

The special purpose audit fees will be recovered by the company from the selling shareholders upon successful completion of IPO in proportion to the shares that are expected to be offered to the public in offering.

37 Other comprehensive income					
Re-measurement gains/(losses) on defined benefit plans	4.26	7.90	14.61	(15.35)	0.66
Tax effect on above	(1.46)	(2.61)	(4.61)	3.93	(0.21)
	2.80	**5.29**	**10.00**	**(11.42)**	**0.45**

(All amounts are in INR millions except per share data or as otherwise stated)

38 Earnings per share (EPS)

Restated basic EPS amounts are calculated by dividing the profit/ loss for the period/ year attributable to equity holders by the weighted average number of equity shares outstanding during the period/ year.

Restated diluted EPS are calculated by dividing the profit/ (loss) for the period/ year attributable to the equity holders by weighted average number of equity shares outstanding during the period/ year plus the weighted average number of equity shares that would be issued on conversion of all the dilutive potential equity shares into equity shares.

	For the period ended 30 September 2021	For the period ended 30 September 2020	For the year ended 31 March 2021	For the year ended 31 March 2020	For the year ended 31 March 2019
Restated profit/ (loss) attributable to equity shareholders	308.65	(219.93)	268.74	615.99	384.14
Weighted average number of equity shares of INR 10 each (refer note 1 below)	303,743,128	303,743,128	303,743,128	301,167,656	300,168,804
EPS - Basic	1.02	(0.72)	0.88	2.05	1.28
Weighted average number of equity shares of INR 10 each (refer note 1 below)	303,743,128	303,743,128	303,743,128	301,167,656	300,168,804
Add: Share options outstanding account (refer note 2 below)	-	-	-	-	-
Weighted average number of equity shares (to be considered for dilutive EPS)	**303,743,128**	**303,743,128**	**303,743,128**	**301,167,656**	**300,168,804**
EPS - Diluted (INR)	1.02	(0.72)	0.88	2.05	1.28

Notes:

1. The earnings per share reflects the impact of sub-division of 1 equity share having face value of INR 10 each into 2 equity shares having face value of INR 5 each (refer note 55(b)).

2. For the period ended 30 September 2021, 718,452 options (30 September 2020: 342,324; 31 March 2021: 291,438; 31 March 2020: 1,159,600; 31 March 2019: 2,013) are not considered in calculation of weighted average number of equity shares for calculation of diluted earnings per share, as their impact is anti- dilutive.

3. EPS for the year ended 31 March 2019 had been restated on account of issue of bonus shares in Financial Year 2019-2020.

39 Contingent liabilities, contingent assets and commitments

A. Commitments

Estimated amount of contracts remaining to be executed on capital account (net of advances) and not provided for INR 24.81 million (30 September 2020: INR 3.43 million; 31 March 2021: INR 26.68 million; 31 March 2020: 56.65 million; 31 March 2019: INR 10.73 million)

B. Contingent liabilities

Other money for which the company is contingently liable -

a. The Group had imported plant and machinery in 2015-16 under EPCG scheme. An export obligation ('EO') amounting to INR 23.87 million (30 September 2020: 23.87 million; 31 March 2021: INR 23.87 million; 31 March 2020: 23.87 million; 31 March 2019: 23.87 million) was placed on the Group which was to be fulfilled in a period of 6 years from the date of Inspection of Licence. Duty saved under EPCG Scheme amounting to INR INR 3.98 million (30 September 2020: 3.98 million; 31 March 2021: INR 3.98 million; 31 March 2020: 3.98 million; 31 March 2019: INR 3.98 million).

b. Pursuant to judgement by the Honourable Supreme Court dated 28 February 2019, it was held that basic wages, for the purpose of provident fund, to include special allowances which are common for all employees. However, there is uncertainty with respect to the applicability of the judgement and period from which the same applies.
Owing to the aforesaid uncertainty and pending clarification from the authorities in this regard, the Group has not recognised any provision till 2018-19. Further, management also believes that the impact of the same on the Group will not be material.

(All amounts are in INR millions except per share data or as otherwise stated)

40 Additional information, as required under Schedule III to the Companies Act, 2013, "General Instructions for the preparation of consolidated financial statements".

Name of Entity	30 September 2021							
	Net assets i.e. total assets minus total liabilities		Share in profit/ loss		Share in other comprehensive income		Share in total comprehensive income	
	As % of consolidated net assets	Amount	As % of consolidated Net profit/ (loss)	Amount	As % of consolidated other comprehensive income	Amount	As % of consolidated total comprehensive income	Amount
Parent								
Campus Activewear Limited (formerly known as Campus Activewear Private Limited)	79%	2,729.27	12%	35.01	78%	2.19	12%	37.20
Subsidiary								
Campus AI Private Limited	26%	884.13	117%	356.40	7%	0.19	117%	356.59
MG Udyog Private Limited	0%	-	-2%	(7.79)	15%	0.42	-2%	(7.37)
Consolidation adjustments	-5%	(172.12)	-27%	(82.76)	0%	-	-27%	(82.76)
Total	**100%**	**3,441.28**	**100%**	**300.86**	**100%**	**2.80**	**100%**	**303.66**

Name of Entity	30 September 2020							
	Net assets i.e. total assets minus total liabilities		Share in profit/ loss		Share in other comprehensive income		Share in total comprehensive income	
	As % of consolidated net assets	Amount	As % of consolidated Net profit/ (loss)	Amount	As % of consolidated other comprehensive income	Amount	As % of consolidated total comprehensive income	Amount
Parent								
Campus Activewear Limited (formerly known as Campus Activewear Private Limited)	96%	2,545.00	140%	(304.99)	78%	4.11	142%	(300.88)
Subsidiary								
Campus AI Private Limited	6%	157.73	-48%	105.25	16%	0.85	-50%	106.10
MG Udyog Private Limited	0%	(3.65)	-1%	2.13	6%	0.33	-1%	2.47
Consolidation adjustments	-2%	(61.35)	9%	(20.19)	0%	0.00	9%	(20.20)
Total	**100%**	**2,637.73**	**100%**	**(217.80)**	**100%**	**5.29**	**100%**	**(212.51)**

Name of Entity	31 March 2021							
	Net assets i.e. total assets minus total liabilities		Share in profit/ loss		Share in other comprehensive income		Share in total comprehensive income	
	As % of consolidated net assets	Amount	As % of consolidated Net profit/ (loss)	Amount	As % of consolidated other comprehensive income	Amount	As % of consolidated total comprehensive income	Amount
Parent								
Campus Activewear Limited (formerly known as Campus Activewear Private Limited)	86%	2,688.18	-62%	(165.03)	63%	6.23	-57%	(158.80)
Subsidiary								
Campus AI Private Limited	17%	527.56	177%	474.68	12%	1.23	171%	475.91
MG Udyog Private Limited	0%	3.61	0%	(0.11)	25%	2.53	1%	2.42
Consolidation adjustments	-3%	(89.39)	-15%	(40.91)	0%	0.01	-15%	(40.90)
Total	**100%**	**3,129.96**	**100%**	**268.63**	**100%**	**10.00**	**100%**	**278.63**

Name of Entity	31 March 2020							
	Net assets i.e. total assets minus total liabilities		Share in profit/ loss		Share in other comprehensive income		Share in total comprehensive income	
	As % of consolidated net assets	Amount	As % of consolidated Net profit/ (loss)	Amount	As % of consolidated other comprehensive income	Amount	As % of consolidated total comprehensive income	Amount
Parent								
Campus Activewear Limited (formerly known as Campus Activewear Private Limited)	100%	2,844.28	97%	603.22	61%	(6.90)	98%	596.33
Subsidiary								
Campus AI Private Limited (From 7 February 2020)	2%	51.65	8%	49.67	0%	(0.01)	8%	49.66
Ankit International (Partnership Firm till 7 February 2020)	0%	-	56%	351.84	22%	(2.56)	57%	349.28
MG Udyog Private Limited	0%	1.19	1%	3.69	29%	(3.31)	0%	0.38
Consolidation adjustments	-2%	(48.48)	-62%	(384.73)	-12%	1.36	-63%	(383.38)
Total	**100%**	**2,848.64**	**100%**	**623.69**	**100%**	**(11.42)**	**100%**	**612.27**

Campus Activewear Limited (formerly known as Campus Activewear Private Limited)
Annexure VII Notes to restated consolidated financial information
(All amounts are in INR millions except per share data or as otherwise stated)

Name of Entity	31 March 2019							
	Net assets i.e. total assets minus total liabilities		Share in profit/ loss		Share in other comprehensive income		Share in total comprehensive income	
	As % of consolidated net assets	Amount	As % of consolidated Net profit/ (loss)	Amount	As % of consolidated other comprehensive income	Amount	As % of consolidated total comprehensive income	Amount
Parent								
Campus Activewear Limited (formerly known as Campus Activewear Private Limited)	102%	2,027.27	102%	393.81	58%	0.26	102%	394.08
Subsidiary								
Ankit International (Partnership Firm)	53%	1,049.92	74%	286.64	42%	0.19	74%	286.83
MG Udyog Private Limited	0%	0.81	0%	(0.62)	0%	-	0%	(0.62)
Consolidation adjustments	-55%	(1,086.55)	-76%	(293.83)	0%	-	-76%	(293.83)
Total	**100%**	**1,991.45**	**100%**	**386.00**	**100%**	**0.45**	**100%**	**386.45**

(All amounts are in INR millions except per share data or as otherwise stated)

41 Employee benefits

The Group contributes to the following post-employment defined benefit plans in India.

(i) Defined contribution plans:

The Group makes contributions, determined as a specified percentage of employee salaries, in respect of qualifying employees towards provident fund and employee state insurance (ESI) which are defined contribution plans. The Group has no obligations other than to make the specified contributions. The contributions are charged to the statement of profit and loss as they accrue.

	For the period ended 30 September 2021	For the period ended 30 September 2020	For the year ended 31 March 2021	For the year ended 31 March 2020	For the year ended 31 March 2019
Contribution to provident fund and ESI	11.13	10.24	21.56	21.24	16.94

(ii) Defined benefit plan:
Gratuity

The Group operates a post-employment defined benefit plan for Gratuity. This plan entitles an employee to receive 15 day's salary for each year of completed service at the time of retirement/exit.
The present value of obligation is determined based on actuarial valuation using the Projected Unit Credit Method, which recognize each period of service as giving rise to additional employee benefit entitlement and measures each unit separately to build up the final obligation.
The most recent actuarial valuation of the present value of the defined benefit obligation for gratuity was carried out as at 30 September 2021. The present value of the defined benefit obligations and the related current service cost and past service cost, were measured using the Projected Unit Credit Method.

A. Based on the actuarial valuation obtained in this respect, the following table sets out the status of the gratuity plan and the amounts recognised in the Group's financial information as at reporting date:

	As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
Net defined benefit liability					
Provision for gratuity	52.31	61.90	62.02	63.62	32.43
Total employee benefit liabilities	**52.31**	**61.90**	**62.02**	**63.62**	**32.43**
Non-current	46.02	57.36	57.29	60.58	30.20
Current	6.29	4.54	4.73	3.04	2.23

B. Movement in net defined benefit (asset)/ liability

The following table shows a reconciliation from the opening balances to the closing balances for net defined benefit (asset) liability and its components:

	For the period ended 30 September 2021	For the period ended 30 September 2020	For the year ended 31 March 2021	For the year ended 31 March 2020	For the year ended 31 March 2019
Particulars	**Net defined benefit (asset)/ liability**	**Net defined benefit (asset)/ liability**	**Net defined benefit (asset)/ liability**	**Net defined benefit (asset)/ liability**	**Net defined benefit (asset)/ liability**
(a) Balance as at beginning of period/ year	62.02	63.62	63.62	32.43	20.65
(b) Included in profit or loss					
Current service cost*	7.59	7.71	15.73	13.27	9.16
Interest cost (income)	2.06	2.15	4.35	2.50	3.88
Total (b)	**9.65**	**9.86**	**20.08**	**15.77**	**13.04**
(c) Included in OCI					
Remeasurements loss (gain)					
– Actuarial loss (gain) arising from:					
- financial assumptions	3.37	3.69	1.07	7.35	0.38
- demographic assumptions	(8.32)	(7.71)	(7.31)	0.04	-
- experience adjustment	0.69	(3.88)	(8.37)	8.03	(1.04)
Total (c)	**(4.26)**	**(7.90)**	**(14.61)**	**15.42**	**(0.66)**
(d) Other					
Benefits paid	(2.38)	(3.68)	(7.08)	-	(0.60)
Impact on account of cessation of control over subsidiary	(12.72)	-	-	-	-
Total (d)	**(15.10)**	**(3.68)**	**(7.08)**	**-**	**(0.60)**
Balance as at the end of period/ year	**52.31**	**61.90**	**62.02**	**63.62**	**32.43**

*Does not include amount of INR Nil million (30 September 2020: INR Nil million, 31 March 2021: INR Nil million, 31 March 2020: INR 13.55 million, 31 March 2019: INR NIL million) to be paid to employees for which the Group has recorded actual liabilities in its books of accounts.

(All amounts are in INR millions except per share data or as otherwise stated)

C. Actuarial assumptions

a) Economic assumptions

The principal assumptions are the discount rate and salary growth rate. The discount rate is based upon the market yields available on government bonds at the accounting date with a term that matches that of liabilities. Salary increase rate takes into account inflation, seniority, promotion and other relevant factors on long term basis. Valuation assumptions are as follows which have been selected by the Group.

	As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
Discount rate (p.a.)	6.35%	6.50%	6.75%	6.85%	7.70%
Expected rate of future salary increase (p.a.)	10.00%	10.00%	10.00%	10.00%	10.00%

b) Demographic assumptions

	As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
i) Retirement age (years)	58	58	58	58	58
ii) Mortality rates	100%	100%	100%	100%	100%
iii) Withdrawal (rate of employee turnover)					
Up to 30 years	10.00%	5.00%	5.00%	3.00%	3.00%
31-44 years	10.00%	5.00%	5.00%	2.00%	2.00%
Above 44 years	10.00%	5.00%	5.00%	1.00%	1.00%

D. Sensitivity analysis

Reasonably possible changes at the reporting date to one of the relevant actuarial assumptions, holding other assumptions constant, would have affected the defined benefit obligation by the amounts shown below.

	As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
Discount rate (1% movement)					
Liability due to Increase	(4.98)	(6.67)	(6.68)	(8.72)	(4.25)
Liability due to decrease	5.75	8.06	8.05	10.87	5.27
Expected rate of future salary increase (1% movement)					
Liability due to increase	5.07	7.16	7.16	9.73	4.73
Liability due to decrease	(4.58)	(6.18)	(6.18)	(8.01)	(4.03)

Sensitivities due to mortality and withdrawals are not material and hence impact of change not calculated.

E. Expected maturity analysis of the defined benefit plans in future years

Particulars	As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
Duration of defined benefit payments					
1 year	7.88	4.54	4.73	3.03	2.23
1 to 2 years	24.64	15.68	15.28	2.77	0.45
3 to 5 years	27.33	24.30	24.28	13.94	5.92
More than 5 years	63.78	118.30	125.14	213.44	129.48
Total	**123.63**	**162.82**	**169.43**	**233.18**	**138.08**

The weighted average duration of the defined benefit plan obligation at the end of the reporting period is 12 years (30 September 2020: 12 years, 31 March 2021: 12 years, 31 March 2020: 12 years, 31 March 2019: 12 years).

F. Characteristics of gratuity plan

Valuations are based on certain assumptions, which are dynamic in nature and vary over time. As such Group is exposed to various risks as follow -

A. Market volatility
B. Changes in inflation
C. Changes in interest rates
D. Rising longevity
E. Changing economic environment
F. Regulatory changes

(iii) Compensated absences

Movement of compensated absences	As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
Opening	-	3.26	3.26	1.56	2.66
Arising during the period/ year	-	-	-	3.39	1.56
Utilised	-	(3.26)	(3.26)	(1.69)	(2.66)
Closing	**-**	**-**	**-**	**3.26**	**1.56**

(All amounts are in INR millions except per share data or as otherwise stated)

42 Share-based payments

Description of share-base payment arrangements

At 30 September 2021, the Group has the following share based payment arrangements:

Scheme-1 (Campus Activewear Private Limited- Employee Stock Option Plan 2018)
Share options plan (equity-settled)

On 9 November 2018, the Group established share option plans that entitle employees to purchase shares in the Company. Under this plan, holders of vested options are entitled to purchase shares at fair value price of shares at respective date of grant of options. The key terms and conditions related to the grants under this plan are as follows; all options are to be equity settled by the delivery of shares.

Grant date	Granted to	Number of instruments
9 November 2018	Employees	2,013

Vesting schedule and conditions

Dates of vesting	Continued employment as on date of vesting	Achieving performance criteria on date of vesting	Performance vesting conditions
1st anniversary from the date of grant	25.0% of Options granted	25.0% of Options granted	Continued employment as on relevant date of vesting; and
2nd anniversary from the date of grant	12.5% of Options granted	12.5% of Options granted	
3rd anniversary from the date of grant	12.5% of Options granted	12.5% of Options granted	achievement of performance criteria communicated prior to vesting date.

Measurement of fair values

Equity-settled share-based payment arrangements

The fair value of employee share options has been measured using "Black Scholes Model" of option valuation.

The fair value of options and the inputs used in the measurement of the grant date fair values of the equity-settled share based payment plans are as follows:

	As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
Fair value at grant date*	INR 169,613	INR 169,613	INR 169,613	INR 169,613	INR 169,613
Exercise price at grant date*	INR 168,500	INR 168,500	INR 168,500	INR 168,500	INR 168,500
Expected volatility	29.00%	29.00%	29.00%	29.00%	29.00%
Expected life	2.38 years	2.38 years	2.38 years	2.38 years	2.38 years
Expected dividends	0.00%	0.00%	0.00%	0.00%	0.00%
Risk-free interest rate	7.98%	7.98%	7.98%	7.98%	7.98%

*The Group had issued bonus shares to the shareholders due to which there is an increase in number of shares to be issued to the option holders. Accordingly, fair value and exercise price of the shares had decreased.

The expected life of the share options is based on historical data and current expectations 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 options is indicative of future trends, which may not necessarily be the actual outcome.

Reconciliation of outstanding share options

The number and the weighted-average exercise prices of share options under the share options plan are as follows:

Number of options	As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
Outstanding at beginning of the period/ year	291,438	1,159,600	1,159,600	2,013	-
Impact of issuance of bonus shares on outstanding options*	-	-	-	3,102,033	-
Granted during the period/ year	-	-	-	-	2,013
Lapsed during the period/ year	-	(817,276)	(868,162)	(157,284)	-
Exercised during the period/ year	-	-	-	(1,787,162)	-
Outstanding at end of the period/ year	291,438	342,324	291,438	1,159,600	2,013
Exercisable at end of the period/ year	145,719	-	145,719	-	-
Weighted average exercise price					
Outstanding at beginning of the period/ year	INR 109.27	INR 109.27	INR 109.27	INR 168,500	-
Impact of issuance of bonus shares on outstanding options*	-	-	-	INR 109.27	-
Granted during the period/ year	-	-	-	-	INR 168,500
Lapsed during the period/ year	-	INR 109.27	INR 109.27	-	-
Exercised during the period/ year	-	-	INR 109.27	INR 109.27	-
Outstanding at end of the period/ year	INR 109.27	INR 109.27	INR 109.27	INR 109.27	INR 168,500
Exercisable at end of the period/ year	INR 109.27	INR 109.27	INR 109.27	INR 109.27	-

(All amounts are in INR millions except per share data or as otherwise stated)

*The Group has issued bonus shares to the shareholders of the Company accordingly there is an increase in number of shares to be issued to the option holders.
Weighted average remaining contractual life of options as at 30 September 2021 was 0.1 years (30 September 2020: 1.1 years, 31 March 2021: 0.6 years, 31 March 2020: 1.6 years, 31 March 2019: 2.6 years).

The Board of Directors and shareholders of the Company at their meeting held on 9 November 2021, have approved stock split of one equity share having face value of INR 10 each into two equity shares having face value of INR 5 each.

Scheme-2 (Campus Activewear Private Limited- Employee Stock Option Plan 2021)
Share options plan -A (equity-settled)

On 19 March 2021, the Group established share option plans that entitle employees to purchase shares in the Company. Under this plan, holders of vested options are entitled to purchase shares at fair value price of shares at respective date of grant of options. The key terms and conditions related to the grants under this plan are as follows; all options are to be equity settled by the delivery of shares.

Grant date	Granted to	Number of instruments
11 June 2021	Employees	185,713

Vesting schedule and conditions

Dates of vesting	Continued employment as on date of vesting	Achieving performance criteria on date of vesting	Performance vesting conditions
1st anniversary from the date of grant	12.5% of Options granted	12.5% of Options granted	Continued employment as on relevant date of vesting; and achievement of performance criteria communicated prior to vesting date.
2nd anniversary from the date of grant	12.5% of Options granted	12.5% of Options granted	
3rd anniversary from the date of grant	12.5% of Options granted	12.5% of Options granted	
4th anniversary from the date of grant	12.5% of Options granted	12.5% of Options granted	

Measurement of fair values

Equity-settled share-based payment arrangements
The fair value of employee share options has been measured using 'Black Scholes Model' of option valuation.

The fair value of options and the inputs used in the measurement of the grant-date fair values of the equity-settled share based payment plans are as follows:

	As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
Fair value at grant date	INR 157.21	-	-	-	-
Exercise price at grant date	INR 164.24	-	-	-	-
Expected volatility	40.95%	-	-	-	-
Expected life	3.5 years	-	-	-	-
Expected dividends	0.00%	-	-	-	-
Risk-free interest rate	6.24%	-	-	-	-

The expected life of the share options is based on historical data and current expectations 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 options is indicative of future trends, which may not necessarily be the actual outcome.

Reconciliation of outstanding share options
The number and the weighted-average exercise prices of share options under the share options plan are as follows:

Number of options	As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
Outstanding at beginning of the period/ year	-	-	-	-	-
Granted during the period/ year	185,713	-	-	-	-
Lapsed during the period/ year	-	-	-	-	-
Exercised during the period/ year	-	-	-	-	-
Outstanding at end of the period/ year	185,713	-	-	-	-
		-	-	-	-
Exercisable at end of the period/ year	-	-	-	-	-

Number of options	As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
Weighted average exercise price					
Outstanding at beginning of the period/ year	-	-	-	-	-
Granted during the period/ year	INR 164.24	-	-	-	-
Lapsed during the period/ year	-	-	-	-	-
Exercised during the period/ year	-	-	-	-	-
Outstanding at end of the period/ year	INR 164.24	-	-	-	-
Exercisable at end of the period/ year	-	-	-	-	-

Weighted average remaining contractual life of options as at 30 September 2021 was 3.23 years.

The Board of Directors and shareholders of the Company at their meeting held on 9 November 2021, have approved stock split of one equity share having face value of INR 10 each into two equity shares having face value of INR 5 each.

Share options plan -B (equity-settled)

On 19 March 2021, the Group established share option plans that entitle employees to purchase shares in the Company. Under this plan, holders of vested options are entitled to purchase shares at fair value price of shares at respective date of grant of options. The key terms and conditions related to the grants under this plan are as follows; all options are to be equity settled by the delivery of shares.

Grant date	Granted to	Number of instruments
11 June 2021	Employees	85,171

Vesting schedule and conditions

Dates of vesting	Continued employment as on date of vesting	Achieving performance criteria on date of vesting	Performance vesting conditions
1st anniversary from the date of grant	12.5% of Options granted	12.5% of Options granted	Continued employment as on relevant date of vesting; and achievement of performance criteria communicated prior to vesting date.
2nd anniversary from the date of grant	12.5% of Options granted	12.5% of Options granted	
3rd anniversary from the date of grant	12.5% of Options granted	12.5% of Options granted	
4th anniversary from the date of grant	12.5% of Options granted	12.5% of Options granted	

Measurement of fair values

Equity-settled share-based payment arrangements
The fair value of employee share options has been measured using 'Black Scholes Model' of option valuation.

The fair value of options and the inputs used in the measurement of the grant-date fair values of the equity-settled share based payment plans are as follows:

	As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
Fair value at grant date	INR 157.21	-	-	-	-
Exercise price at grant date	INR 223.10	-	-	-	-
Expected volatility	40.95%	-	-	-	-
Expected life	3.5 years	-	-	-	-
Expected dividends	0.00%	-	-	-	-
Risk-free interest rate	6.24%	-	-	-	-

The expected life of the share options is based on historical data and current expectations 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 options is indicative of future trends, which may not necessarily be the actual outcome.

Reconciliation of outstanding share options
The number and the weighted-average exercise prices of share options under the share options plan are as follows:

Number of options	As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
Outstanding at beginning of the period/ year	-	-	-	-	-
Granted during the period/ year	85,171	-	-	-	-
Lapsed during the period/ year	-	-	-	-	-
Exercised during the period/ year	-	-	-	-	-
Outstanding at end of the period/ year	85,171	-	-	-	-
		-	-	-	-
Exercisable at end of the year	-	-	-	-	-

(All amounts are in INR millions except per share data or as otherwise stated)

Number of options	As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
Weighted average exercise price					
Outstanding at beginning of the period/ year	-	-	-	-	-
Granted during the period/ year	INR 223.10	-	-	-	-
Lapsed during the period/ year	-	-	-	-	-
Exercised during the period/ year	-	-	-	-	-
Outstanding at end of the period/ year	INR 223.10	-	-	-	-
Exercisable at end of the period/ year	-	-	-	-	-

Weighted average remaining contractual life of options as at 30 September 2021 was 3.23 years.

The Board of Directors and shareholders of the Company at their meeting held on 9 November 2021, have approved stock split of one equity share having face value of INR 10 each into two equity shares having face value of INR 5 each.

Share options plan -C (equity-settled)

On 19 March 2021, the Group established share option plans that entitle employees to purchase shares in the Company. Under this plan, holders of vested options are entitled to purchase shares at fair value price of shares at respective date of grant of options. The key terms and conditions related to the grants under this plan are as follows; all options are to be equity settled by the delivery of shares.

Grant date	Granted to	Number of instruments
11 June 2021	Employees	75,448

Vesting schedule and conditions

Dates of vesting	Continued employment as on date of vesting	Achieving performance criteria on date of vesting	Performance vesting conditions
1st anniversary from the date of grant	50% of Options granted	50% of Options granted	Continued employment as on relevant date of vesting; and achievement of performance criteria communicated prior to vesting date.

Measurement of fair values

Equity-settled share-based payment arrangements

The fair value of employee share options has been measured using 'Black Scholes Model' of option valuation.

The fair value of options and the inputs used in the measurement of the grant-date fair values of the equity-settled share based payment plans are as follows:

	As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
Fair value at grant date	INR 157.21	-	-	-	-
Exercise price at grant date	INR 164.24	-	-	-	-
Expected volatility	35.60%	-	-	-	-
Expected life	1 year	-	-	-	-
Expected dividends	0.00%	-	-	-	-
Risk-free interest rate	6.24%	-	-	-	-

The expected life of the share options is based on historical data and current expectations 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 options is indicative of future trends, which may not necessarily be the actual outcome.

Reconciliation of outstanding share options

The number and the weighted-average exercise prices of share options under the share options plan are as follows:

Number of options	As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
Outstanding at beginning of the period/ year	-	-	-	-	-
Granted during the period/ year	75,448	-	-	-	-
Lapsed during the period/ year	-	-	-	-	-
Exercised during the period/ year	-	-	-	-	-
Outstanding at end of the period/ year	75,448	-	-	-	-
Exercisable at end of the period/ year	-	-	-	-	-
Weighted average exercise price					
Outstanding at beginning of the period/ year	-	-	-	-	-
Granted during the period/ year	INR 164.24	-	-	-	-
Lapsed during the period/ year	-	-	-	-	-
Exercised during the period/ year	-	-	-	-	-
Outstanding at end of the period/ year	INR 164.24	-	-	-	-
Exercisable at end of the period/ year	-	-	-	-	-

Weighted average remaining contractual life of options as at 30 September 2021 was 0.70 year.

The Board of Directors and shareholders of the Company at their meeting held on 9 November 2021, have approved stock split of one equity share having face value of INR 10 each into two equity shares having face value of INR 5 each.

(All amounts are in INR millions except per share data or as otherwise stated)

Share options plan -D (equity-settled)

On 19 March 2021, the Group established share option plans that entitle employees to purchase shares in the Company. Under this plan, holders of vested options are entitled to purchase shares at fair value price of shares at respective date of grant of options. The key terms and conditions related to the grants under this plan are as follows; all options are to be equity settled by the delivery of shares.

Grant date	Granted to	Number of instruments
25 September 2021	Employees	80,682

Vesting schedule and conditions

Dates of vesting	Continued employment as on date of vesting	Achieving performance criteria on date of vesting	Performance vesting conditions
1st anniversary from the date of grant	12.5% of Options granted	12.5% of Options granted	Continued employment as on relevant date of vesting; and achievement of performance criteria communicated prior to vesting date.
2nd anniversary from the date of grant	12.5% of Options granted	12.5% of Options granted	
3rd anniversary from the date of grant	12.5% of Options granted	12.5% of Options granted	
4th anniversary from the date of grant	12.5% of Options granted	12.5% of Options granted	

Measurement of fair values

Equity-settled share-based payment arrangements

The fair value of employee share options has been measured using 'Black Scholes Model' of option valuation.

The fair value of options and the inputs used in the measurement of the grant-date fair values of the equity-settled share based payment plans are as follows:

	As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
Fair value at grant date	INR 160.32	-	-	-	-
Exercise price at grant date	INR 223.10	-	-	-	-
Expected volatility	40.33%	-	-	-	-
Expected life	3.5 years	-	-	-	-
Expected dividends	0.00%	-	-	-	-
Risk-free interest rate	6.18%	-	-	-	-

The expected life of the share options is based on historical data and current expectations 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 options is indicative of future trends, which may not necessarily be the actual outcome.

Reconciliation of outstanding share options

The number and the weighted-average exercise prices of share options under the share options plan are as follows:

Number of options	As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
Outstanding at beginning of the period/ year	-	-	-	-	-
Granted during the period/ year	80,682	-	-	-	-
Lapsed during the period/ year	-	-	-	-	-
Exercised during the period/ year	-	-	-	-	-
Outstanding at end of the period/ year	80,682	-	-	-	-
		-	-	-	-
Exercisable at end of the period/ year	-	-	-	-	-
Weighted average exercise price					
Outstanding at beginning of the period/ year	-	-	-	-	-
Granted during the period/ year	INR 223.10	-	-	-	-
Lapsed during the period/ year	-	-	-	-	-
Exercised during the period/ year	-	-	-	-	-
Outstanding at end of the period/ year	INR 223.10	-	-	-	-
Exercisable at end of the period/ year	-	-	-	-	-

Weighted average remaining contractual life of options as at 30 September 2021 was 3.49 years.

The Board of Directors and shareholders of the Company at their meeting held on 9 November 2021, have approved stock split of one equity share having face value of INR 10 each into two equity shares having face value of INR 5 each.

(All amounts are in INR millions except per share data or as otherwise stated)

43 Related parties

A. Related parties and their relationships

i. Related parties where control exists

Subsidiary Partnership Firm	Ankit International (till 7 February 2020)
Wholly owned subsidiary Company	Campus AI Private Limited (w.e.f. 7 February 2020)
Subsidiary company (through control as defined under Ind AS 110 'Consolidated Financial Statements'	M G Udyog Private Limited (till 24 September 2021)

ii. Related parties with whom transactions have taken place during the year:

Name	**Relation**
Nikhil Udyog	KMP's relative has significant influence
Ankit Enterprises	KMP's significant influence
Havells India Limited	KMP's significant influence
Kabeer Textiles Private Limited	KMP's significant influence
Action Shoes Private Limited	KMP's significant influence
Prerna Aggarwal	KMP's relative

iii. Key Managerial Personnel (KMP)

Name	**Relation**
Nikhil Aggarwal	CEO and Director
Hari Krishan Agarwal	Managing Director and Chairman
Vinod Aggarwal	Director (till 24 September 2021)

B. Transactions with the above in the ordinary course of business

Particulars	**For the period ended 30 September 2021**	**For the period ended 30 September 2020**	**For the year ended 31 March 2021**	**For the year ended 31 March 2020**	**For the year ended 31 March 2019**
Remuneration paid to KMP					
Hari Krishan Agarwal	24.25	24.25	48.50	53.50	49.50
Nikhil Aggarwal	6.96	6.96	13.92	13.92	11.39
Vinod Aggarwal	6.05	6.00	12.00	7.00	-
Remuneration paid to relatives of KMP					
Prerna Aggarwal	1.35	1.20	2.40	1.40	-
Purchase of property, plant and equipment					
Hari Krishan Agarwal	-	-	-	117.97	-
Havells India Limited	-	-	-	3.52	-
Repayment of loans and advances given					
Hari Krishan Agarwal	-	-	-	-	49.96
Action Shoes Private Limited	-	-	-	-	47.00
Others	-	-	-	-	0.49
Settlement of capital advance (purchase of property, plant and equipment)					
Nikhil Udyog	-	-	-	-	46.10
Security deposit paid					
Kabeer Textiles Private Limited	0.60	-	-	-	-
Rent paid					
Kabeer Textiles Private Limited	0.06	-	-	-	-

Employee benefits*		**For the period ended 30 September 2021**	**For the period ended 30 September 2020**	**For the year ended 31 March 2021**	**For the year ended 31 March 2020**	**For the year ended 31 March 2019**
Key Managerial Personnel	Short term employee benefits	37.27	37.21	74.42	74.42	60.89
	Post employment benefits	-	-	-	-	-
	Other long term benefits	-	-	-	-	-
	Termination benefits	-	-	-	-	-
	Share-based payment	-	-	-	-	-

*Does not include post-employment benefits based on actuarial valuation as this is done for the Group as a whole.

Terms and conditions of transactions with related parties

During financial year 2019-20, bonus shares have been issued to Hari Krishan Agarwal (98,624,000) (in nos.), Nikhil Aggarwal (20,620,121) (in nos.) by way of capitalisation of reserves.

During financial year 2019-20, Ankit International which was a partnership firm with 99% capital invested by CAL, got converted into Campus AI Private Limited, virtue of which 198,583 shares were issued to CAL.

C. Related party balances as at the period/ year end:

Nature of the Balance	**Related party**	**As at 30 September 2021**	**As at 30 September 2020**	**As at 31 March 2021**	**As at 31 March 2020**	**As at 31 March 2019**
Other current financial liabilities	Hari Krishan Agarwal	5.18	4.91	7.99	8.00	1.65
	Nikhil Aggarwal	1.38	1.32	2.04	2.10	0.68
	Vinod Aggarwal	0.69	0.66	0.66	0.69	-
	Prerna Aggarwal	0.08	0.15	0.15	0.17	-
Other current financial assets	Kabeer Textiles Private Limited	0.60	-	-	-	-

(All amounts are in INR millions except per share data or as otherwise stated)

D. Transactions within the Group: (these transactions got eliminated in Restated Consolidated Financial Information)*

Particulars	For the period ended 30 September 2021	For the period ended 30 September 2020	For the year ended 31 March 2021	For the year ended 31 March 2020	For the year ended 31 March 2019
Transactions by the Company with other Group entities:					
Sale of Goods					
Ankit International	-	-	-	730.56	576.91
Campus AI Private Limited	675.90	250.12	841.75	94.19	-
M G Udyog Private Limited	-	-	-	0.02	-
Sale of property, plant and equipment					
Ankit International	-	-	-	0.07	3.67
Campus AI Private Limited	0.07	0.07	1.57	-	-
M G Udyog Private Limited		-	-	-	3.99
Purchases					
Ankit International	-	-	-	573.85	81.14
Campus AI Private Limited	1,774.30	520.21	2,409.47	300.04	-
Purchase of property, plant and equipment					
Campus AI Private Limited	0.24	0.13	1.20	-	-
Goods in Transits					
Ankit International	-	-	-	-	0.02
M G Udyog Private Limited				-	0.11
Job work					
M G Udyog Private Limited	60.66	45.03	121.01	162.90	140.43
Re-imbursement of expenses incurred on behalf of other party					
Ankit International	-	-	-	112.49	84.12
Campus AI Private Limited	-	20.88	87.61	50.22	-
Withdrawal of share in partnership firm					
Ankit International	-	-	-	965.96	-
Guarantees given					
Ankit International	-	-	-	-	480.87
Campus AI Private Limited	-	63.69	43.45	185.31	-

E. Amounts due (to)/ from related parties: (these transactions got eliminated in Restated Consolidated Financial Information)*

Nature of the Balance	Related party	As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
Trade receivables	Campus AI Private Limited	-	287.10	-	204.91	-
Other current assets	M G Udyog Private Limited	24.68	23.63	15.72	27.68	14.68
Trade payables	Campus AI Private Limited	712.59	-	165.75	-	-
Other current liabilities	Ankit International	-	-	-	-	288.42

* As per Schedule VI (Para 11(I)(A)(i)(g)) of ICDR Regulations

44 Corporate Social Responsibility

As per Section 135 of the Companies Act, 2013, a Company, meeting the applicability threshold, needs to spend at least 2% of its average net profit for the immediately preceding three financial years on Corporate social responsibility (CSR) activities. A CSR Committee has been formed by the Group as per the Act. The CSR Committee and Board had approved the projects with specific outlay on the activities as specified in Schedule VII of the act, in pursuant of the CSR policy.

	For the period ended 30 September 2021	For the period ended 30 September 2020	For the year ended 31 March 2021	For the year ended 31 March 2020	For the year ended 31 March 2019
a) Gross amount required to be spent by the Group during the period/ year	4.26	4.41	9.81	4.80	0.78
b) Amount spent during the period/ year on (in cash):					
(i) Construction / Acquisition of any asset	-	-	-	-	-
(ii) On purpose other than (i) above	0.21	0.38	11.34	4.95	0.80
c) Excess/ (Shortfall) at the end of the period/year	-*	-*	1.53	0.15	0.02
d) Total of previous years shortfall	-	-	-	-	-
e) Details of related party transactions	NA	NA	NA	NA	NA
f) Where a provision is made with respect to a liability incurred by entering into a contractual obligation, the movements in the provision during the period/year should be shown separately	NA	NA	NA	NA	NA

g) Reason for shortfall: Not Applicable
h) Nature of CSR Activities:
i) Eradicating poverty
ii) Creating health infrastructure for Covid care

*Excess/ shortfall will be disclosed on annual basis since company can spend the minimum required amount anytime during the year

(All amounts are in INR millions except per share data or as otherwise stated)

45 Financial instruments – Fair values and risk management

I. Fair value measurements

Accounting classifications and fair values

The following table shows the carrying amounts and fair values of financial assets and financial liabilities, including their levels in the fair value hierarchy:

			Carrying value				
Financial assets	**Notes**	**Level of fair value**	**As at 30 September 2021**	**As at 30 September 2020**	**As at 31 March 2021**	**As at 31 March 2020**	**As at 31 March 2019**
Financial assets not measured at fair value							
Loans	(b)		10.31	11.19	4.89	14.25	13.93
Trade receivables	(b)		1,235.14	1,168.66	981.98	1,443.16	1,620.10
Cash and cash equivalents	(b)		8.99	47.13	12.05	152.88	17.59
Bank balances other than those included in cash and cash equivalents	(b)		-	153.84	-	450.00	-
Other current financial assets	(b)		39.85	3.78	4.28	6.95	3.14
Other non current financial assets	(c)		46.66	39.71	43.08	38.75	40.48
			1,340.95	**1,424.31**	**1,046.28**	**2,105.99**	**1,695.24**
Financial liabilities not measured at fair value							
Non-current borrowings	(a)	2	558.04	770.99	664.37	643.48	231.66
Current borrowings	(a)	2	1,357.65	1,720.64	691.61	1,789.15	1,515.92
Trade payables	(b)		2,063.31	1,488.21	1,708.63	1,228.43	805.81
Lease liabilities (current and non-current)	(d)		605.67	298.83	416.44	323.01	238.84
Other current financial liabilities	(b)		109.09	92.76	88.52	96.15	88.74
			4,693.76	**4,371.43**	**3,569.57**	**4,080.22**	**2,880.97**

			Fair value				
Financial assets	**Notes**	**Level of fair value**	**As at 30 September 2021**	**As at 30 September 2020**	**As at 31 March 2021**	**As at 31 March 2020**	**As at 31 March 2019**
Financial assets not measured at fair value							
Loans	(b)		-	-	-	-	-
Trade receivables	(b)		-	-	-	-	-
Cash and cash equivalents	(b)		-	-	-	-	-
Bank balances other than those included in cash and cash equivalents	(b)		-	-	-	-	-
Other current financial assets	(b)		-	-	-	-	-
Other non current financial assets	(c)		46.66	39.71	43.08	38.75	40.48
			46.66	**39.71**	**43.08**	**38.75**	**40.48**
Financial liabilities not measured at fair value							
Non-current borrowings	(a)	2	558.04	770.99	664.37	643.48	231.66
Current borrowings	(a)	2	1,357.65	1,720.64	691.61	1,789.15	1,515.92
Trade payables	(b)		-	-	-	-	-
Lease liabilities (current and non-current)	(d)		605.67	298.83	416.44	323.01	238.84
Other current financial liabilities	(b)		-	-	-	-	-
			2,521.36	**2,790.46**	**1,772.42**	**2,755.64**	**1,986.42**

(a) The Group's borrowings have fair values that approximate to their carrying amounts as they are based on the net present value of the anticipated future cash flows using rates currently available for debts on similar terms, credit risk and remaining maturities.

(b) The carrying amount of loans, trade receivables, cash and cash equivalents, bank balances other than those included in cash and cash equivalents, other current financial assets, trade payable and other current financial liabilities approximates the fair values, due to their short term nature.

(c) The carrying value of non-current financial assets approximate the fair values as on the reporting date, as these are carried at amortised cost and are based on the net present value of the anticipated future cash flows using applicable discount rate.

(d) The carrying value of lease liabilities approximates the fair values as on the reporting date, as these are carried at amortised cost and are based on the net present value of the anticipated future cash flows using applicable discount rate.

There are no transfer between Level 1, Level 2 and Level 3 during the period/ year ended 30 September 2021, 30 September 2020, 31 March 2021, 31 March 2020 and 31 March 2019.

(All amounts are in INR millions except per share data or as otherwise stated)

II. Financial risk management

Risk Management Framework

The Group's board of directors has overall responsibility for the establishment and oversight of the Group's risk management framework and also responsible for developing and monitoring the Group's risk management policy.
The Group's risk management policies are established to identify and analyse the risk faced by the Group, to set appropriate risk limits and controls and to monitor risks and adherence to limits. Risk management policies and systems are reviewed regularly to reflect changes in market conditions and the Group's activities. The Group, through its training and management standards and procedures, aims to maintain a disciplined and constructive control environment in which all employees understand their roles and obligations. The Board of directors with top management oversee the formulation and implementation of the risk management framework. The risks are identified at business unit level and mitigation plans are identified, deliberated and reviewed at appropriate forums.

The Group has exposure to the following risks arising from financial instruments:
- Credit risk;
- Liquidity risk; and
- Market risk

i. Credit risk

Credit risk is the risk of financial loss to the Group if a customer or counterparty to a financial instrument fails to meet its contractual obligations resulting in a financial loss to the Group. Credit risk arises principally from trade receivables, loans, advances, cash and cash equivalents and deposits with banks. The carrying amounts of financial assets represent the maximum credit risk exposure.

Trade receivables

The Group's exposure to credit risk is influenced mainly by the individual characteristics of each customer. However, management also considers the factors that may influence the credit risk of its customer base, including the default risk of the industry and country in which customers operate.

The management has established a credit policy under which each new customer is analysed individually for creditworthiness before the standard payments and delivery terms and conditions are offered. The average credit period provided to customers varies from 0 to 90 days. For new customers, in addition to feedback from retail traders, they start doing the business with Group on advance payment terms. Post a business for 3 months and a successful payment track record, the customers are then converted to business with standard credit terms.

An impairment analysis is performed for all the customers at each reporting date on an individual basis. According to the analysis done, the Group establishes an allowance for impairment that represents its expected credit losses in respect of trade and other receivables. The management uses a simplified approach for the purpose of computation of expected credit loss for trade receivables. An impairment analysis is performed at each reporting date.

Interest rate risk

Currently the Group's borrowings are within acceptable risk levels, as determined by the management, hence the Group has not taken any swaps to hedge the interest rate risk.

Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Group's exposure to the risk changes in market interest relates primarily to the Group's long term debt obligations with floating interest rates. The Group is carrying its borrowings primarily at variable rate.

	30 September 2021	30 September 2020	31 March 2021	31 March 2020	31 March 2019
Variable rate borrowings	1,059.82	1,252.23	1,036.52	1,079.20	1,338.42
Fixed rate borrowings	690.00	956.41	250.00	910.02	16.81

Interest rate sensitivity

The following table demonstrates the sensitivity to a reasonably possible change in interest rates on that portion of loan and borrowings affected. With all other variables held constant, the Group's profit before tax is affected through the impact on floating rate borrowings, as follows:

	Effect on profit before tax				
Particulars	**30 September 2021**	**30 September 2020**	**31 March 2021**	**31 March 2020**	**31 March 2019**
Increase in 50 basis point	5.30	6.26	5.18	5.40	6.69
Decrease in 50 basis point	(5.30)	(6.26)	(5.18)	(5.40)	(6.69)

Cash and cash equivalents and deposits with banks

Cash and cash equivalents of the Group are held with banks which have high credit rating. The Group considers that its cash and cash equivalents have low credit risk based on the external credit ratings of the counterparties.

Security deposits

The Group has furnished security deposits to its lessors for obtaining the premises on lease and warehouses for storage of goods. The Group considers that its deposits have low credit risk or negligible risk of default as the parties are well established entities and have strong capacity to meet the obligations. Also, where Group expects that there is an uncertainty in the recovery of deposit, it provides for suitable impairment on the same.

Particulars	**As at 30 September 2021**	**As at 30 September 2020**	**As at 31 March 2021**	**As at 31 March 2020**	**As at 31 March 2019**
Financial assets for which loss allowance is measured using Lifetime Expected Credit Losses					
Trade receivables (refer note 12)	1,449.07	1,280.94	1,141.36	1,539.70	1,643.00

During the period, trade receivable with a contractual amount of INR 0.38 million were written off (30 September 2020: INR 0.62 million; 31 March 2021: INR 1.1 million; 31 March 2020: INR 0.3 million; 31 March 2019: INR 36.45 million) and the Group does not expect to receive future cash flows or recoveries from collection of receivables previously written off. The Group's management also pursues all legal options for recovery of dues, wherever necessary, based on its internal assessment.

The Group has used a practical expedient by computing the expected credit loss allowance for trade receivables based on a provision matrix. The provision matrix takes into account historical credit loss experience and adjusted for forward looking information. The expected credit loss allowance is based on the ageing of the days the receivables are due and the rates as per Group policy.

For trade receivables balance from related parties, there are no indications at the period/ year end for default in payments. Accordingly, the Group does not anticipate risk of recovery and expected credit loss in respect thereof.

Additionally, the Group has also considered risk on account of delays and defaults due to COVID-19 in arriving at expected credit loss.

(All amounts are in INR millions except per share data or as otherwise stated)

Reconciliation of loss allowance provision – Trade receivables

Particulars	As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
Opening balance	159.38	96.54	96.54	22.90	11.43
Changes in loss allowance	54.55	15.74	62.84	73.64	11.47
Closing balance	**213.93**	**112.28**	**159.38**	**96.54**	**22.90**

ii. Liquidity risk

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

Prudent liquidity risk management implies maintaining sufficient cash and marketable securities and the cash flow generated from operations to meet obligations when due and to close out market positions. Due to the dynamic nature of the underlying businesses, Group treasury maintains flexibility in funding by maintaining availability under committed credit lines.

Management monitors rolling forecasts of the Group's liquidity position (comprising the undrawn borrowing facilities) and cash and cash equivalents on the basis of expected cash flows. This is generally carried out in accordance with practice and limits set by the Group. In addition, the Group's liquidity management policy involves projecting cash flows in major currencies and considering the level of liquid assets necessary to meet these, monitoring balance sheet liquidity ratios against internal and external regulatory requirements and maintaining debt financing plans.

Particulars	Carrying amounts as at 30 September 2021	Contractual cash flows			
		Total	0-1 years	Between 1 - 5 years	More than 5 year
Non-derivative financial liabilities					
Non current borrowings	558.04	635.28	-	635.28	-
Current borrowings (including current maturities of non current borrowings)	1,357.65	1,417.51	1,417.51	-	-
Lease liabilities (Current and non current)	605.67	800.61	151.46	438.78	210.37
Other financial liabilities (Other than lease liabilities)	109.09	109.09	109.09	-	-
Trade payables	2,063.31	2,063.31	2,063.31	-	-
Total	**4,693.76**	**5,025.80**	**3,741.37**	**1,074.06**	**210.37**

Particulars	Carrying amounts as at 30 September 2020	Contractual cash flows			
		Total	0-1 years	Between 1 - 5 years	More than 5 year
Non-derivative financial liabilities					
Non current borrowings	770.99	908.71	-	876.66	32.05
Current borrowings (including current maturities of non current borrowings)	1,720.64	1,806.49	1,806.49	-	-
Lease liabilities (Current and non current)	298.83	398.91	76.32	221.82	100.77
Other financial liabilities (Other than lease liabilities)	92.76	92.76	92.76	-	-
Trade payables	1,488.21	1,488.21	1,488.21	-	-
Total	**4,371.43**	**4,695.08**	**3,463.78**	**1,098.48**	**132.82**

Particulars	Carrying amounts as at 31 March 2021	Contractual cash flows			
		Total	0-1 years	Between 1 - 5 years	More than 5 year
Non-derivative financial liabilities					
Non current borrowings	664.37	795.43	-	795.43	-
Current borrowings (including current maturities of non current borrowings)	691.61	699.25	699.25	-	-
Lease liabilities (Current and non current)	416.44	564.65	98.98	299.27	166.40
Other financial liabilities (Other than lease liabilities)	88.52	88.52	88.52	-	-
Trade payables	1,708.63	1,708.63	1,708.63	-	-
Total	**3,569.57**	**3,856.48**	**2,595.38**	**1,094.70**	**166.40**

Particulars	Carrying amounts as at 31 March 2020	Contractual cash flows			
		Total	0-1 years	Between 1 - 5 years	More than 5 year
Non-derivative financial liabilities					
Non current borrowings	643.48	767.28	-	696.87	70.41
Current borrowings (including current maturities of non current borrowings)	1,789.15	1,878.48	1,878.48	-	-
Lease liabilities (Current and non current)	323.01	434.74	72.46	234.83	127.45
Other financial liabilities (Other than lease liabilities)	96.15	96.15	96.15	-	-
Trade payables	1,228.43	1,228.43	1,228.43	-	-
Total	**4,080.22**	**4,405.08**	**3,275.52**	**931.70**	**197.86**

Particulars	Carrying amounts as at 31 March 2019	Contractual cash flows			
		Total	0-1 years	Between 1 - 5 years	More than 5 year
Non-derivative financial liabilities					
Non current borrowings	231.66	276.40	-	254.43	21.97
Current borrowings (including current maturities of non current borrowings)	1,515.92	1,565.13	1,565.13	-	-
Lease liabilities (Current and non current)	238.84	365.39	42.98	164.08	158.33
Other financial liabilities (Other than lease liabilities)	88.74	88.74	88.74	-	-
Trade payables	805.81	805.81	805.81	-	-
Total	**2,880.97**	**3,101.47**	**2,502.66**	**418.51**	**180.30**

(All amounts are in INR millions except per share data or as otherwise stated)

iii. Market risk

Market risk is the risk that changes in market prices – such as foreign exchange rates – will affect the Group's income or the value of its holdings of financial instruments. The objective of market risk management is to manage and control market risk exposures within acceptable parameters, while optimising the return.

Currency risk

The Group is exposed to foreign currency risk to the extent that there is a mismatch between the currencies in which sales and purchases are denominated and the functional currency of the Group, hence exposure to exchange rate fluctuations arises. The risk is that the functional currency value of cash flows will vary as a result of movements in exchange rates. The functional currency of the Group is INR and the currency in which these transactions are primarily denominated is USD, RMB and CNY.

For assets and liabilities denominated in foreign currencies, the Group's policy is to ensure that its net exposure is kept to an acceptable level by buying or selling foreign currencies at spot rates when necessary to address short-term imbalances.

Particulars of unhedged foreign currency exposure are as follows-

Particulars	Currency	As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
Amount in Foreign currency						
Trade payables	USD	0.15	0.34	0.24	0.20	-
	RMB	-	0.76	-	0.72	-
	CNY	-		0.16	-	-
Trade receivables	USD	-	0.02	0.02	-	-
Amount in INR						
Trade payables	USD	11.46	25.29	17.66	15.18	-
	RMB	-	8.22	-	7.45	-
	CNY	-	-	1.76	-	-
Trade receivables	USD	-	1.14	1.14	-	-

Currency sensitivity

A reasonably possible strengthening/ (weakening) of the INR against all other currencies at reporting date would have affected the measurement of financial instruments denominated in a foreign currency and affected equity and profit or loss by the amounts shown below. This analysis assumes that all other variables, in particular interest rates, remain constant.

	For the period ended 30 September 2021	For the period ended 30 September 2020	For the year ended 31 March 2021	For the year ended 31 March 2020	For the year ended 31 March 2019
Profit/ (loss)					
Strengthening					
USD (1% movement)	0.11	0.24	0.17	0.15	-
RMB (1% movement)	-	0.08	-	0.07	-
CNY (1% movement)	-	-	0.02	-	-
Weakening					
USD (1% movement)	(0.11)	(0.24)	(0.17)	(0.15)	-
RMB (1% movement)	-	(0.08)	-	(0.07)	-
CNY (1% movement)	-	-	(0.02)	-	-

46 Capital management

The Group's policy is to maintain a strong capital base so as to maintain investor and creditor to sustain future development of the business. Management monitors the return on capital on a yearly basis as well as the level of dividends to ordinary shareholders which is given based on approved dividend policy.

The board of directors seeks to maintain a balance between the higher returns that might be possible with higher levels of borrowings and the advantages and security afforded by a sound capital position.

The Group monitors capital using a ratio of 'adjusted net debt' to 'adjusted equity'. The Group monitors capital using gearing ratio, which is adjusted net debts divided by total equity. For this purpose, adjusted net debt is defined as total liabilities, comprising interest bearing loans, borrowings, trade payables etc. less cash and cash equivalents. Adjusted equity comprise all components of equity. The Group's adjusted net debt to equity ratio at 30 September 2021, 30 September 2020, 31 March 2021, 31 March 2020 and 31 March 2019 was as follows:

	As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
Total debt (excluding lease liabilities)	1,915.69	2,491.63	1,355.98	2,432.63	1,747.58
Total equity (excluding Non-controlling interests)	**3,441.28**	**2,634.08**	**3,126.35**	**2,847.45**	**2,017.72**
Gearing ratio	56%	95%	43%	85%	87%

(All amounts are in INR millions except per share data or as otherwise stated)

47 Segment reporting

Segment information is presented in respect of the Group's key operating segments. The operating segments are based on the Group's management and internal reporting structure.

Operating segments

The Group has identified the business as single operating segment i.e. Footwear & Accessories. Accordingly, there is only one Reportable Segment for the Group which is "Footwear and Accessories", hence no specific disclosures have been made.

(a) Information about geographical areas

Major sales of the Group are made to customers which are domiciled in India. All the non-current assets of the Group are located in India.

	As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
Revenue based on sales of products attributable to external customers					
Within India	4,069.82	1,358.58	7,100.82	7,307.15	5,896.91
Outside India	-	-	-	3.43	2.13
Total	**4,069.82**	**1,358.58**	**7,100.82**	**7,310.58**	**5,899.04**

Revenue from one customer of the company is INR 432.57 million during the period ended 30 September 2021 which is more than 10% of the company's total revenue of the said period. The Group does not receive 10% or more of its revenues from transactions with any single external customer during any other reporting period/ year.

(b) The non-current assets of the Group are located in the country of domicile i.e. India. Hence no specific disclosures have been made.

48 Details of dues to micro enterprises and small enterprises as defined under MSMED Act, 2006

Particulars	As at 30 September 2021	As at 30 September 2020	As at 31 March 2021	As at 31 March 2020	As at 31 March 2019
The principal amount and the interest due thereon remaining unpaid to any supplier as at the end of year reported in Current Trade Payables					
Principal amount unpaid	131.86	55.69	86.68	40.30	15.60
Interest due	9.35	2.92	5.49	1.93	0.79
The amount of interest paid by the buyer in terms of section 16, of the MSMED Act, 2006 along with the amounts of the payment made to the supplier beyond the appointed day during the year					
Payment made beyond the Appointed Date	-	-	-	-	-
Interest Paid beyond the Appointed Date	-	-	-	-	-
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 MSMED Act, 2006.	-	-	-	-	-
The amount of interest accrued and remaining unpaid at the end of the 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 MSMED Act, 2006	-	-	-	-	-

Campus Activewear Limited (formerly known as Campus Activewear Private Limited)
Annexure VII Notes to restated consolidated financial information
(All amounts are in INR millions except per share data or as otherwise stated)

49 Ratio Analysis

a. Current ratio = Current assets divided by current liabilities

Particulars	**30 September 2021**	**30 September 2020**	**31 March 2021**	**31 March 2020**	**31 March 2019**
Current assets	5,132.00	3,980.69	3,831.57	4,315.98	3,127.08
Current liabilities	3,824.54	3,466.38	2,643.98	3,358.99	2,581.78
Ratio	**1.34**	**1.15**	**1.45**	**1.28**	**1.21**
% Change from previous period / year	**-7.40%**	**-10.63%**	**12.78%**	**6.08%**	

Reason for change more than 25%: NA

b. Debt equity ratio = Total debt divided by total shareholder's equity

Particulars	**30 September 2021**	**30 September 2020**	**31 March 2021**	**31 March 2020**	**31 March 2019**
Total debt (excluding lease liabilities)	1,915.69	2,491.63	1,355.98	2,432.63	1,747.58
Total equity (excluding Non-controlling interests)	3,441.28	2,634.08	3,126.35	2,847.45	2,017.72
Ratio	**0.56**	**0.95**	**0.43**	**0.85**	**0.87**
% Change from previous period / year	**28.35%**	**10.72%**	**-49.23%**	**-1.36%**	

Reason for change more than 25%:

The ratio has increased from 0.43 in March 2021 to 0.56 in September 2021 mainly due to increase in amount of current borrowings.
The ratio has decreased from 0.85 in March 2020 to 0.43 in March 2021 mainly due to repayment of current borrowings.

c. Debt service coverage ratio = Earnings available for debt services divided by total interest and principal repayments

Particulars	**30 September 2021**	**30 September 2020**	**31 March 2021**	**31 March 2020**	**31 March 2019**
Profit/ (loss) after tax*	300.86	(217.80)	268.63	623.69	386.00
Add: Non cash operating expenses and finance cost					
-Depreciation and other non cash operating expenses	309.04	153.28	408.61	356.80	237.04
-Finance costs	83.32	82.22	160.84	146.43	169.60
Earnings available for debt service	**693.22**	**17.70**	**838.08**	**1,126.92**	**792.64**
Interest on borrowings and lease liabilities	83.32	82.22	160.84	146.43	169.60
Principal repayments and lease payments	187.51	81.98	197.49	134.09	71.50
Total interest and principal repayments	**270.83**	**164.20**	**358.33**	**280.52**	**241.10**
Ratio	**2.56**	**0.11**	**2.34**	**4.02**	**3.29**
% Change from previous period / year	**9.44%**	**-97.32%**	**-41.78%**	**22.19%**	

*Profit/ (loss) after tax for the six months period ended 30 September 2021 and 30 September 2020 were not annualized.

Reason for change more than 25%:

The ratio has decreased from 4.02 in March 2020 to 0.11 in September 2020 mainly due to loss of INR 217.80 million in period ended 30 September 2020 against profit of INR 623.69 million in FY 19-20.

The ratio has decreased from 4.02 in March 2020 to 2.34 in March 2021 mainly due to decrease in earnings available for debt service (which is mainly on account of derecognition of deferred tax asset on goodwill) and increase in principal repayments.

d. Return on equity ratio / return on investment ratio = Net profit after tax divided by average shareholder's equity

Particulars	**30 September 2021**	**30 September 2020**	**31 March 2021**	**31 March 2020**	**31 March 2019**
Net profit/ (loss) after tax*	300.86	(217.80)	268.63	623.69	386.00
Average shareholder's equity (excluding Non-controlling interests)	3,283.82	2,740.77	2,986.90	2,432.59	1,810.59
Ratio (in %)	9.16%	-7.95%	8.99%	25.64%	21.32%
% Change from previous period / year	**1.87%**	**-130.99%**	**-64.92%**	**20.26%**	

*Profit/ (loss) after tax for the six months period ended 30 September 2021 and 30 September 2020 were not annualized.

Reason for change more than 25%:

The ratio has decreased from 0.26 in March 2020 to -0.08 in September 2020 mainly due to loss of INR 217.80 million in period ended 30 September 2020 against profit of INR 623.69 million in FY 19-20.

The ratio has decreased from 0.26 in March 2020 to 0.09 in March 2021 due to decrease in net profit after tax which is mainly on account of derecognition of deferred tax asset on goodwill.

(All amounts are in INR millions except per share data or as otherwise stated)

e. Inventory turnover ratio = Net Sales divided by average inventory

Particulars	30 September 2021	30 September 2020	31 March 2021	31 March 2020	31 March 2019
Sale of goods (Net Sales)*	4,069.82	1,358.58	7,100.82	7,310.58	5,899.04
Average inventory	2,504.16	1,839.25	1,862.04	1,440.33	1,059.25
Ratio	1.63	0.74	3.81	5.08	5.57
% Change from previous period / year	**-57.4%**	**-85.45%**	**-24.87%**	**-8.86%**	

*Net sales for the six months period ended 30 September 2021 and 30 September 2020 were not annualized.

Reason for change more than 25%:

The ratio has decreased from 3.81 in March 2021 to 1.63 in September 2021 mainly due to significant increase in inventory as at the period end.

The ratio has decreased from 5.08 in March 2020 to 0.74 in September 2020 mainly due to significant decrease in sales during the period which was primarily on account of Covid-19.

f. Trade receivables turnover ratio = Net sales divided by average trade receivables

Particulars	30 September 2021	30 September 2020	31 March 2021	31 March 2020	31 March 2019
Sale of goods (Net Sales)*	4,069.82	1,358.58	7,100.82	7,310.58	5,899.04
Average trade receivables	1,295.22	1,410.32	1,340.53	1,591.35	1,777.95
Ratio	3.14	0.96	5.30	4.59	3.32
% Change from previous period / year	**-40.68%**	**-79.03%**	**15.30%**	**38.46%**	

*Net sales for the six months period ended 30 September 2021 and 30 September 2020 were not annualized.

Reason for change more than 25%:

The ratio has decreased from 5.3 in March 2021 to 3.14 in September 2021 mainly due to lower sales of six months as compared with full year.

The ratio has decreased from 4.59 in March 2020 to 0.96 in September 2020 mainly due to significant decrease in sales and lower collections during the period which was primarily on account of Covid-19.

The ratio has increased from 3.32 in March 2019 to 4.59 in March 2020 due to decrease in outstanding balance of trade receivables which is due to better collection efficiency.

g. Trade payables turnover ratio = Net purchases divided by average trade payables

Particulars	30 September 2021	30 September 2020	31 March 2021	31 March 2020	31 March 2019
Net purchases	2,920.29	1,100.13	4,083.91	4,341.59	3,463.78
Average trade payables	1,885.97	1,358.32	1,468.53	1,017.12	949.91
Ratio	1.55	0.81	2.78	4.27	3.65
% Change from previous period / year	**-44.32%**	**-81.03%**	**-34.85%**	**17.06%**	

*Net purchases for the six months period ended 30 September 2021 and 30 September 2020 were not annualized.

Reason for change more than 25%:

The ratio has decreased from 2.78 in March 2021 to 1.55 in September 2021 mainly due to significant increase in trade payables as at the period end and lower purchases of six months as compared with full year.

The ratio has decreased from 4.27 in March 2020 to 0.81 in September 2020 mainly due to significant decrease in purchases of six months as compared with full year and lower payments made during the period which was primarily on account of Covid-19.

The ratio has decreased from 4.27 in March 2020 to 2.78 in March 2021 mainly due to significant increase in outstanding balances of trade payables as at the year end.

h. Net capital turnover ratio = Net sales divided by working capital

Particulars	30 September 2021	30 September 2020	31 March 2021	31 March 2020	31 March 2019
Sale of goods (Net Sales)*	4,069.82	1,358.58	7,100.82	7,310.58	5,899.04
Working capital	1,307.46	514.31	1,187.59	956.99	545.30
Ratio	3.11	2.64	5.98	7.64	10.82
% Change from previous period / year	**-47.94%**	**-65.42%**	**-21.73%**	**-29.38%**	

*Net sales for the six months period ended 30 September 2021 and 30 September 2020 were not annualized.

Reason for change more than 25%:

The ratio has decreased from 5.98 in March 2021 to 3.11 in September 2021 mainly due to lower sales of six months as compared with full year.

The ratio has decreased from 7.64 in March 2020 to 2.64 in September 2020 mainly due to significant decrease in sales during the period which was primarily on account of Covid-

The ratio has decreased from 10.82 in March 2019 to 7.64 in March 2020 mainly due to increase in net working capital which is primarily due to increase in inventories.

(All amounts are in INR millions except per share data or as otherwise stated)

i. Net profit ratio = Net profit after tax divided by Net sales

Particulars	30 September 2021	30 September 2020	31 March 2021	31 March 2020	31 March 2019
Net profit/ (loss) after tax*	300.86	(217.80)	268.63	623.69	386.00
Sale of goods (Net Sales)*	4,069.82	1,358.58	7,100.82	7,310.58	5,899.04
Ratio	0.07	(0.16)	0.04	0.09	0.07
% Change from previous period / year	**95.41%**	**-287.91%**	**-55.66%**	**30.38%**	

*Net profit/ (loss) after tax for the six months period ended 30 September 2021 and 30 September 2020 were not annualized.
*Net sales for the six months period ended 30 September 2021 and 30 September 2020 were not annualized.

Reason for change more than 25%:

The ratio has increased from 0.04 in March 2021 to 0.07 in September 2021 mainly due to improved performance during the period.
The ratio has decreased from 0.09 in March 2020 to -0.16 in September 2020 due to reduced operations which was primarily on account of Covid-19.
The ratio has decreased from 0.09 in March 2020 to 0.04 in March 2021 mainly due to due to decrease in net profit after tax which is mainly on account of derecognition of deferred tax asset on goodwill.
The ratio has increased from 0.07 in March 2019 to 0.09 in March 2020 mainly due to improved performance during the year.

j. Return on capital employed = Earnings before interest and taxes (EBIT) divided by capital employed

Particulars	30 September 2021	30 September 2020	31 March 2021	31 March 2020	31 March 2019
Profit/ (loss) before tax*	390.93	(413.05)	699.45	987.54	663.29
Add: Finance costs	62.14	68.00	130.46	119.84	151.91
EBIT*	**453.07**	**(345.05)**	**829.91**	**1,107.38**	**815.20**
Tangible net worth (Total assets - total liabilities - intangible assets)	3,435.24	2,627.05	3,121.18	2,834.32	1,978.95
Total debt (excluding lease liabilities)	1,915.69	2,491.63	1,355.98	2,432.63	1,747.58
Capital employed	**5,350.93**	**5,118.68**	**4,477.16**	**5,266.95**	**3,726.53**
Ratio (in %)	8.47%	-6.74%	18.54%	21.03%	21.88%
% Change from previous period / year	**-54.32%**	**-132.06%**	**-11.84%**	**-3.89%**	

*Profit before tax and EBIT for the six months period ended 30 September 2021 and 30 September 2020 were not annualized.

Reason for change more than 25%:
The ratio has decreased from 0.19 in March 2021 to 0.08 in September 2021 mainly due to increase in total debt and lower EBIT of six months as compared with full year.
The ratio has decreased from 0.21 in March 2020 to -0.07 in September 2020 mainly due to reduced operations which was primarily on account of Covid-19.

50 During the FY 2020-21, the Group's financials got impacted due to COVID-19 declared as pandemic by world health organization (WHO). The Group had suspended operations in all the units during lockdown period to comply with COVID 19 related restrictions imposed by the Central and State governments. These restrictions though imposed to fight against COVID-19 had also impacted the normal business by way of interruption in store operations, disrupted supply chain, extended credit period etc.

However, the Group worked on plans to step up the distribution, increase marketing spends and partly offset the business impact by increasing the Online channel sales. The Group has maintained throughout lockdowns and subsequently a good cash position and has been able to meet its financial liabilities without utilizing moratorium.

Management believes that Group will continue its journey of profitable growth that will be driven by the strong fundamentals of operating model and continued focus on long term business plan.

51 The Board of Directors of the Company has approved the scheme of merger of Campus AI Private Limited with Campus Activewear Limited and the application has been filed with National Company Law Tribunal (NCLT).

52 On 9 February 2021, the Company has received approval from shareholders for re-classification of authorised share capital from redeemable preference shares amounting INR 1,530 million to equity share capital in Extra-ordinary General Meeting.

53 Ankit International (partnership firm) converted into a private limited company, Campus AI Private Limited at end of closing business hours on 7 February 2020.

54 The disclosure regarding details of specified bank notes held and transaction during 8 November 2016 to 30 December 2016 have not been made since the requirement does not pertain to periods/ years reported.

(All amounts are in INR millions except per share data or as otherwise stated)

55 Events after the reporting period

Subsequent to the period end, following events have occurred:

a. The Company has converted itself from Private Limited to Public Limited, pursuant to a special resolution passed in the extraordinary general meeting of the shareholders of the Company held on 9 November 2021 and consequently the name of the Company has changed to "Campus Activewear Limited" pursuant to a fresh certificate of incorporation issued by the Registrar of Companies on 22 November 2021.

b. The Board of Directors and shareholders of the Company at their meeting held on 9 November 2021, have approved stock split of one equity share having face value of INR 10 each into two equity shares having face value of INR 5 each.

The impact of above mentioned stock split has been considered retrospectively for the purpose of calculation of basic and diluted earnings per share for all periods presented

Particulars	**Number of shares**
Number of equity shares (as at 30 September 2021)	151,871,564
Number of Equity shares post stock split (1 equity share into 2 equity shares)	303,743,128

As per our report of even date attached

For B S R & Associates LLP
Chartered Accountants
ICAI Firm Registration Number: 116231W/W-100024

For and on behalf of the Board of Directors of
Campus Activewear Limited (formerly known as Campus Activewear Private Limited)

Ashwin Bakshi
Partner
Membership Number: 506777

Hari Krishan Agarwal
Managing Director
DIN : 00172467

Nikhil Aggarwal
CEO and Director
DIN : 01877186

Raman Chawla
Chief Financial Officer

Archana Maini
Company Secretary
Membership No.: A16092

Place: New Delhi
Date: 10 December 2021

Place: New Delhi
Date: 10 December 2021

Place: New Delhi
Date: 10 December 2021

OTHER FINANCIAL INFORMATION

Accounting ratios

The accounting ratios derived from Restated Consolidated Financial Information required to be disclosed under the SEBI ICDR Regulations are set forth below:

Particulars	Fiscal 2019	Fiscal 2020	Fiscal 2021	Six months ended September 30, 2020	Six months ended September 30, 2021
Profit/ (loss) attributable to equity shareholders (A) (₹ in million)	384.14	615.99	268.74	(219.93)	308.65
Weighted average number of equity shares for basic EPS (B)	300,168,804	301,167,656	303,743,128	303,743,128	303,743,128
Weighted average number of equity shares for diluted EPS (C)	300,168,804	301,167,656	303,743,128	303,743,128	303,743,128
Basic Earnings per share (in ₹) (D = A/B)	1.28	2.05	0.88	(0.72)	1.02
Diluted Earnings per share (in ₹) (E = A/C)	1.28	2.05	0.88	(0.72)	1.02
Equity attributable to owners of the Company (F) (₹ in million)	2,017.72	2,847.45	3,126.35	2,634.08	3,441.28
Return on Net Worth (G = A/F*100) (%)	19.04	21.63	8.60	(8.35)[1]	8.97[1]
Profit/ (loss) after tax (A) (₹ in million)	386.00	623.69	268.63*	(217.80)	300.86
Total tax expenses (B) (₹ in million)	277.29	363.85	430.82*	(195.25)	90.07
Finance costs (C) (₹ in million)	211.67	165.06	171.59	84.15	88.37
Depreciation and amortisation expense(D) (₹ in million)	143.66	230.66	327.07	127.23	239.68
EBITDA (A+B+C+D) (₹ in million)	1,018.62	1,383.26	1,198.11	(201.67)	718.98
Revenues from operations (₹ in million)	5,948.73	7,320.43	7,112.84	1,362.01	4,082.96
EBITDA / Revenues from Operations (%)	17.12%	18.90%	16.84%	(14.81%)	17.61%

[1] *For the purpose of calculation of Return on Net Worth, profit/ (loss) attributable to equity shareholders (A) (₹ in million) is not annualised.*
** Pursuant to amendment by Finance Act, 2021 dated 28 March 2021, goodwill has been held as non-tax deductible asset effective 1 April, 2021. Consequently, the Company has derecognised the deferred tax assets on goodwill as on 31 March 2021 amounting to ₹ 247.17 million, thereby impacting profit after tax for the year ended March 31, 2021.*

The ratios have been computed as under:

1. Basic and diluted earnings/ (loss) per equity share: Basic and diluted earnings/ (loss) per equity share are computed in accordance with Indian Accounting Standard 33 notified under the Companies (Indian Accounting Standards) Rules of 2015 (as amended) post effect of sub-division of Equity Shares.
2. Return on Net Worth ratio: Profit/ (loss) for the period attributable to owners of the Company divided by the equity attributable to the owners of the company
3. EBITDA: Profit / (loss) after tax + tax expense + interest on borrowings + depreciation and amortization expense.
4. Net profit/(loss) after tax attributable to owners of the Company represent Profit attributable to the owners of the Company.

Subsequent to September 30, 2021, there is split in face value of equity share from ₹ 10 to ₹ 5 each held on record date. These changes have been considered retrospectively for the purpose of calculation of the Net Asset Value per Equity Share and basic & diluted earnings per share

In accordance with the SEBI ICDR Regulations, the audited standalone financial statements for Fiscals 2019, 2020 and 2021 of our Company and our Material Subsidiary (collectively, the **"Audited Financial Statements**") are available on our website at www.campusactivewear.com.

Our Company is providing a link to this website solely to comply with the requirements specified in the SEBI ICDR Regulations. The Audited Financial Statements do not constitute, (i) a part of this Draft Red Herring Prospectus; or (ii) a prospectus, a statement in lieu of a prospectus, an offering circular, an offering memorandum, an advertisement, an offer or a solicitation of any offer or an offer document to purchase or sell any securities under the Companies Act, the SEBI ICDR Regulations, or any other applicable law in India or elsewhere.

The Audited Financial Statements should not be considered as part of information that any investor should consider subscribing for or purchase any securities of our Company or any entity in which our Shareholders have significant influence and should not be relied upon or used as a basis for any investment decision. None of the entities specified above, nor any of their advisors, nor the BRLMs or the Selling Shareholders, nor any of their respective employees, directors, affiliates, agents or representatives accept any liability whatsoever for any loss, direct or indirect, arising from any information presented or contained in the Audited Financial Statements, or the opinions expressed therein.

Reconciliation of non-GAAP measures

Reconciliation for the following non-GAAP financial measures included in this Draft Red Herring Prospectus, are as set out below:

1. Reconciliation of Net Worth and Return on Net Worth

(₹ in million)

Particulars	Fiscal 2019	Fiscal 2020	Fiscal 2021	Six months ended September 30, 2020	Six months ended September 30, 2021
Equity Share Capital as per Restated Consolidated Financial Information (I)	0.97	1,518.71	1,518.71	1,518.71	1,518.71
Other Equity as per Restated Consolidated Financial Information (II)	2,016.75	1,328.74	1,607.64	1,115.37	1,922.57
Net Worth (III=I+II)`	2,017.72	2,847.45	3,126.35	2,634.08	3,441.28
Net profit/ (loss) after tax attributable to Owners of the Company (IV)	384.14	615.99	268.74#	(219.93)*	308.65*
Return on Net Worth (V=IV/III) (in %)	19.04%	21.63%	8.60%	(8.35%)	8.97%

**Net profit/ (loss) after tax for the six months period ended 30 September 2021 and 30 September 2020 are not annualized.*
Net Worth means the equity attributable to owners of the Company.
#Pursuant to amendment by Finance Act, 2021 dated March 28, 2021, goodwill has been held as non-tax deductible asset effective April 1, 2021. Consequently, the Company has derecognised the deferred tax assets on goodwill as on March 31, 2021 amounting to ₹ 247.17 million, thereby impacting profit after tax for the year ended March 31, 2021.

2. Reconciliation of Net Asset Value per Equity Share

(₹ in million)

Particulars	Fiscal 2019	Fiscal 2020	Fiscal 2021	Six months ended September 30, 2020	Six months ended September 30, 2021
Equity Share Capital as per Restated Consolidated Financial Information (I)	0.97	1,518.71	1,518.71	1,518.71	1,518.71
Other Equity as per Restated Consolidated Financial Information (II)	2,016.75	1,328.74	1,607.64	1,115.37	1,922.57
Net Worth (III=I+II)	2,017.72	2,847.45	3,126.35	2,634.08	3,441.28
Weighted average number of equity shares (IV)	300,168,804	301,167,656	303,743,128	303,743,128	303,743,128
Net Asset Value per Equity Share (₹) (V= III/IV*10^6)	6.72	9.45	10.29	8.67	11.33

Net Asset Value per Equity Share: Equity attributable to owners of the Company i.e. Net Worth divided by weighted average numbers of equity shares outstanding during the year. Subsequent to September 30, 2021, there is split in face value of equity share from ₹ 10 to ₹ 5 each held on record date. These changes have been considered retrospectively for the purpose of calculation of the Net Asset Value per Equity Share

3. Reconciliation of Profit / (loss) for the year to EBITDA

(₹ in million)

Particulars	As at and for the Fiscal ended			As at and for the six months ended	
	March 31, 2019	March 31, 2020	March 31, 2021	September 30, 2020	September 30, 2021
Profit / (Loss) for the year attributable to the owners of the Company (I)	384.14	615.99	268.74	(219.93)	308.65
Profit / (loss) for the year attributable to non-controlling interests (II)	1.86	7.70	(0.11)	2.13	(7.79)
Profit / (loss) for the year (III=I+II)	386.00	623.69	268.63	(217.80)	300.86
Add:					
Finance costs (IV)	211.67	165.06	171.59	84.15	88.37
Total tax expense /(income) (V)	277.29	363.85	430.82	(195.25)	90.07
Depreciation and amortisation expense (VI)	143.66	230.66	327.07	127.23	239.68
EBITDA (VII=III+IV+V+VI)	**1,018.62**	**1,383.26**	**1,198.11**	**(201.67)**	**718.98**

4. Reconciliation of EBITDA Margin

(₹ in million, except margin)

Particulars	As at and for the Fiscal ended			As at and for the six months ended	
	March 31, 2019	March 31, 2020	March 31, 2021	September 30, 2020	September 30, 2021
EBITDA (I)	1,018.62	1,383.26	1,198.11	(201.67)	718.98
Revenue from operations (II)	5,948.73	7,320.43	7,112.84	1,362.01	4,082.96
EBITDA Margin (I/II) (in %)	17.12%	18.90%	16.84%	(14.81%)	17.61%

5. Reconciliation of Gross Margin and Gross Margin %

(₹ in million, except margin)

Particulars	As at and for the Fiscal ended			As at and for the six months ended	
	March 31, 2019	March 31, 2020	March 31, 2021	September 30, 2020	September 30, 2021
Revenue from operations (I)	5,948.73	7,320.43	7,112.84	1,362.01	4,082.96
Less: Cost of materials consumed (II)	3,241.99	4,138.34	4,005.97	1,204.11	2,617.45

Particulars	As at and for the Fiscal ended			As at and for the six months ended	
	March 31, 2019	March 31, 2020	March 31, 2021	September 30, 2020	September 30, 2021
Less: Purchases of stock -in-trade (III)	103.02	4.83	37.82	1.86	90.39
Less: Changes in inventories of finished goods, stock-in-trade and work-in-progress (IV)	(133.03)	(341.89)	(299.74)	(395.86)	(753.25)
Gross Margin (V=I-II-III-IV)	2,736.75	3,519.15	3,368.79	551.90	2,128.37
Gross Margin (VI=V/I) (in %)	46.01%	48.07%	47.36%	40.52%	52.13%

6. Reconciliation of Profit / (Loss) after Tax Margin

(₹ in million, except margin)

Particulars	As at and for the Fiscal ended			As at and for the six months ended	
	March 31, 2019	March 31, 2020	March 31, 2021	September 30, 2020	September 30, 2021
Profit / (Loss) for the year (I)	386.00	623.69	268.63#	(217.80)	300.86
Revenue from operations (II)	5,948.73	7,320.43	7,112.84	1,362.01	4,082.96
Profit / (Loss) after Tax Margin (III=I/II)	**6.49%**	**8.52%**	**3.78%**	**(15.99)%**	**7.37%**

#Pursuant to amendment by Finance Act, 2021 dated March 28, 2021, goodwill has been held as non-tax deductible asset effective April 1, 2021. Consequently, the Company has derecognised the deferred tax assets on goodwill as on March 31, 2021 amounting to ₹ 247.17 million, thereby impacting profit after tax for the year ended March 31, 2021.

7. EBIT, Capital employed and Return on Capital Employed

(*₹ in million, except margin*)

Particulars	As at and for the Fiscal ended			As at and for the six months ended	
	March 31, 2019	March 31, 2020	March 31, 2021	September 30, 2020	September 30, 2021
Profit/ (loss) after tax	386.00	623.69	268.63	(217.80)	300.86
Add: Total tax expenses	277.29	363.85	430.82	(195.25)	90.07
Add: Finance costs#	151.91	119.84	130.46	68.00	62.14
EBIT (I)*	**815.20**	**1,107.38**	**829.91**	**(345.05)**	**453.07**
Tangible Net Worth (Total assets - total liabilities - intangible assets)	1,978.95	2,834.32	3,121.18	2,627.05	3,435.24
Total Borrowings (excluding lease liabilities)	1,747.58	2,432.63	1,355.98	2,491.63	1,915.69
Capital Employed (II)	3,726.53	5,266.95	4,477.16	5,118.68	5,350.93
Return on Capital Employed (I/II) (in %)	21.88%	21.03%	18.54%	(6.74%)*	8.47%*

 # Includes only interest on borrowings
** Profit/ (loss) before tax and EBIT and Revenue from operations for the six months period ended September 30, 2021 and September 30, 2020 are not annualized.*

8. Return on Equity ratio

(*₹ in million, except margin*)

Particulars	As at and for the Fiscal ended			As at and for the six months ended	
	March 31, 2019	March 31, 2020	March 31, 2021	September 30, 2020	September 30, 2021
Net profit/ (loss) after tax (I)	386.00	623.69	268.63#	(217.80)	300.86
Average shareholder's equity (excluding Non-controlling interests) (II)	1,810.59	2,432.59	2,986.90	2,740.77	3,283.82
Return on Equity ratio (I/II) (in %)	21.32%	25.64%	8.99%	(7.95)%*	9.16%*

** Profit/ (loss) after tax and Revenue from operations for the six months period ended September 30, 2021 and September 30,*

2020 are not annualized.
 # Pursuant to amendment by Finance Act, 2021 dated March 28, 2021, goodwill has been held as non-tax deductible asset effective April 1, 2021. Consequently, the Company has derecognised the deferred tax assets on goodwill as on March 31, 2021 amounting to ₹ 247.17 million, thereby impacting profit after tax for the year ended March 31, 2021.

9. Average Selling Price

(*₹ in million, except margin*)

Particulars	As at and for the Fiscal ended			As at and for the six months ended	
	March 31, 2019	March 31, 2020	March 31, 2021	September 30, 2020	September 30, 2021
Revenue from sale of goods (I)	5,899.04	7,310.58	7,100.82	1,358.58	4,069.82
Number of Goods sold (II)	12.26	14.36	13.00	2.68	7.05
Average Selling Price (III=I/II)	**481**	**509**	**546**	**507**	**577**

Related Party Transactions

For details of the related party transactions, as per the requirements under applicable Accounting Standards i.e. Ind AS 24 ‘Related Party Disclosures’ for the six months ended September 30, 2020 and September 30, 2021 and Fiscals 2021, 2020 and 2019, read with SEBI ICDR Regulations, and as reported in the Restated Consolidated Financial Information, see “*Financial Statements – Restated Consolidated Financial Information – Note 43: Related parties*” beginning on page 290.

CAPITALISATION STATEMENT

The following table sets forth our capitalisation as of September 30, 2021, derived from our Restated Consolidated Financial Information:

(in ₹ million)

Particulars	Pre-Offer as at September 30, 2021	As adjusted for the Offer*
Borrowings		
Non-current borrowings (I)	558.04	[●]
Current borrowings (II)	1,357.65	[●]
Total borrowings (III = I + II)	1,915.69	**[●]**
Equity		
Equity share capital (IV)	1,518.71	[●]
Instruments entirely equity in nature (V)	-	[●]
Other equity (VI)	1,922.57	[●]
Total equity (VII = IV + V + VI)	3,441.28	**[●]**
Total borrowings / Equity (VIII = III / VII)	0.56	**[●]**

** The corresponding post Offer capitalization data is not determinable at this stage pending the completion of the book building process and hence have not been furnished. To be updated upon finalization of the Offer Price.*

Other equity is calculated without considering balance of non-controlling interest as at respective reporting date.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL POSITION AND RESULTS OF OPERATIONS

You should read the following discussion in conjunction with our Restated Consolidated Financial Information as of and for Fiscals 2019, 2020 and 2021 and six months ended September 30, 2020 and September 30, 2021, including the related annexures.

Unless otherwise indicated or the context otherwise requires, the financial information for Fiscals 2019, 2020 and 2021 and six months ended September 30, 2020 and September 30, 2021, included herein is derived from the Restated Consolidated Financial Information, included in this Draft Red Herring Prospectus. For further information, see "Financial Statements" on page 234.

Our Fiscal year ends on March, 31 of each year. Accordingly, all references to a particular Fiscal are to the 12-month period ended March, 31 of that year.

This discussion contains forward-looking statements that involve risks and uncertainties and reflects our current view with respect to future events and financial performance. Actual results may differ from those anticipated in these forward-looking statements as a result of factors such as those set forth under "Forward-looking Statements" and "Risk Factors" on pages 18 and 27, respectively.

Overview

Campus

Our brand 'CAMPUS' is the largest sports and athleisure footwear brand in India in terms of value and volume in Fiscal 2021. (*Source: Technopak Report*). We introduced our brand 'CAMPUS' in 2005 and are a lifestyle-oriented sports and athleisure footwear company that offers a diverse product portfolio for the entire family. We offer multiple choices across styles, color palettes, price points and an attractive product value proposition.

Our strength in the Indian sports and athleisure footwear landscape is demonstrated on account of the following (*Source: Technopak Report*):

- ❖ We are the largest sports and athleisure footwear brand in India, both in terms of value and volume in Fiscal 2021
- ❖ We are the fastest growing scaled sports and athleisure footwear brand (scaled brands being brands with over ₹ 2 billion of revenue in Fiscal 2019) in India over Fiscal 2019 to Fiscal 2021.
- ❖ We had an approximately 15% market share in the branded sports and athleisure footwear industry in India by value for Fiscal 2020, which increased to approximately 17% in Fiscal 2021.
- ❖ We are one of the very few established Indian brands in a segment which is primarily dominated by international brands.

We are one of the most relevant brands in this segment with a diverse product portfolio, covering more than 85% of the total addressable market for sports and athleisure footwear in India as of Fiscal 2021.

The Indian footwear industry is one of the fastest growing discretionary categories from Fiscal 2021 to Fiscal 2025. *(Source: Technopak Report)* For further details, see *"Industry Overview*" on page 110.

We evaluate our revenue from operations and business performance on the following parameters:

Demographics

The following table sets forth our total number of active styles and revenue contribution of different demographics to our revenue from operations for the periods indicated:

Demography	Fiscal						Six months ended September 30,			
	Fiscal 2019		Fiscal 2020		Fiscal 2021		Six months ended September 30, 2020		Six months ended September 30, 2021	
	Number of Active Styles	Revenue contribution to revenue from operations (%)	Number of Active Styles	Revenue contribution to revenue from operations (%)	Number of Active Styles	Revenue contribution to revenue from operations (%)	Number of Active Styles	Revenue contribution to revenue from operations (%)	Number of Active Styles	Revenue contribution to revenue from operations (%)
Men	917	82.71%	1,163	83.13%	1,310	87.47%	812	88.82%	1,274	82.26%
Women	107	4.05%	100	4.06%	152	4.60%	98	4.75%	190	7.62%
Kids and children	429	12.40%	553	12.68%	548	7.76%	289	6.18%	423	9.80%
Total*	**1,453**	**99.16%**	**1,816**	**99.87%**	**2,010**	**99.83%**	**1,199**	**99.75%**	**1,887**	**99.68%**

** Total represents all revenues from the categories mentioned in the table and excluding revenue from scrap sales for all periods and excluding GST budgetary support in Fiscal 2019.*

As indicated in the table above, for the six months ended September 30, 2021, 82.26% of revenue from operations is contributed by men's category and the remaining 17.42% of revenue from operations is collectively contributed by women's and kids and children's category.

The following table sets forth the number of pairs sold, the revenue contributed and the ASP for each demographic for the periods indicated:

Demography	Fiscal 2019			Fiscal 2020			Fiscal 2021			Six months ended September 30, 2020			Six months ended September 30, 2021		
	Amount (₹ in million)	Number of Pairs (in million)	ASP	Amount (₹ in million)	No. of Pairs (mm)	ASP	Amount (₹ in million)	No. of Pairs (mm)	ASP	Amount (₹ in million)	No. of Pairs (mm)	ASP	Amount (₹ in million)	No. of Pairs (mm)	ASP
Men	4,920.46	8.66	569	6,085.27	10.05	606	6,221.78	10.48	594	1,209.69	2.23	544	3,358.70	5.37	626
Women	240.73	0.61	397	297.13	0.69	428	327.48	0.67	490	64.69	0.15	428	311.10	0.64	487
Kids and children	737.85	2.99	246	928.18	3.62	256	551.56	1.85	298	84.20	0.30	278	400.02	1.04	384
Total	**5,899.04**	**12.26**	**481**	**7,310.58**	**14.36**	**509**	**7,100.82**	**13.00**	**546**	**1,358.58**	**2.68**	**507**	**4,069.82**	**7.05**	**577**

While our average ASP grew at a CAGR of 7.56% between Fiscal 2019 and six months ended September 30, 2021, our ASP for women's and kids and children's category grew at a CAGR of 8.48% and 19.41%, respectively, over the same period.

Price

The following table sets forth the total number of active styles across the different price ranges and the revenue contribution by different price ranges towards revenue from operations for the periods indicated:

Price range	Fiscal 2019		Fiscal 2020		Fiscal 2021		Six months ended September 30, 2020		Six months ended September 30, 2021	
	Active Styles	Revenue contribution to revenue from operations (%)	Active Styles	Revenue contribution to revenue from operations (%)	Active Styles	Revenue contribution to revenue from operations (%)	Active Styles	Revenue contribution to revenue from operations (%)	Active Styles	Revenue contribution to revenue from operations (%)
At or below ₹1,049	1,001	47.23%	1,193	46.80%	1,302	46.00%	765	48.29%	1,163	45.01%
₹1,050 – ₹1,499	308	20.89%	375	27.98%	387	21.13%	248	27.58%	381	17.45%

Price range	Fiscal 2019		Fiscal 2020		Fiscal 2021		Six months ended September 30, 2020		Six months ended September 30, 2021	
	Active Styles	Revenue contribution to revenue from operations (%)	Active Styles	Revenue contribution to revenue from operations (%)	Active Styles	Revenue contribution to revenue from operations (%)	Active Styles	Revenue contribution to revenue from operations (%)	Active Styles	Revenue contribution to revenue from operations (%)
At or above ₹1,500	144	31.04%	248	25.09%	321	32.70%	186	23.88%	343	37.22%
Total*	**1,453**	**99.16%**	**1,816**	**99.87%**	**2,010**	**99.83%**	**1,199**	**99.75%**	**1,887**	**99.68%**

** Total represents all revenues from the categories mentioned in the table and excluding revenue from scrap sales for all periods and excluding GST budgetary support in Fiscal 2019.*

The revenue contribution from our premium products to our revenue from operations has also increased over the years from 31.04% for Fiscal 2019 to 37.22% for six months ended September 30, 2021, thereby contributing towards growth in the premium category of our product portfolio and increase in the ASP of our products.

The following table sets forth the volume of products sold and the revenue contributed by different price ranges for the periods indicated:

(in million)

Price range	Fiscal 2019		Fiscal 2020		Fiscal 2021		Six months ended September 30, 2020		Six months ended September 30, 2021	
	Revenue (₹)	Volume sold (pairs)	Revenue (₹)	Volume sold (pairs)	Revenue (₹)	Volume sold (pairs)	Revenue (₹)	Volume sold (pairs)	Revenue (₹)	Volume sold (pairs)
At or below ₹1,049	2,809.82	8.16	3,425.98	9.44	3,271.71	7.91	657.68	1.69	1,837.76	4.26
₹1,050 – ₹1,499	1,242.94	1.97	2,048.06	2.88	1,503.09	2.28	375.67	0.59	712.51	1.07
At or above ₹1,500	1,846.28	2.13	1,836.54	2.04	2,326.02	2.81	325.23	0.40	1,519.55	1.72
Total	**5,899.04**	**12.26**	**7,310.58**	**14.36**	**7,100.82**	**13.00**	**1,358.58**	**2.68**	**4,069.82**	**7.05**

The volumes sold of semi-premium products and premium products has increased from 33.46% in Fiscal 2019 to 39.55% in six months ended September 30, 2021 and the contribution from semi-premium products and premium products has increased from 52.37% in Fiscal 2019 to 54.84% in six months ended September 30, 2021.

Shopping behaviour

The following table sets forth the revenue contribution from trade distribution and direct-to-consumer channels to revenue from operations and the percentage of volume of products sold for the periods indicated:

Channel	Fiscal 2019		Fiscal 2020		Fiscal 2021		Six months ended September 30, 2020		Six months ended September 30, 2021	
	Revenue contribution to revenue from operations (%)	Volume sold (%)	Revenue contribution to revenue from operations (%)	Volume sold (%)	Revenue contribution to revenue from operations (%)	Volume sold (%)	Revenue contribution to revenue from operations (%)	Volume sold (%)	Revenue contribution to revenue from operations (%)	Volume sold (%)
Trade Distribution	93.27%	96.64%	87.59%	91.67%	75.25%	81.36%	69.69%	77.20%	61.03%	65.86%
Direct-to-consumer (online)	2.84%	1.54%	7.82%	5.41%	21.11%	16.16%	26.51%	20.44%	35.05%	31.25%
Direct-to-consumer (offline)	3.05%	1.82%	4.46%	2.92%	3.47%	2.48%	3.55%	2.36%	3.60%	2.89%

Channel	Fiscal 2019		Fiscal 2020		Fiscal 2021		Six months ended September 30, 2020		Six months ended September 30, 2021	
	Revenue contribution to revenue from operations (%)	Volume sold (%)	Revenue contribution to revenue from operations (%)	Volume sold (%)	Revenue contribution to revenue from operations (%)	Volume sold (%)	Revenue contribution to revenue from operations (%)	Volume sold (%)	Revenue contribution to revenue from operations (%)	Volume sold (%)
Total*	**99.16%**	**100.00%**	**99.87%**	**100.00%**	**99.83%**	**100.00%**	**99.75%**	**100.00%**	**99.68%**	**100.00%**

** Total represents all revenues from the categories mentioned in the table and excluding revenue from scrap sales for all periods and excluding GST budgetary support in Fiscal 2019.*

Our revenue contribution from trade distribution channel to our revenue from operations varied from 93.27% in Fiscal 2019 to 75.25% in Fiscal 2021 and it decreased at a CAGR of 10.18% between the same period on account of disruption in our operations due to COVID-19 pandemic.

In addition, our revenue contribution from the direct-to-consumer channel to our revenue from operations increased from 5.89% in Fiscal 2019 to 24.58% in Fiscal 2021. It further increased to 38.65% in six months ended September 30, 2021.

Geographical presence

The following table sets forth the revenue contributed by trade distribution and direct-to-consumer channels from select geographies for the periods indicated:

(in ₹ million)

	Fiscal 2019		Fiscal 2020		Fiscal 2021		Six months ended September 30, 2020		Six months ended September 30, 2021	
	Trade Distribution	Direct-to-consumer	Trade Distribution	Direct-to-consumer	Trade Distribution	Direct-to-consumer	Trade Distribution	Direct-to-consumer	Trade Distribution	Direct-to-consumer
North	3,339.26	213.00	3,885.33	591.82	3,248.43	951.15	608.17	221.51	1,356.86	706.28
South	333.40	117.08	370.15	109.10	166.82	311.00	32.89	95.27	75.43	431.39
East	1,078.86	5.75	1,169.33	86.77	1,094.51	275.17	161.06	52.60	563.61	222.40
West	364.06	10.07	429.30	85.57	380.29	150.51	57.20	25.14	310.45	179.06
Central	430.66	4.97	554.83	25.29	462.50	60.44	89.92	14.82	183.74	39.05
Exports	1.93	-	3.09	-	-	-	-	-	1.55	-
Total	**5,548.17**	**350.87**	**6,412.03**	**898.55**	**5,352.55**	**1,748.27**	**949.24**	**409.34**	**2,491.64**	**1,578.18**

The following table sets forth the percentage of revenue contributed by trade distribution and direct-to-consumer channels from select geographies to the revenue from operations for the periods indicated:

	Fiscal 2019		Fiscal 2020		Fiscal 2021		Six months ended September 30, 2020		Six months ended September 30, 2021	
	Trade distribution (%)	Direct-to-consumer (%)	Trade distribution (%)	Direct-to-consumer (%)	Trade distribution (%)	Direct-to-consumer (%)	Trade distribution (%)	Direct-to-consumer (%)	Trade distribution (%)	Direct-to-consumer (%)
North	56.13%	3.57%	53.08%	8.09%	45.67%	13.37%	44.65%	16.27%	33.23%	17.30%
South	5.60%	1.97%	5.06%	1.49%	2.35%	4.37%	2.41%	6.99%	1.85%	10.57%
East	18.14%	0.10%	15.97%	1.19%	15.39%	3.87%	11.83%	3.86%	13.80%	5.45%
West	6.12%	0.17%	5.86%	1.17%	5.35%	2.12%	4.20%	1.85%	7.60%	4.39%
Central	7.24%	0.08%	7.58%	0.34%	6.49%	0.85%	6.60%	1.09%	4.50%	0.94%
Exports	0.04%	0.00%	0.04%	0.00%	0.00%	0.00%	0.00%	0.00%	0.05%	0.00%
Total*	93.27%	5.89%	87.59%	12.28%	75.25%	24.58%	69.69%	30.06%	61.03%	38.65%

* *Total represents all revenues from the categories mentioned in the table and excluding revenue from scrap sales for all periods and excluding GST budgetary support in Fiscal 2019.*

The direct-to-consumer channel has helped us diversify our pan-India footprint. Our revenue contributed from North and East India using the direct-to-consumer channel grew at a CAGR of 136.77% from Fiscal 2019 to Fiscal 2021.

The following table sets forth the revenue contributed by trade distribution and direct-to-consumer channels from different cities in India for the periods indicated:

(in ₹ million)

	Fiscal 2019		**Fiscal 2020**		**Fiscal 2021**		**Six months ended September 30, 2020**		**Six months ended September 30, 2021**	
	Trade Distribution	**Direct-to-consumer**	**Trade Distribution**	**Direct-to-consumer**	**Trade Distribution**	**Direct-to-consumer**	**Trade Distribution**	**Direct-to-consumer**	**Trade Distribution**	**Direct-to-consumer**
Metro and Tier I Cities	791.57	190.92	938.70	455.55	607.95	1,113.49	176.10	265.57	430.84	454.53
Tier II Cities and Tier III Cities	4,756.60	159.95	5,473.33	442.99	4,744.60	634.78	773.14	143.77	2,060.80	1,123.65
Total	**5,548.17**	**350.87**	**6,412.03**	**898.54**	**5,352.55**	**1,748.27**	**949.24**	**409.34**	**2,491.64**	**1,578.18**

The following table sets forth the percentage of revenue contributed by trade distribution and direct-to-consumer channels from different cities for the periods indicated:

	Fiscal 2019		**Fiscal 2020**		**Fiscal 2021**		**Six months ended September 30, 2020**		**Six months ended September 30, 2021**	
	Trade distribution (%)	**Direct-to-consumer (%)**	**Trade distribution (%)**	**Direct-to-consumer (%)**	**Trade distribution (%)**	**Direct-to-consumer (%)**	**Trade distribution (%)**	**Direct-to-consumer (%)**	**Trade distribution (%)**	**Direct-to-consumer (%)**
Metro and Tier I Cities	13.31%	3.21%	12.82%	6.22%	8.55%	15.65%	12.93%	19.50%	10.55%	11.13%
Tier II Cities and Tier III Cities	79.96%	2.68%	74.77%	6.06%	66.70%	8.93%	56.76%	10.56%	50.48%	27.52%
Total	**93.27%**	**5.89%**	**87.59%**	**12.28%**	**75.25%**	**24.58%**	**69.69%**	**30.06%**	**61.03%**	**38.65%**

* *Total represents all revenues from the categories mentioned in the table and excluding revenue from scrap sales for all periods and excluding GST budgetary support in Fiscal 2019.*

Our revenue contribution towards revenue from operations from metro and Tier 1 cities increased from 16.52% in Fiscal 2019 to 21.68% in six months ended September 30, 2021.

Significant Factors Affecting our Results of Operations

A number of important factors, including the following affect our results of operation and financial condition:

Our ability to grow and capitalize our existing trade distribution coverage and further expand our direct-to-consumer channel

We have established an expansive, omnichannel, pan-India sales and distribution network. Our 'omnichannel experience' involves multiple retail channels covering physical locations and online channels to provide consumers a seamless experience. We have two channels of distribution, namely, (i) trade distribution, and (ii) direct-to-consumer. For further details in relation to our omnichannel sales and distribution network, see *"Our Business – Our Strengths – Robust omnichannel sales and distribution network with pan-India presence and move to premium category"* on page 164. Our revenues, cost of sales and expenses are all impacted by the channel we utilize for the sale of our products.

Trade distribution

We have a diversified sales mix across our trade distribution channel and our top 15 distributors contributed 21.13% and 12.26% towards our revenue from operations in Fiscal 2021 and six months ended September 30, 2021.

We have added 190 and 53 new distributors in Fiscal 2021 and six months ended September 30, 2021, respectively. In addition, we have added 9,786 and 1,097 new retail points of sale in Fiscal 2021 and six months ended September 30, 2021. We aim to continue to increase the distribution network in the states that we currently operate as well as expand our presence in western and southern regions of India. Sales from new distributors typically take six to nine months to grow and stabilize.

We incur expenses to incentivize our trade distribution network and in Fiscals 2019, 2020 and 2021 and six months ended September 30, 2020 and September 30, 2021, we paid ₹ 532.74 million, ₹ 734.91 million, ₹ 725.71 million, ₹ 176.62 million, and ₹ 255.96 million, respectively, as trade discounts, volume rebates. The trade discounts, volume rebates ranged between 8.96% and 10.20% of our revenue from operations between Fiscal 2019 and Fiscal 2021. The trade discounts, volume rebates increased to 12.97% of revenue from operations for six months ended September 30, 2020 and reduced to 6.27% of revenue from operations for six months ended September 30, 2021. We recognize our revenue from operations after deducting the discounts and rebates provided to distributors.

Over the years, we have invested resources towards digitization of our sales and distribution process. Our digitization efforts have enabled us to have a sharper product focus while managing our distributor and retailer relationships. In addition, digitization of our sales process has helped us better our demand forecasting process while achieving a faster time to market. We believe that such initiatives have helped us enhance brand strength in a competitive market and keep trade discounts, volume rebates within our targeted range. For further details, see "*Our Business*" on page 152. We may have to incur additional costs in the future for further digitizing the process.

Direct to consumer

In addition to our trade distribution led sales model, we are increasing our focus on 'direct-to-consumer' channel to connect with our consumers and enhance our brand visibility. Our direct-to-consumer channel includes e-commerce platforms, exclusive brand outlets and modern retail stores.

Our revenue contribution from direct-to-consumer channel to our revenue from operations increased from 5.89% in Fiscal 2019 to 24.58% in Fiscal 2021 and grew at a CAGR of 104.14% during the same period. We incur expenses to incentivize our online marketplaces pursuant to our contractual arrangements with such online market places and in Fiscals 2019, 2020 and 2021 and six months ended September 30, 2020 and September 30, 2021, we paid ₹ 19.48 million, ₹ 29.12 million, ₹ 87.47 million, ₹ 20.02 million, and ₹ 79.41 million, respectively, as commission for online channels, constituting 0.33%, 0.40%, 1.23%, 1.47% and 1.94% of our revenue from operations, respectively. Any change in the marketplace commission structure or broader terms of trade could have a potential impact on our revenue growth and profitability from such third party platforms.

Our ability to effectively execute our expansion strategy also depends on our ability to open new stores successfully. As of September 30, 2021, we operated 51 EBOs across 13 cities in 4 states and union territories across India. We lease the space for all our COCOs as on September 30, 2021. We spent ₹ 25.48 million, ₹ 39.01 million, ₹ 37.26 million, ₹ 11.90 million, and ₹ 21.03 million, towards rent in Fiscals 2019, 2020 and 2021 and six months ended September 30, 2020 and September 30, 2021, respectively, constituting 0.43%, 0.53%, 0.52%, 0.87% and 0.52%, of our revenue from operations, in the same period. We aim to increase the roll out of our EBOs and franchisees to increase our presence in select geographies across India. Accordingly, we may have to incur additional costs for such expansion. For further details in relation to the risks associated with leasing of real estate for our stores, see *"Risk Factors – We are subject to risks associated with leasing real estate for our retail stores, any termination of leases or increase in lease rentals may adversely affect our profitability*" on page 42.

__Cost of procuring raw materials and manufacturing our products__

We have established long-standing relationships with our raw material suppliers and job workers to ensure the delivery of quality products to our consumers. Our primary raw materials include sole, fabric, chemicals and adhesives, laminated fabric, EVA, boxes, insoles and others such as PVC compound, PVC leather cloth, PU leather cloth and outer cartons. In Fiscal 2021 and six months ended September 20, 2021, we sourced our raw materials from multiple vendors and suppliers. We have not executed formal long term contracts or forward arrangements with such vendors and suppliers. We issue purchase orders to source our raw materials on a need-basis.

Our specific expenses relating to material cost are impacted by the amount of raw material procured and the price at which we procure the raw materials. The price of our raw materials, including laminated fabric, boxes and EVA, may fluctuate significantly over short periods of time due to factors beyond our control, including, among others, supply and demand, freight and logistics costs and government regulation. We are able to pass the increased costs to our distributors and consumers gradually overtime. To the extent, we cannot pass on some or all of the increase in the cost of raw materials, any such increases could have an adverse effect on revenue and results of operations. Similarly, to the extent we are able to reduce costs of raw materials through our purchasing policies or streamlining of vendors and suppliers, such savings improve our overall results of operations.

We purchase raw materials from our suppliers on an open-credit basis usually with a payment term of 90 days. For Fiscals 2019, 2020 and 2021 and six months ended September 30, 2020 and September 30, 2021, our total trade payables amounted to ₹ 805.81 million, ₹ 1,228.43 million, ₹ 1,708.63 million, ₹ 1,488.21 million, and ₹ 2,063.31 million, respectively, constituting 25.77%, 28.46%, 44.59%, 37.39% and 40.20%, of our total current assets, respectively. Our ability to continue purchasing raw materials from our suppliers on an open-credit basis in the future depends on our relationship with the suppliers and our ability to pay such suppliers in a timely manner.

Our cost of materials consumed constitutes a significant component of our cost structure. Our cost of materials consumed as a percentage of our revenue from operations are generally impacted by manufacturing volumes, mix of products, the prices paid for raw materials, manufacturing efficiency and cost control measures such as systems and purchasing programs pertaining to sourcing and logistics. Our cost of materials consumed includes job work charges for manufacturing process amounting to ₹ 610.60 million, ₹ 775.15 million, ₹ 770.03 million, ₹ 215.46 million, and ₹ 537.34 million in Fiscals 2019, 2020 and 2021 and six months ended September 30, 2020 and September 30, 2021, respectively, constituting 10.26%, 10.59%, 10.83%, 15.82% and 13.16% of our revenue from operations, respectively. As we continue to grow our operations, our absolute cost of materials consumed will increase.

We also review our operational performance against an aggregate of specific expenses relating to material cost. The table below sets out the specific expense items:

(₹ in million)

Expense item	Fiscal 2019	Fiscal 2020	Fiscal 2021	Six months ended September 30, 2020	Six months ended September 30, 2021
Cost of materials consumed	3,241.99	4,138.34	4,005.97	1,204.11	2,617.45
Purchase of stock-in-trade	103.02	4.83	37.82	1.86	90.39
Changes in inventory of finished goods, stock-in-trade and work in progress	(133.03)	(341.89)	(299.74)	(395.86)	(753.25)
Total	3,211.98	3,801.28	3,744.05	810.11	1,954.59

The specific expenses relating to cost of materials consumed, purchases of stock-in-trade and changes in inventories of finished goods, stock-in-trade and work in progress, collectively constituted 53.99%, 51.93%, 52.64%, 59.48% and 47.87% of our revenue from operations for Fiscals 2019, 2020 and 2021 and six months ended September 30, 2020 and September 30, 2021, respectively.

For details in relation to raw material supplied and share of raw material costs in Fiscal 2021 and six months ended September 30, 2021, see *"Our Business – Our business and operations – Procurement and Raw materials"* on page 180.

Effectiveness of our marketing strategies and ability to increase brand awareness

Our brand 'CAMPUS' is the largest sports and athleisure footwear brand in India in terms of value and volume in Fiscal 2021. (*Source: Technopak Report*). We believe that we have a strong brand that our customers trust, as evidenced by our leadership position in the sports and athleisure footwear industry in India. Pivoted on style and comfort, our brand aims to generate an optimum blend of aspiration and value proposition for our target consumers seeking quality sports and athleisure footwear in the latest trends and designs at attractive prices. With the help of a combination of above the line and below the line initiatives using outdoor advertising, social media advertising, and other digital and print advertising, we have been able to drive effective marketing of our brand and products. During the last three Fiscals, we incubated and launched several initiatives to implement our direct-to-consumer strategy. Over Fiscals 2019, 2020, 2021 and six months ended September 30, 2020 and September 30, 2021, we have opened 38 EBOs. Further, we have launched several thematic marketing campaigns and spent ₹ 298.43 million, ₹ 268.84 million, ₹ 329.38 million, ₹ 80.48 million and ₹ 241.74 million on advertising and sales promotion in Fiscals 2019, 2020, 2021 and six months ended September 30, 2020 and September 30, 2021, respectively, of which ₹ 14.56 million, ₹ 35.70 million, ₹ 103.58 million, ₹ 18.47 million and ₹ 88.12 million was towards digital advertising. Our expenses towards advertising and sales promotion constituted 5.02%, 3.67%, 4.63%, 5.91 % and 5.92% of our revenue from operations in Fiscals 2019, 2020 and 2021 and six months ended September 30, 2020 and September 30, 2021, respectively. We expect to continue incurring significant expenses on advertising and sales promotion through various channels such as television, digital and social media, outdoor media and in-shop branding.

Seasonality

Historically, our revenues in the third and fourth quarters have exceeded those in the first and second quarters of a year. The mix of product sales varies considerably from time to time as a result of, among other things, changes in the season. In the summer and rainy seasons, our consumers typically purchase open footwear. Open footwear primarily have a lower realization as compared to closed footwear, which have a higher realization. *(Source:Technopak Report)* We also typically see an increase in our business in the third and fourth quarter due to the festive period and changes in climatic conditions across India. As a result, our results of operations are likely to fluctuate from period to period.

Manufacturing Capacity and Utilization

Our results of operations are directly affected by our sales volume, which in turn is a function of several factors, including our manufacturing capacity and market demand. We have five manufacturing facilities across India with an installed annual capacity for assembly of 25.60 million pairs as on September 30, 2021. In Fiscal 2020, we invested ₹ 261.80 million towards backward integration of our manufacturing process and commissioned an upper manufacturing facility at Haridwar, Uttarakhand. In Fiscal 2021, we invested ₹ 998.72 million and commissioned a sole manufacturing facility at Ganaur, Haryana. These plants provide us with 37.50% of our sole and 8.98% of upper manufacturing requirements in Fiscal 2021. This has allowed us to achieve greater control over our manufacturing process, control costs and improve time to market for product launches.

Our capacity utilization is impacted by the seasonal nature of our business with low capacity utilization in between April and June and increased capacity utilization between August and December of a particular year. For further details in relation to our historic capacity and utilization, see *"Our Business- Description of our Business and Operations – Capacity and Capacity Utilization"* on page 172. We also intend to expand our manufacturing capabilities over time and will look to acquire land and construct manufacturing facilities over time. We intend to continue to evaluate options to further backward integrate in other aspects of our manufacturing process. This may be through acquisitions as well. We will evaluate acquisition opportunities based on whether such acquisitions will allow us to reduce the reliance on the supply chain, particularly third party vendors and suppliers, ensure quality control, give us cost optimization opportunities and protect our design intellectual property.

Change in product mix

We sell footwear across the entry-level (MRP at or below ₹1,049), semi-premium (MRP between ₹1,050 and ₹ 1,499) and premium (MRP at or above ₹ 1,500). We have been steadily increasing the number of launches in the premium category of the sports and athleisure segment. We launched 122 new styles in this category in Fiscal 2021 compared to 106 new styles in Fiscal 2020 and this enabled us to increase the average selling price of our products for our new style launches. For Fiscals 2019, 2020 and 2021 and six months ended September 30, 2020 and September 30, 2021, our ASP per pair was ₹ 481, ₹ 509, ₹ 546, ₹ 507 and ₹ 577, respectively. Consequently, the revenue contribution from our premium products to our revenue from operations has increased over the years from 31.04% for Fiscal 2019 to 37.22% for six months ended September 30, 2021. We continue to seek opportunities that complement and grow our product offerings as well as ancillary products in the sports and athleisure category. We may also look to increase our portfolio of brands through acquisitions to provide our customers with differentiated offerings. For further details, see *"Our Business – Our Strategies - Targeted acquisitions of products and brands*" on page 169.

Investment in human resources

Over the last three Fiscals and six months ended September 30, 2021, we have made focused investments in key managerial personnel and senior management. In Fiscal 2021 and six months ended September 30, 2021, we have employed several key employees such as National Head of Trade Distribution, National Head of Retail, Country Head – Human Resources, Country Head – Supply Chain, Head of Information Technology and Head of Online Marketplaces, in line with the growth of our operations. In addition, we increased our sales personnel to 229 in six months ended September 30, 2021 as compared to 150 in Fiscal 2019.

Employee benefit expenses primarily comprises of salaries, wage and bonus, contribution to provident and other funds, gratuity, share based payment expenses, compensated absence and staff welfare. For Fiscals 2019, 2020 and 2021 and six months ended September 30, 2020 and September 30, 2021, our employee benefit expenses were ₹ 431.37 million, ₹ 570.37 million, ₹ 551.83 million, ₹ 258.56 million and ₹ 315.27 million, respectively, constituting 7.25%, 7.79%, 7.76%, 18.98% and 7.72% of our revenue from operations, respectively. We expect to continue incurring employee benefit expenses in line with the growth of our operations.

Working capital management

Our cash flows and ability to meet our working capital requirements are dependent on our distributors paying us in a timely manner. Our distributors in the trade distribution as well as direct-to-consumer channel purchase our products on an open credit basis, with a credit period of 30 to 60 days. For Fiscals 2019, 2020 and 2021 and six months ended September 30, 2020 and September 30, 2021, our total trade receivables amounted to ₹ 1,620.10 million, ₹ 1,443.16 million, ₹ 981.98 million, ₹ 1,168.66 million and ₹ 1,235.14 million, respectively, constituting 51.81%, 33.44%, 25.63%, 29.36% and 24.07% of our total current assets, respectively. During Fiscal 2021, we worked on a non-recourse channel finance scheme for our trade distributors and direct to channel distributors. We also stepped up our credit controls and offered cash discounts that encouraged the distributors to pay on time. In view of these efforts, we managed to achieve a reduction in receivable days to 58 days in six months ended September 30, 2021 from 110 days in Fiscal 2019.

We use our raw materials and stock-in-trade across multiple designs and this enables our design conceptualization and commercialization teams to optimally utilize base raw materials with minimal raw material obsolescence.

We manage our finished goods inventory and logistics as well as our entire supply chain for all our channels from our multiple warehouses located across Ambala – Haryana, Shambhu – Punjab, Delhi, Dehradun – Uttarakhand and Baddi – Himachal Pradesh. We have implemented ERP protocols across our operations and we believe, that these protocols have helped us scale our operations and assist us in tracking inventory at our warehouses. We also have equipment at our warehouses that result in process efficiencies enabling us to optimize our costs. Our inventory management enables us to maintain inventory levels across our wide range of SKUs and our distribution network. Our total inventory for Fiscals 2019, 2020 and 2021 and six months ended September 30, 2020 and September 30, 2021, amounted to ₹ 1,181.55 million, ₹ 1,699.11 million, ₹ 2,024.96 million, ₹ 1,979.39 million and ₹ 2,983.36 million, respectively, constituting 37.78%, 39.37%, 52.85%, 49.72% and 58.13% of total current assets for the same period. We have managed to reduce our slow moving stock due to our digitization efforts, which has enabled us to improve our forecast of consumer demand. Our ability to successfully manage our working capital will depend on accurately predicting stock-in-trade requirements for our products as well as managing our debtors days and creditor days. Successfully anticipating inventory requirements will enable us to cater to our customer requirements in a timely manner, which reducing our debtor days will improve our cash flow cycle and enable us to redeploy working capital in an efficient manner.

Availability of cost-effective funding

Our ability to grow depends largely on cost effective avenues of funding and will be primarily met through funding by increased borrowing from external sources and the incurrence of new debt. As of September 30, 2021, our total borrowings were ₹ 1,915.69 million and our average cost of borrowings was 7.10% (on an annualized basis). Out of our total borrowings as of September 30, 2021, ₹ 165.87 million relates to channel financing and bill discounting and accordingly, we don't have to pay interest on such amounts. We maintain long-term relationships with our lenders. This enables us to optimize our cost of borrowings. Our debt service costs as well as our overall cost of funding depend on many external factors, including developments in the Indian credit market and interest rate movements and the existence of adequate liquidity in the debt markets.

We believe that going forward the availability of sources of cost-effective funding will be crucial and the non-availability of such funding at favorable terms could affect our business, financial condition and results of operations.

Impact of COVID-19 pandemic

The continuing global spread of COVID-19, including corresponding preventative and precautionary measures that we and other businesses, communities and governments are taking to mitigate the spread of the disease, has led to unprecedented restrictions on, disruptions in, and other related impacts on business and personal activities. Further, in addition to travel restrictions put in place in early 2020, countries, states and governments may continue to close borders, impose prolonged quarantines, lock-downs or other restrictions and requirements on travel, and further limit our ability to manufacture our products and conduct business in-person as we did prior to COVID-19. This in turn had an impact on our financial results on Fiscals 2020 and 2021, including contributing to our net loss in six months ended September 30, 2020.

Sales through all our distribution channels were adversely affected from April 2020 to May 2020 as a result of the COVID-19 pandemic. Sales through our trade distribution channel were adversely affect from April 2020 to July 2020. Sales through our EBOs were adversely affected from April 2020 to June 2020 and sales through our online channel were adversely affected from April 2020 to May 2020. As a result, our overall sales were impacted for approximately four months due to the COVID-19 pandemic and locally imposed government lock-downs, and our revenue from operations decreased by 2.84% to ₹ 7,112.84 million for Fiscal 2021 from ₹ 7,320.43 million for Fiscal 2020.

We temporarily ceased production at all of our manufacturing facilities between March 2020 and April 2020 due to the COVID-19 pandemic and locally imposed government lock-downs. Further, there were restrictions on labor deployment until June 2020, and on sales until mid-August 2020. We only resumed full production in July 2020. Further, notwithstanding the temporary suspension or shutdown in operations at our manufacturing facilities, we continued to make wage payments to our contract laborers at such manufacturing facilities on a voluntary basis to support them. This also had an impact on our supply chain and we had to extend the credit periods provided to our distributors. In addition, the suppliers extended the credit periods provided to us. In addition, in April 2021, we had to cease selling our products and in May 2021, we sold our products in a staggered manner, varying from state to state with limitation on the time and days of operation. As a result, our sales were impacted for approximately four months due to the COVID-19 pandemic and locally imposed government lock-downs. In order to manage our operating costs during the COVID-19 pandemic, we exercised the force majeure event provision under the relevant lease agreements and discontinued rent payments in April to July, 2020 and in April 2021. We have also relocated certain of our retails stores to a different location. We had a net loss for six months ended September 30, 2020, arising as a result of a material decrease in the volume of products sold and in turn revenue generated from operations.

In view of the fluidity of the situation and lack of visibility on the timeline for containment of the global pandemic, the recovery trajectory seems uncertain. We continue to closely monitor the impact that COVID-19 may have on our business and results of operations. It is difficult for us to predict the impact that COVID-19 will have on us, our distributors, suppliers and consumers in the future. For further details in relation to COVID-19 pandemic, see "*Risk Factors*" and "*Industry Overview"* on pages 27 and 110.

Significant Accounting Policies

The accounting policies set out below have been applied consistently to the periods presented in the Restated Consolidated Financial Information.

(i) **Financial instruments:**

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

Recognition and initial measurement

Trade receivables are initially recognized when they are originated. All other financial assets and financial liabilities are recognized when we become a party to the contractual provisions of the instrument.

A financial asset or financial liability is initially measured at fair value plus, for an item not at fair value through profit and loss (FVTPL), transaction costs that are directly attributable to its acquisition or issue.

Classification and subsequent measurement and gain and losses

Financial assets

On initial recognition, a financial asset is classified as measured at:

- Amortized cost
- FVTOCI – debt investment
- FVTOCI – equity investment or
- FVTPL

Financial assets are not reclassified subsequent to their initial recognition, except if and in the period we change our business model for managing financial assets.

A financial asset is measured at amortized cost if it meets both of the following conditions and is not designated as at FVTPL:
- the asset is held within a business model whose objective is to hold assets to collect contractual cash flows; and
- the contractual terms of the financial asset give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding.

A debt investment is measured at FVTOCI if it meets both of the following conditions and is not designated as at FVTPL:

- the asset is held within a business model whose objective is achieved by both collecting contractual cash flows and selling financial assets; and
- the contractual terms of the financial asset give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding.

On initial recognition of an equity investment that is not held for trading, we may irrevocably elect to present subsequent changes in the investment's fair value in OCI (designated as FVTOCI – equity investment). This election is made on an investment-by-investment basis.

All financial assets not classified as measured at amortized cost or FVTOCI as described above are measured at FVTPL. This includes all derivative financial assets. On initial recognition, we may irrevocably designate a financial asset that otherwise meets the requirements to be measured at amortized cost or at FVTOCI as at FVTPL if doing so eliminates or significantly reduces an accounting mismatch that would otherwise arise.

Financial assets that are held for trading or are managed and whose performance is evaluated on a fair value basis are measured at FVTPL.

Subsequent measurement

Financial assets at amortized cost are subsequently measured at amortized cost using the effective interest method. Interest income is recognized in profit or loss. Any gain or loss on derecognition is also recognized in profit or loss.

Financial assets at FVTPL are subsequently measured at fair value. Net gains and/or losses, including any interest income are recognized in the profit or loss.

Impairment of financial assets:

We apply expected credit loss (ECL) model for measurement and recognition of loss allowance on the following:

(i) Financial assets measured at amortized cost

(ii) Financial assets measured at fair value through profit and loss (FVTPL)

(iii) Financial assets measured at fair value through other comprehensive income (FVTOCI)

In case of trade receivables, we follow a simplified approach wherein an amount equal to lifetime ECL is measured and recognized as loss allowance.

In case of other assets (listed as ii and iii above), we determine if there has been a significant increase in credit risk of the financial asset since initial recognition. If the credit risk of such assets has not increased significantly, an amount equal to 12-month ECL is measured and recognized as loss allowance. However, if credit risk has increased significantly, an amount equal to lifetime ECL is measured and recognized as loss allowance.

Subsequently, if the credit quality of the financial asset improves such that there is no longer a significant increase in credit risk since initial recognition, we revert to recognizing impairment loss allowance based on 12-month ECL.

ECL is the difference between all contractual cash flows that are due to us in accordance with the contract and all the cash flows that we expect to receive (i.e., all cash shortfalls), discounted at the original effective interest rate.

Lifetime ECL are the expected credit losses resulting from all possible default events over the expected life of a financial asset. 12-month ECL are a portion of the lifetime ECL which result from default events that are possible within 12 months from the reporting date.

ECL are measured in a manner that they reflect unbiased and probability weighted amounts determined by a range of outcomes, taking into account the time value of money and other reasonable information available as a result of past events, current conditions and forecasts of future economic conditions.

As a practical expedient, we use a provision matrix to measure lifetime ECL on its portfolio of trade receivables. The provision matrix is prepared based on historically observed default rates over the expected life of trade receivables and is adjusted for forward-looking estimates. At each reporting date, the historically observed default rates and changes in the forward-looking estimates are updated.

Financial liabilities: Classification, subsequent measurement and gains and losses

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

Derecognition

Financial assets

We derecognize a financial asset when the contractual rights to the cash flows from the financial asset expire, or it transfers the rights to receive the contractual cash flows in a transaction in which substantially all of the risks and rewards of ownership of the financial asset are transferred or in which we neither transfer nor retain substantially all of the risks and rewards of ownership and does not retain control of the financial asset.

If we enter into transactions whereby we transfer assets recognized on our balance sheet, but retains either all or substantially all of the risks and rewards of the transferred assets, the transferred assets are not derecognized.

Financial liabilities

We derecognize a financial liability when our contractual obligations are discharged or cancelled, or expire.

We also derecognize a financial liability when its terms are modified and the cash flows under the modified terms are substantially different. In this case, a new financial liability based on the modified terms is recognized at fair value. The difference between the carrying amount of the financial liability extinguished and the new financial liability with modified terms is recognized in profit or loss.

Offsetting

Financial assets and financial liabilities are offset and the net amount presented in the balance sheet when, and only when, we currently have a legally enforceable right to set off the amounts and we intend either to settle them on a net basis or to realize the asset and settle the liability simultaneously.

Compound financial instruments

Compound financial instruments issued by us comprise cumulative redeemable preference shares denominated in INR that are mandatorily redeemable at a fixed or determinable amount at a fixed or future date and the payment of dividends is discretionary.

The liability component of a compound financial instrument is initially recognized at the fair value of a similar liability that does not have an equity conversion option. The equity component is initially recognized at the difference between the fair value of the compound financial instrument as a whole and the fair value of the liability component. Any directly attributable transaction costs are allocated to the liability and equity components in proportion to their initial carrying amounts.

Subsequent to initial recognition, the liability component of a compound financial instrument is measured at amortized cost using the effective interest method. The equity component of a compound financial instrument is not remeasured subsequently.

Interest related to the financial liability is recognized in profit or loss (unless it qualifies for inclusion in the cost of an asset).

(ii) **Current versus non-current classification**

We present assets and liabilities in the balance sheet based on current/non-current classification.

An asset is treated as current when it is:

(a) expected to be realised in, or is intended to be sold or consumed in our normal operating cycle;
(b) held primarily for the purpose of being traded;
(c) expected to be realised within 12 months after the reporting date; or
(d) cash or cash equivalent unless restricted from being exchanged or used to settle a liability for at least 12 months after the reporting date.

All other assets are classified as non-current.

Deferred tax assets and liabilities are classified as non-current assets and liabilities.

A liability is current when:

(a) it is expected to be settled in our normal operating cycle;
(b) it is held primarily for the purpose of being traded;
(c) it is due to be settled within 12 months after the reporting date; or
(d) we do not have an unconditional right to defer settlement of the liability for at least 12 months after the reporting date.

All other liabilities are classified as non-current.

Operating cycle

Operating cycle is the time between the acquisition of assets for processing and their realisation in cash or cash equivalents. We have identified twelve months as our operating cycle.

(iii) **Property, plant and equipment**

Recognition and measurement

Property, plant and equipment is stated at cost net of accumulated depreciation and impairment loss, if any. Subsequent costs are included in the assets carrying amount or recognized as a separate asset, as appropriate, only when it is probable of future economic benefits.

The cost of an item of property, plant and equipment comprises the cost of materials and direct labour, any other costs directly attributable to bringing the item to working condition for its intended use, and estimated costs of dismantling and removing the item and restoring the site on which it is located.

Property, plant and equipment which are not ready for intended use as on date of reporting period, are disclosed as capital work in progress.

Any gain or loss on disposal of an item of property, plant and equipment is recognized in profit or loss.

Depreciation

Depreciation is provided on pro-rata basis on written down value method based on estimated useful life as prescribed under schedule-II of Companies Act, 2013. Freehold land is not depreciated.

The estimated useful life of assets is considered as under:-

Asset Category	Useful lives estimated by the management	Useful lives as per Schedule II of Companies Act, 2013
Buildings	30 years	30 years
Plant and machinery	15 years	15 years
Plant and machinery (moulds)	3 years	15 years
Computers	3 years	3 years
Office equipment	5 years	5 years
Furniture and fixtures	10 years	10 years
Vehicles	8 years	8 years
Electric installations	10 years	10 years

Depreciation method, useful lives and residual values are reviewed at each financial year-end and adjusted if appropriate. In case of a revision, the unamortized depreciable amount is charged over the revised remaining useful life.

Leasehold improvements are amortized over their lease period on straight line basis from the date that they are available for use.

The useful lives have been determined based on internal and technical evaluation done by management and are in line with the estimated useful lives, to the extent prescribed by the Schedule II to the Companies Act, 2013, in order to reflect the technological obsolescence and actual usage of the asset.

(iv) **Other intangible assets**

Intangible assets that are acquired by us are measured initially at cost. After initial recognition, an intangible asset is carried at its cost less any accumulated amortization and any accumulated impairment loss.

Subsequent expenditure is capitalised only when it increases the future economic benefits from the specific asset to which it relates.

Intangible assets are amortised in the statement of profit and loss over their estimated useful lives, from the date that they are available for use based on the expected pattern of consumption of economic benefits of the asset. Accordingly, at present, these are being amortised on straight-line basis. Intangible assets are amortised over the best estimate of the respective useful lives as under: -

(a) Trademarks: Amortized over the period of 10 years.
(b) Softwares: Amortized over the period of 5 years.

Amortization method, useful lives and residual values are reviewed at the end of each financial year and adjusted if appropriate.

An intangible asset is derecognized on disposal or when no future economic benefits are expected from its use and disposal.

Losses arising from retirement and gains or losses arising from disposal of an intangible asset are measured as the difference between the net disposal proceeds and the carrying amount of the asset and are recognized in the statement of profit and loss.

Internally generated intangibles, excluding capitalized development costs, are not capitalized and the related expenditure is reflected in profit or loss in the period in which the expenditure is incurred

(v) **Impairment**

Impairment of non-financial assets

Our non-financial assets, other than inventories, are reviewed at each reporting date to determine whether there is any indication of impairment. If any such indication exists, then the asset's recoverable amount is estimated.

For impairment testing, assets that do not generate independent cash inflows are grouped together into cash-generating units (CGUs). Each CGU represents the smallest group of assets that generates cash inflows that are largely independent of the cash inflows of other assets or CGUs.

The recoverable amount of a CGU (or an individual asset) is the higher of its value in use and its fair value less costs to sell. Value in use is based on the estimated future cash flows, 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 CGU (or the asset).

An impairment loss is recognized if the carrying amount of an asset or CGU exceeds its estimated recoverable amount. Impairment losses are recognized in the statement of profit and loss. Impairment loss recognized in respect of a CGU is allocated first to reduce the carrying amount of any goodwill allocated, if any to the CGU, and then to reduce the carrying amounts of the other assets of the CGU (or group of CGUs) on a *pro rata* basis.

In respect of other assets for which impairment loss has been recognized in prior periods, we review at each reporting date whether there is any indication that the loss has decreased or no longer exists. An impairment loss is reversed if there has been a change in the estimates used to determine the recoverable amount. Such a reversal is made only to the extent that the asset's carrying amount does not exceed the carrying amount that would have been determined, net of depreciation or amortization, if no impairment loss had been recognized.

(vi) **Borrowing costs**

Borrowing costs are interest and other costs (including exchange differences relating to foreign currency borrowings to the extent that they are regarded as an adjustment to interest costs, if any) incurred in connection with the borrowing of funds. Borrowing costs directly attributable to acquisition or construction of an asset which necessarily take a substantial period of time to get ready for their intended use are capitalized as part of the cost of that asset. Other borrowing costs are recognized as an expense in the period in which they are incurred.

(vii) **Leases**

Our lease asset classes primarily consist of leases for land and buildings taken for warehouses, retail stores and factories. We assess whether a contract contains a lease, at inception of a contract. A contract is, or contains, a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. To assess whether a contract conveys the right to control the use of an identified asset, we assess whether:

(i) the contract involves the use of an identified asset,
(ii) we have substantially all of the economic benefits from use of the asset through the period of the lease and
(iii) we have the right to direct the use of the asset.

At the date of commencement of the lease, we recognize a right-of-use asset ("ROU") and a corresponding lease liability for all lease arrangements in which it is a lessee, except for leases with a term of twelve months or less (short-term leases) and low value leases.

For these short-term and low value leases, we recognize the lease payments as an operating expense on a straight-line basis over the term of the lease.

Certain lease arrangements include the options to extend or terminate the lease before the end of the lease term. ROU assets and lease liabilities include these options when it is reasonably certain that they will be exercised. The right-of-use assets are initially recognized at cost, which comprises the initial amount of the lease liability adjusted for any lease payments made at or prior to the commencement date of the lease plus any initial direct costs.

They are subsequently measured at cost less accumulated depreciation and impairment losses. Right-of-use assets are depreciated from the commencement date on a straight-line basis over the shorter of the lease term and useful life of the underlying asset. Right of use assets are evaluated for recoverability whenever events or changes in circumstances indicate that their carrying amounts may not be recoverable.

The lease liability is initially measured at amortized cost at the present value of the future lease payments. The lease payments are discounted using the interest rate implicit in the lease or, if not readily determinable, using the incremental borrowing rates in the country of domicile of these leases.

Lease liabilities are remeasured with a corresponding adjustment to the related right of use asset if we change our assessment if whether we will exercise an extension or a termination option. Lease liability and ROU asset have been separately presented in the balance sheet and lease payments have been classified as operating cash flows.

(viii) **Inventories**

Inventories are valued at the lower of cost and net realisable value. Cost is computed on first in first out ("**FIFO**") basis.

Raw materials: Cost includes cost of purchase and other costs incurred in bringing the inventories to their present location and condition.

Finished goods (manufactured) and work in progress: Cost includes cost of direct materials and labour and a proportion of fixed manufacturing overheads based on the normal operating capacity. Cost is determined on a FIFO basis.

Finished goods (traded): Cost includes cost of purchase and other costs incurred in bringing the inventories to their present location and condition. Cost is determined on FIFO basis.

Net realisable value is the estimated selling price in the ordinary course of business, less the estimated costs of completion and the estimated costs necessary to make the sale.

Inventories in transit are valued at the lower of cost and net realizable value.

Appropriate adjustments are made to the carrying value of damaged, slow moving and obsolete inventories based on management's current best estimate.

(ix) **Revenue recognition**

We have applied Ind AS 115 which establishes a comprehensive framework for determining whether, how much and when revenue is to be recognized.

Revenue is recognized upon transfer of control of promised goods or services to customers in an amount that reflects the consideration which we expect to receive in exchange for those products or services.

Revenue from the sale of goods is recognized at the point in time when control is transferred to the customer which coincides with the performance obligation under the contract with the customer.
Revenue is measured based on the transaction price, which is the consideration, adjusted for discounts, price concessions and incentives, if any, as specified in the contract with the customer. Revenue also excludes taxes collected from customers. Invoices are usually payable based on the credit terms agreed with customers which vary up to 90 days.

Use of significant judgments in revenue recognition: -

Judgment is also required to determine the transaction price for the contract. The transaction price could be either a fixed amount of customer consideration or variable consideration with elements such as volume discounts, price concessions and incentives. The transaction price is also adjusted for the effects of the time value of money if the contract includes a significant financing component. Any consideration payable to the customer is adjusted to the transaction price, unless it is a payment for a distinct product or service from the customer. The estimated amount of variable consideration is adjusted in the transaction price only to the extent that it is highly probable that a significant reversal in the amount of cumulative revenue recognized will not occur and is reassessed at the end of each reporting period. We allocate the elements of variable considerations to all the performance obligations of the contract unless there is observable evidence that the pertain to one or more distinct performance obligations.

Management fees are recognized on an accrual basis as and when the services are rendered in accordance with the terms of the underlying contract.

Claims lodged with insurance companies are accounted for on an accrual basis, to the extent these are measurable and the ultimate collection is reasonably certain.

(x) **Operating segments**

Operating segments are defined as components of an entity where discrete financial information is evaluated regularly by the chief operating decision market ("CODM") in deciding allocation of resources and in assessing performance. The Board of Directors is its CODM. Our CODM reviews financial information presented on a consolidated basis for the purposes of making operating decisions, allocating resources, and evaluating financial performance. As such, we have determined that we operate in one operating and reportable segment.

(xi) **Employee benefits**

Short-term employee benefits

Short-term employee benefit obligations are measured on an undiscounted basis and are expensed as the related service is provided. A liability is recognized for the amount expected to be paid e.g., under short-term cash bonus and compensated absence, if we have a present legal or constructive obligation to pay this amount as a result of past service provided by the employee, and the amount of obligation can be estimated reliably.

Share- based payment transactions

The grant date fair value of equity settled share- based payment awards granted to employees is recognized as an employee expense, with a corresponding increase in equity, over the period that the employees unconditionally become entitled to the awards. The amount recognized as expense is based on the estimate of the number of awards for which the related service and non-market vesting conditions are expected to be met, such that the amount ultimately recognized as an expense is based on the number of awards that do meet the related service and nonmarket conditions at the vesting date. For share-based payment awards with non-vesting conditions, the grant date fair value of the share-based payment is measured to reflect such conditions and there is no true up for differences between expected and actual outcomes.

Defined contribution plans

A defined contribution plan is a post-employment benefit plan under which an entity pays specified contributions to a separate entity and has no obligation to pay any further amounts. Our Company makes specified monthly contributions towards employee provident fund and employee's state insurance corporation which is a defined contribution plan. Our Company's contribution is recognized as an expense in the statement of profit and loss during the period in which the employee renders the related service. Prepaid contributions are recognized as an asset to the extent that a cash refund or a reduction in future payments is available.

Defined benefit plans

A defined benefit plan is a post-employment benefit plan other than a defined contribution plan. Our gratuity benefit scheme is a defined benefit plan. Our net obligation in respect of a defined benefit plan is calculated by estimating the amount of future benefit that employees have earned in return for their service in the current and prior periods; that benefit is discounted to determine its present value. The fair value of plan assets is reduced from the gross obligation under the defined benefit plans, to recognize the obligation on net basis. The calculation of our obligation is performed annually by a qualified actuary using the projected unit credit method.

Remeasurements of the net defined benefit liability, which comprise actuarial gains and losses, the return on plan assets (excluding interest), are recognized in OCI. We determine the net interest expense (income) on the net defined benefit liability (asset) for the period by applying the discount rate used to measure the defined benefit obligation at the beginning of the annual period to the then-net defined benefit liability (asset), taking into account any changes in the net defined benefit liability (asset) during the period as a result of contributions and benefit payments. Net interest expense and other expenses related to defined benefit plans are recognized in profit or loss.

When the benefits of a plan are changed or when a plan is curtailed, the resulting change in benefit that relates to past service ('past service cost' or 'past service gain') or the gain or loss on curtailment is recognized immediately in profit or loss. We recognize gains and losses on the settlement of a defined benefit plan when the settlement occurs.

Termination benefits

Termination benefits, in the nature of voluntary retirement benefits or termination benefits arising from restructuring, are recognized in the statement of profit and loss. We recognize termination benefits at the earlier of the following dates:

(a) when we can no longer withdraw the offer of those benefits; or
(b) when we recognize costs for a restructuring that is within the scope of Ind AS 37: provisions, contingent liabilities and contingent assets and involves the payment of termination benefits.

Benefits falling due more than 12 months after the end of the reporting period are discounted to their present value.

Compensated absences

Compensated absences are provided for based on actuarial valuation on projected unit credit method carried by an actuary, at each year-end. Actuarial gains/losses are immediately taken to the statement of profit and loss and are not deferred. We present 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 12 months after the reporting date.

(xii) **Income taxes**

Income tax comprises current and deferred tax. It is recognized in profit or loss except to the extent that it relates to an item recognized directly in equity or in other comprehensive income.

Current tax

Current tax comprises the expected tax payable or receivable on the taxable income or loss for the year and any adjustment to the tax payable or receivable in respect of previous years. The amount of current tax reflects the best estimate of the tax amount expected to be paid or received after considering the uncertainty, if any, related to income taxes. It is measured using tax rates (and tax laws) enacted or substantively enacted by the reporting date.

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

Deferred tax

Deferred tax is recognized in respect of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the corresponding amounts used for taxation purposes. Deferred tax is also recognized in respect of carried forward tax losses and tax credits. Deferred tax is not recognized for:

- temporary differences arising on the initial recognition of assets or liabilities in a transaction that affects neither accounting nor taxable profit or loss at the time of the transaction;
- taxable temporary differences arising on the initial recognition of goodwill.

Deferred tax is recognized based on the expected manner of realization or settlement of the carrying amount of assets and liabilities using tax rates enacted, or substantially enacted by the end of the reporting period.

Deferred tax assets are recognized only to the extent that is probable that future taxable profits will be available against which the assets can be utilized. Deferred tax assets are reviewed at each reporting date and reduced to the extent that it is no longer probable that the related tax benefits will be realized.

(xiii) **Earnings per share**

Basic earnings per share is calculated by dividing the net profit for the year attributable to equity shareholders by the weighted average number of equity shares outstanding during the year. The weighted average numbers of equity shares outstanding during the year are adjusted for events of bonus issue and share split. 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. The dilutive potential equity shares are deemed to be converted as of the beginning of the period, unless they have been issued at a later date.

(xiv) **Cash and cash equivalents**

Cash and cash equivalents in the balance sheet comprise cash at banks and on hand 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 as defined above, net of outstanding bank overdrafts as they are considered an integral part of our cash management.

Key Components of Income and Expenses

We report our income and expenditure in the following manner:

Income

Our total income comprises of our revenue from operations and other income.

Revenue from operations

Our revenue from operations primarily comprises of revenue from sale of goods, scrap sales and GST budgetary support.

Revenue from operations	For the six months ended September 30,		Fiscal		
	2021	2020	2021	2020	2019
Sale of goods	4,069.82	1,358.58	7,100.82	7,310.58	5,899.04
Scrap sales	13.14	3.43	12.02	9.85	10.64
GST budgetary support	-	-	-	-	39.05
Total	**4,082.96**	**1,362.01**	**7,112.84**	**7,320.43**	**5,948.73**

Other income

Our other income primarily comprises of liabilities / provisions no longer required written back, gain on sale of property, plant and equipment (net), net gain on foreign currency transactions and translation, interest income from financial assets measured at amortising cost and miscellaneous income. Miscellaneous income also comprises of advance from customer written back and notional income on account of rent concession provided during COVID-19 pandemic as per Ind AS 116.

Expenses

Cost of materials consumed

Cost of raw material and components consumed comprises costs incurred towards raw material purchases and net inventory. The raw material purchases includes job work charges for manufacturing process.

Purchases of stock-in-trade

Purchases of stock-in-trade primarily comprises of footwear from contract manufacturers.

Changes in inventories of finished goods, stock-in-trade and work in progress

Changes in inventories of finished goods and work-in-progress goods primarily comprises the changes in inventory levels of finished goods and work-in-progress goods. Finished goods include both stock-in-trade and manufactured goods.

Employee benefits expense

Employee benefit expenses primarily comprises of salaries, wage and bonus, contribution to provident and other funds, gratuity, share based payment expenses, compensated absence and staff welfare.

Financial Costs

Finance costs primarily comprise of interest on borrowings, interest on delayed payment of income tax, interest on lease liabilities, interest expenses on micro, small and medium enterprises, unwinding of discount on security deposits and bank processing fees.

Depreciation and amortization expense

Depreciation and amortization expenses includes depreciation on property, plant and equipment, amortization on intangible assets and depreciation of right-of-use assets.

Other expenses

Other expenses primarily comprises of contractor charges which are charges paid to the workers for assembling the footwear, advertising and sales promotion and power and fuel expenses.

Tax expenses

Our tax expenses primarily comprises of current tax and deferred tax. Current tax is the amount of tax payable on the taxable income for the year as determined in accordance with the applicable tax rates and provisions of the applicable tax laws. Deferred tax liability or credit is recognized based on the difference between taxable profit and book profit due to the effect of timing differences. We measure our deferred tax based on the applicable tax rates and tax laws that have been enacted or substantively enacted by the relevant balance sheet date.

Other comprehensive income

Other comprehensive income / (loss) comprises (i) re-measurement gain / (losses) on defined benefit plans; and (ii) income tax effect on (i) above.

Segment information

We have identified the business as a single operating segment, i.e. footwear and accessories.

Our Results of Operations

The following table sets forth select financial data from our restated consolidated statement of profit and loss for six month ended September 30, 2021 and September 30, 2020 and Fiscals 2021, 2020 and 2019 and we have expressed the components of select financial data as a percentage of total income for such years:

	Six months ended September 30,				**Fiscals**					
	2021		**2020**		**2021**		**2020**		**2019**	
	(₹ in million)	**(% of total income)**	**(₹ in million)**	**(% of total income)**	**(₹ in million)**	**(% of total income)**	**(₹ in million)**	**(% of total income)**	**(₹ in million)**	**(% of total income)**
Income										
Revenue from operations	4,082.96	99.61%	1,362.01	98.04%	7,112.84	99.47%	7,320.43	99.72%	5,948.73	99.69%
Other income	16.11	0.39%	27.24	1.96%	37.96	0.53%	20.72	0.28%	18.24	0.31%
Total income	**4,099.07**	100.00%	**1,389.25**	**100.00%**	**7,150.80**	**100.00%**	**7,341.15**	**100.00%**	**5,966.97**	**100.00%**
Expenses										
Cost of materials consumed	2,617.45	63.85%	1,204.11	86.67%	4,005.97	56.02%	4,138.34	56.37%	3,241.99	54.33%
Purchases of stock-in-trade	90.39	2.21%	1.86	0.13%	37.82	0.53%	4.83	0.07%	103.02	1.73%
Changes in inventories of finished goods, stock-in-trade and work in progress	(753.25)	(18.38)%	(395.86)	(28.49)%	(299.74)	(4.19)%	(341.89)	(4.66)%	(133.03)	(2.23)%
Employee benefits expense	315.27	7.69%	258.56	18.61%	551.83	7.72%	570.37	7.77%	431.37	7.23%
Finance costs	88.37	2.16%	84.15	6.06%	171.59	2.40%	165.06	2.25%	211.67	3.55%
Depreciation and amortization expense	239.68	5.85%	127.23	9.16%	327.07	4.57%	230.66	3.14%	143.66	2.41%
Other expenses	1,110.23	27.08%	522.25	37.59%	1,656.81	23.17%	1,586.24	21.61%	1,305.00	21.87%
Total expenses	**3,708.14**	90.46%	**1,802.30**	**129.73%**	**6,451.35**	**90.22%**	**6,353.61**	**86.55%**	**5,303.68**	**88.88%**
Profit/ (loss) before tax	390.93	9.54%	(413.05)	(29.73)%	699.45	9.78%	987.54	13.45%	663.29	11.12%
Tax expense:										
Current tax (charge) / credit	(135.67)	(3.31)%	182.72	13.15%	(210.13)	(2.94)%	(328.62)	(4.48)%	(183.45)	(3.07)%
Deferred tax credit / (charge_	45.60	1.11%	12.53	0.90%	(220.69)*	(3.09)%	(35.23)	(0.48)%	(93.84)	(1.57)%
Total tax expenses	**(90.07)**	**(2.20)%**	**195.25**	**14.05%**	**(430.82)**	**(6.03)%**	**(363.85)**	**(4.96)%**	**(277.29)**	**(4.64)%**
Profit/ (loss) after tax	**300.86**	7.34%	**(217.80)**	**(15.68)%**	**268.63**	**3.76%**	**623.69**	**8.50%**	**386.00**	**6.47%**
Total other comprehensive income, net of tax	2.80	0.07%	5.29	0.38%	10.00	0.14%	(11.42)	(0.16)%	0.45	0.01%
Total comprehensive	**303.66**	7.41%	**(212.51)**	**(15.30)%**	**278.63**	**3.90%**	**612.27**	**8.34%**	**386.45**	**6.48%**

	Six months ended September 30,				Fiscals					
	2021		2020		2021		2020		2019	
	(₹ in million)	(% of total income)	(₹ in million)	(% of total income)	(₹ in million)	(% of total income)	(₹ in million)	(% of total income)	(₹ in million)	(% of total income)
income for the period / year										

***The increase in deferred tax charge was primarily attributable to the amendment of Finance Act, 2001, pursuant to which goodwill was considered as a non-tax deductible asset. This resulted in derecognition of deferred tax assets on goodwill and a consequent increase in tax expense to the extent of ₹ 247.17 million for Fiscal 2021.*

Six months ended September 30, 2021 compared to six months ended September 30, 2020

Total income

Our total income increased by 195.06% to ₹ 4,099.07 million for six months ended September 30, 2021 from ₹ 1,389.25 million for six months ended September 30, 2020. This increase was primarily due to an increase in revenue from operations.

Revenue from operations. Our revenue from operations increased by 199.77% to ₹ 4,082.96 million for six months ended September 30, 2021 from ₹ 1,362.01 million for six months ended September 30, 2020, primarily due to an increase in sale of goods to ₹ 4,069.82 million for six months ended September 30, 2021 from ₹ 1,358.58 million for six months ended September 30, 2020. This was primarily attributable to an increase in the volume of products sold and an increase in the ASP of our products to ₹ 577 per pair for six months ended September 30, 2021 from ₹ 507 per pair for six months ended September 30, 2020. The increase in the volume of products sold was primarily due to an increase of our reach across India with the expansion of our distributor and retailer network and an increase our sales force. The increase in ASP was primarily due to the increase in the number of launches in the premium category. In addition, our revenue from operations for six months ended September 30, 2020 were impacted due to the COVID-19 pandemic led lockdown.

Other income. Our other income decreased by 40.86% to ₹ 16.11 million for six months ended September 30, 2021 from ₹ 27.24 million for six months ended September 30, 2020, primarily due to a reduction in the interest income on fixed deposits.

Expenses

Cost of materials consumed. The cost of materials consumed increased by 117.38% to ₹ 2,617.45 million for six months ended September 30, 2021 from ₹ 1,204.11 million for six months ended September 30, 2020, primarily due to an increase in raw material purchases to ₹ 2,829.90 million for six months ended September 30, 2021 from ₹ 1,098.27 million for six months ended September 30, 2020. This was primarily attributable to an increase in volume of production of our products and as a result of normalizing of business operations during the six months ended September 30, 2021 after the COVID-19 pandemic led lockdown.

Purchases of stock-in-trade. The purchases of stock-in-trade increased to ₹ 90.39 million for six months ended September 30, 2021 from ₹ 1.86 million for six months ended September 30, 2020, primarily due to an increase in purchase of open footwear, namely slippers, purchased from third party manufacturers on a contract basis.

Changes in inventories of finished goods, stock-in-trade and work in progress. There was an increase in inventories of finished goods, stock-in-trade and work in progress goods of ₹ 753.25 million for six months ended September 30, 2021 as compared to an increase in inventories of finished goods, stock-in-trade and work in progress goods of ₹ 395.86 million for six months ended September 30, 2020. This was primarily due to an increase in volume of production of our products to meet consumer demand during the Indian festive period from October to December 2021.

Employee benefits expense. The employee benefits expense increased by 21.93% to ₹ 315.27 million for six months ended September 30, 2021 from ₹ 258.56 million for six months ended September 30, 2020, primarily due to an increase in salary, wages and bonus to ₹ 279.81 million from ₹ 229.90 million. This is primarily due to our focused investments in key managerial personnel and senior management in the functions of supply chain, logistics, information technology and human resources and an increase in our sales force.

Finance costs. The finance costs increased by 5.01% to ₹ 88.37 million for six months ended September 30, 2021 from ₹ 84.15 million for six months ended September 30, 2020, primarily due to an increase in interest on lease liabilities to ₹ 21.18 million for six months ended September 30, 2021 from ₹ 14.22 million for six months ended

September 30, 2020. This was primarily because we leased four additional EBOs, three additional warehouses and entered into a new lease arrangement for our Corporate Office. The increase in finance costs was partially offset by a decrease in interest on borrowings to ₹ 62.14 million for six months ended September 30, 2021 from ₹ 68.00 million for six months ended September 30, 2020. This was primarily attributable to a decrease in our borrowings and interest rates.

Depreciation and amortization expense. Our depreciation and amortization expense increased by 88.38% to ₹ 239.68 million for six months ended September 30, 2021 from ₹ 127.23 million for six months ended September 30, 2020, primarily due to an increase in depreciation on property, plant and equipment to ₹ 183.09 million for six months ended September 30, 2021 from ₹ 91.18 million for six months ended September 30, 2020 and an increase in depreciation on right-of-use assets to ₹ 52.79 million for six months ended September 30, 2021 from ₹ 32.41 million for six months ended September 30, 2020. The increase in depreciation on property, plant and equipment was primarily attributable to the capitalization of our Ganaur Facility. The increase in depreciation on right-of-use assets was primarily attributable to the increase in warehousing capacity and an increase in COCO stores to 48 for six months ended September 30, 2021 from 35 for six months ended September 30, 2020.

Other expense. Our other expenses increased by 112.59% to ₹ 1,110.23 million for six months ended September 30, 2021 from ₹ 522.25 million for six months ended September 30, 2020, primarily due to an increase in:

- Advertising and sales promotion to ₹ 241.74 million for six months ended September 30, 2021 from ₹ 80.48 million for six months ended September 30, 2020. This was primarily attributable to increased spend on digital and social media, in-shop branding and outdoor hoardings for driving growth in our trade distribution channel;

- Contractor charges to ₹ 290.98 million for six months ended September 30, 2021 from ₹ 179.10 million for six months ended September 30, 2020. This was primarily attributable to the increase in our production of our products resulting in an increase in the contract charges paid for assembly for our products;

- Freight outward charges to ₹ 189.99 million for six months ended September 30, 2021 from ₹ 71.44 million for six months ended September 30, 2020. This was primarily attributable to the increase in distribution freight due to an increase in fuel prices as well as an increase of sales in our direct-to-consumer channel, where we incur freight charges for delivery of products to our end-consumers; and

- Commission to ₹ 79.41 million for six months ended September 30, 2021 from ₹ 20.02 million for six months ended September 30, 2020. This was primarily attributable to an increase in volume of sales on our online channels resulting in an increase in commission paid to online marketplace platforms.

Tax expenses

Our tax expense was ₹ 90.07 million for six months ended September 30, 2021 as compared to tax income of ₹ 195.25 million for six months ended September 30, 2020. For six months ended September 30, 2021, we had a current tax expense of ₹ 135.67 million and a deferred tax income of ₹ 45.60 million. For six months ended September 30, 2020, we had a current tax income of ₹ 182.72 million and a deferred tax income of ₹ 12.53 million. This was primarily attributable to our net loss after tax of ₹ 217.80 million for six months ended September 30, 2020.

Profit/ (loss) after tax

For the reasons discussed above, our profit after tax was ₹ 300.86 million for six months ended September 30, 2021 as compared to a loss after tax of ₹ 217.80 million for six months ended September 30, 2020.

Total other comprehensive income for the period / year, net of taxes

Our total other comprehensive income for the period / year, net of taxes decreased by 47.07% to ₹ 2.80 million for six months ended September 30, 2021 from ₹ 5.29 million for six months ended September 30, 2020, on account of change in re-measurement of defined gratuity benefits.

Total comprehensive income for the period / year

Our total comprehensive income for the period / year was ₹ 303.66 million for six months ended September 30, 2021 as compared to ₹ (212.51) million for six months ended September 30, 2020.

Fiscal 2021 compared to Fiscal 2020

Total income

Our total income decreased by 2.59% to ₹ 7,150.80 million for Fiscal 2021 from ₹ 7,341.15 million for Fiscal 2020. This decrease was primarily due to a decrease in revenue from operations.

Revenue from operations. Our revenue from operations decreased by 2.84% to ₹ 7,112.84 million for Fiscal 2021 from ₹ 7,320.43 million for Fiscal 2020, primarily due to a decrease in sale of goods to ₹ 7,100.82 million for Fiscal 2021 from ₹ 7,310.58 million for Fiscal 2020. This was primarily attributable to the temporary suspension of operations from April, 2020 to July, 2020 due to the COVID-19 pandemic and locally imposed government lock-downs thereby contributing to a significant decrease in the volume of products sold. For further details in relation to the impact of the COVID-19 pandemic, see *"-Significant Factors Affecting our Results of Operations – Impact of COVID-19 pandemic*" on page 316. This was partially offset by an increase in the ASP of our products to ₹ 546 per pair in Fiscal 2021 from ₹ 509 per pair in Fiscal 2020. The increase in ASP was primarily due to the increase in the number of launches in the premium category.

Other income. Our other income increased by 83.20% to ₹ 37.96 million for Fiscal 2021 from ₹ 20.72 million for Fiscal 2020, primarily due to the increase in interest income from financial assets measured at amortised cost on bank deposits to ₹ 10.63 million for Fiscal 2021 from ₹ 1.07 million for Fiscal 2020 and an increase in liabilities / provisions no longer required written back to ₹ 8.92 million for Fiscal 2021 from ₹ 1.14 million for Fiscal 2020.

Expenses

Cost of materials consumed. The cost of materials consumed decreased by 3.20 % to ₹ 4,005.97 million for Fiscal 2021 from ₹ 4,138.34 million for Fiscal 2020, primarily due to a decrease in raw material purchases to ₹ 4,046.09 million for Fiscal 2021 from ₹ 4,336.76 million for Fiscal 2020. This was primarily attributable to a decrease in volume of production of our products due to COVID-19 pandemic led lockdowns.

Purchases of stock-in-trade. The purchases of stock-in-trade increased by 683.02% to ₹ 37.82 million for Fiscal 2021 from ₹ 4.83 million for Fiscal 2020, primarily due to an increase in purchase of finished goods to ₹ 36.87 million for Fiscal 2021 from ₹ 3.74 million for Fiscal 2020. This was primarily attributable to an increase in purchase of retail accessories such as backpack, open footwear, caps and socks for sale in our EBO stores in Fiscal 2021.

Changes in inventories of finished goods, stock-in-trade and work in progress. The increase in inventories of finished goods, stock-in-trade and work in progress goods was ₹ (299.74) million for Fiscal 2021 as compared to increase in inventories of finished goods, stock-in-trade and work in progress goods of ₹ (341.89) million for Fiscal 2020. This was primarily due to an increase in closing inventories for stock-in-trade as a result of increase in volume of production of our products to meet consumer demand.

Employee benefits expense. The employee benefits expense decreased by 3.25% to ₹ 551.83 million for Fiscal 2021 from ₹ 570.37 million for Fiscal 2020, primarily due to a decrease in share based payment expenses (equity settled) to ₹ 2.69 million for Fiscal 2021 from ₹ 33.30 million for Fiscal 2020 and a decrease in gratuity to ₹ 25.49 million for Fiscal 2021 from ₹ 29.44 million for Fiscal 2020. This was partially offset by an increase in salaries, wages and bonus to ₹ 484.01 million for Fiscal 2021 from ₹ 462.95 million for Fiscal 2020.

Finance costs. The finance costs increased by 3.96% to ₹ 171.59 million for Fiscal 2021 from ₹ 165.06 million for Fiscal 2020, primarily due to an increase in borrowings to ₹ 130.46 million for Fiscal 2021 from ₹ 119.84 million for Fiscal 2020. This was primarily attributable to an additional term loan taken for setting up our Ganaur Facility.

Depreciation and amortization expense. Our depreciation and amortization expense increased by 41.80% to ₹ 327.07 million for Fiscal 2021 from ₹ 230.66 million for Fiscal 2020, primarily due to an increase in depreciation on property, plant and equipment to ₹ 250.57 million for Fiscal 2021 from ₹ 173.49 million for Fiscal 2020 and an increase in amortisation of right-of-use assets to ₹ 69.25 million for Fiscal 2021 from ₹ 52.47 million for Fiscal 2020. The increase in depreciation on property, plant and equipment was primarily attributable to the commencement of sole manufacturing at our Ganaur Facility. The increase in depreciation of right-of-use assets was primarily attributable to the opening of 13 EBOs and an increase in our finished goods storage capacity.

Other expense. Our other expenses increased by 4.45% to ₹ 1,656.81 million for Fiscal 2021 from ₹ 1,586.24 million for Fiscal 2020, primarily due to an increase in:

- Advertising and sales promotion to ₹ 329.38 million for Fiscal 2021 from ₹ 268.84 million for Fiscal 2020. This was primarily attributable to increased spend on digital and social media;

- Commission to ₹ 87.47 million for Fiscal 2021 from ₹ 29.12 million for Fiscal 2020. This was primarily attributable to an increase in volume of sales on our online channels resulting in an increase in commission paid to all online marketplace platforms; and

- Freight outward charges to ₹ 296.84 million for Fiscal 2021 from ₹ 225.45 million for Fiscal 2020. This was primarily attributable to the increase in distribution freight due to an increase in fuel prices as well as an increase of sales in our direct to consumer channel, where we incur freight charges for delivery of products to our end-consumers.

The increase was partially offset by a decrease in:

- Contractor charges to ₹ 478.79 million for Fiscal 2021 from ₹ 511.31 million for Fiscal 2020. This was primarily attributable to a decrease in our production due to the COVID-19 pandemic; and

- Legal and professional fees to ₹ 51.99 million for Fiscal 2021 from ₹ 90.42 million for Fiscal 2020.

Tax expenses

Our tax expenses increased by 18.41% to ₹ 430.82 million for Fiscal 2021 from ₹ 363.85 million for Fiscal 2020, primarily due to an increase in deferred tax charge to ₹ 220.69 million for Fiscal 2021 from ₹ 35.23 million for Fiscal 2020. The increase in deferred tax charge was primarily attributable to the amendment of Finance Act, 2021 pursuant to which goodwill was considered as a non-tax-deductible asset. This resulted in derecognition of deferred tax assets on goodwill and a consequent increase in tax expense to the extent of ₹ 247.17 million for Fiscal 2021.

Profit after tax

For the reasons discussed above, our profit after tax decreased by 56.93% to ₹ 268.63 million for Fiscal 2021 from ₹ 623.69 million for Fiscal 2020.

Total other comprehensive income for the period / year, net of taxes

Our total other comprehensive income for the period / year, net of taxes increased by 187.57% to ₹ 10.00 million for Fiscal 2021 from ₹ (11.42) million for Fiscal 2020, on account of re-measurement of defined gratuity benefit plans.

Total comprehensive income for the period / year

Our total comprehensive income for the period / year decreased by 54.49% to ₹ 278.63 million for Fiscal 2021 from ₹ 612.27 million for Fiscal 2020.

Fiscal 2020 compared to Fiscal 2019

Total Income

Our total income increased by 23.03% to ₹ 7,341.15 million for Fiscal 2020 from ₹ 5,966.97 million for Fiscal 2019. This increase was primarily due to an increase in revenue from operations.

Revenue from operations. Our revenue from operations increased by 23.06% to ₹ 7,320.43 million for Fiscal 2020 from ₹ 5,948.73 million for Fiscal 2019, primarily due to an increase in our sale of goods to ₹ 7,310.58 million for Fiscal 2020 from ₹ 5,899.04 million for Fiscal 2019 as a result of an increase in the total volume of products sold and an increase in the ASP of our products to ₹ 509 per pair for Fiscal 2020 from ₹ 481 per pair for Fiscal 2019. The increase in the volume of products sold was primarily due to an increase of our reach across India with the expansion of our distributor and retailer network and an increase our sales force. The increase in ASP was primarily due to the increase in the number of launches in the premium category. This was partially offset by a decrease in GST budgetary support in Fiscal 2020 compared to GST budgetary support of ₹ 39.05 million for Fiscal 2019. This was because GST budgetary support was discontinued from Fiscal 2020 onwards.

Other income. Our other income increased by 13.60% to ₹ 20.72 million for Fiscal 2020 from ₹ 18.24 million for Fiscal 2019, primarily due to an increase in miscellaneous income to ₹ 15.61 million for Fiscal 2020 from ₹ 6.46 million for Fiscal 2019. Miscellaneous income is primarily attributable to management fees paid to us by banks that provide channel financing to our distributors and interest on others such as fixed deposits and electricity. This was partially offset by a decrease in liabilities / provisions no longer required written back to ₹ 1.14 million for Fiscal 2020 from ₹ 7.87 million for Fiscal 2019.

Expenses

Cost of materials consumed. The cost of materials consumed increased by 27.65% to ₹ 4,138.34 million for Fiscal 2020 from ₹ 3,241.99 million for Fiscal 2019, primarily due to an increase in raw material purchases to ₹ 4,336.76 million for Fiscal 2020 from ₹ 3,360.76 million for Fiscal 2019. This was primarily attributable to an increase in production of our products.

Purchases of stock-in-trade. The purchases of stock-in-trade decreased by 95.31% to ₹ 4.83 million for Fiscal 2020 from ₹ 103.02 million for Fiscal 2019, primarily due to a decrease in purchase of finished goods to ₹ 3.74 million for Fiscal 2020 from ₹ 102.73 million for Fiscal 2019. This was primarily attributable to a decrease in purchases of finished goods from contract manufacturers as we had increased our own manufacturing capacity in Fiscal 2020.

Changes in inventories of finished goods, stock-in-trade and work in progress. The increase in inventories of finished goods, stock-in-trade and work in progress goods was ₹ (341.89) million for Fiscal 2020 as compared to the increase in inventories of finished goods, stock-in-trade and work in progress goods of ₹ (133.03) million for Fiscal 2019. This was primarily due to increase in closing inventories as a result of increase in volume of production of our products to meet consumer demand.

Employee benefits expense. The employee benefits expense increased by 32.22% to ₹ 570.37 million for Fiscal 2020 from ₹ 431.37 million for Fiscal 2019, primarily due to an increase in salaries, wages and bonus to ₹ 462.95 million for Fiscal 2020 from ₹ 354.51 million for Fiscal 2019 as a result of increase in number of employees.

Finance costs. The finance costs decreased by 22.02% to ₹ 165.06 million for Fiscal 2020 from ₹ 211.67 million for Fiscal 2019, primarily due to a decrease in interest on borrowings to ₹ 119.84 million for Fiscal 2020 from ₹ 151.91 million for Fiscal 2019. This was primarily attributable to reduced utilization of our cash credit limits.

Depreciation and amortization expense. Our depreciation and amortization expense increased by 60.56% to ₹ 230.66 million for Fiscal 2020 from ₹ 143.66 million for Fiscal 2019, primarily due to an increase in depreciation on property, plant and equipment to ₹ 173.49 million for Fiscal 2020 from ₹ 113.44 million for Fiscal 2019 and an increase in amortization of right-of-use assets to ₹ 52.47 million for Fiscal 2020 from ₹ 27.93 million for Fiscal 2019. This was primarily attributable to an increase in our EBO stores and capitalisation of the uppers manufacturing process at our Haridwar Facility in Fiscal 2020.

Other expense. Our other expenses increased by 21.55% to ₹ 1,586.24 million for Fiscal 2020 from ₹ 1,305.00 million for Fiscal 2019, primarily due to an increase in:

- Contractor charges to ₹ 511.31 million for Fiscal 2020 from ₹ 374.03 million for Fiscal 2019. This was primarily attributable to the increase in production of our products resulting in an increase in the contract charges paid for assembly for our products;

- Allowance for expected credit loss to ₹ 73.64 million for Fiscal 2020 from ₹ 11.47 million for Fiscal 2019. This was primarily attributable to a specific provision created for impaired trade receivables which became doubtful of recovery due to the COVID-19 pandemic; and

- Freight outward charges to ₹ 225.45 million for Fiscal 2020 from ₹ 181.29 million for Fiscal 2019. This was primarily attributable to the increase in distribution freight due to the increase in our sale of our products.

Tax expenses

Our tax expenses increased by 31.22% to ₹ 363.85 million for Fiscal 2020 from ₹ 277.29 million for Fiscal 2019, primarily due to an increase in current tax expense to ₹ 328.62 million for Fiscal 2020 from ₹ 183.45 million for Fiscal 2019. This was partially offset by a decrease in deferred tax charge to ₹ 35.23 million for Fiscal 2020 from ₹ 93.84 million for Fiscal 2019.

Profit after tax

For the reasons discussed above, our profit after tax increased by 61.58% to ₹ 623.69 million for Fiscal 2020 from ₹ 386.00 million for Fiscal 2019.

Total other comprehensive income for the period / year, net of taxes

Our total other comprehensive income for the period / year, net of taxes, decreased to ₹ (11.42) million for Fiscal 2020 from ₹ 0.45 million for Fiscal 2019 on account of re-measurement of defined gratuity benefit plans.

Total comprehensive income for the period / year

Our total comprehensive income for the period / year increased by 58.43% to ₹ 612.27 million for Fiscal 2020 from ₹ 386.45 million for Fiscal 2019.

Cash flows and cash and cash equivalents

The following table sets forth our cash flows and cash and cash equivalents for the period indicated:

(in ₹ million)

	For the six months ended September 30,		Fiscals		
	2021	2020	2021	2020	2019
Net cash (used in)/generated from Operating Activities	(319.60)	(135.22)	1,243.06	994.81	544.13
Net cash (used in)/generated from Investing Activities	(122.89)	75.08	(89.91)	(1,545.23)	(287.51)
Net cash generated from / (used in) Financing Activities	438.61	(45.61)	(1,293.98)	685.71	(255.14)
Net (decrease) / increase in cash and cash equivalents	(3.88)	(105.75)	**(140.83)**	**135.29**	**1.48**
Cash and cash equivalents at the beginning of the period/year	12.05	152.88	152.88	17.59	16.11
Adjustments of cash and cash equivalents of entity over which control was lost	0.82	-	-	-	-
Cash and cash equivalents at the end of the year/period	8.99	47.13	12.05	152.88	17.59

Operating activities

Net cash flows used in operating activities was ₹ 319.60 million for six months ended September 30, 2021. Our profit before tax of ₹ 390.93 million, was adjusted primarily for depreciation and amortization expense of ₹ 239.68 million and finance costs of ₹ 88.37 million. Our changes in working capital for six months ended 2021 primarily consisted of an increase in trade payable of ₹ 393.65 million, an increase in inventories of ₹ 965.70 million, an increase in trade receivables of ₹ 312.01 million and an increase in other current assets of ₹ 74.18 million.

Net cash flows used in operating activities was ₹ 135.22 million for six months ended September 30, 2020. Our loss before tax of ₹ 413.05 million, was adjusted primarily for depreciation and amortization expense of ₹ 127.23 million and finance costs of ₹ 84.15 million. Our changes in working capital for six months ended September 30, 2020 primarily consisted of an increase in trade payable of ₹ 259.78 million, an increase in inventories of ₹ 290.18 million, a decrease in trade receivables of ₹ 261.97 million and an increase in other current assets of ₹ 71.43 million.

Net cash flows generated from operating activities was ₹ 1,243.06 million for Fiscal 2021. Our profit before tax of ₹ 699.45 million, was adjusted primarily for depreciation and amortization expense of ₹ 327.07 million and finance costs of ₹ 171.59 million. Our changes in working capital for Fiscal 2021 primarily consisted of an increase in trade payable of ₹ 513.38 million, an increase in inventories of ₹ 339.86 million, a decrease in trade receivables of ₹ 373.10 million and an increase in other current assets of ₹ 253.77 million.

Net cash flows generated from operating activities was ₹ 994.81 million for Fiscal 2020. Our profit before tax of ₹ 987.54 million, was adjusted primarily for depreciation and amortization expenses of ₹ 230.66 million and finance costs of ₹ 165.06 million. Our changes in working capital for Fiscal 2020 primarily consisted of increase in inventories of ₹ 540.32 million, increase in trade payables of ₹ 422.56 million, increase in other current assets of ₹ 260.26 million and decrease in trade receivables of ₹ 102.99 million.

Net cash flows generated from operating activities was ₹ 544.13 million for Fiscal 2019. Our profit before tax of ₹ 663.29 million, was adjusted primarily for finance costs of ₹ 211.67 million and depreciation and amortization expense of ₹ 143.66 million. Our changes in working capital for Fiscal 2019 primarily consisted of decrease in trade payables of ₹ 281.62 million, increase in inventories of ₹ 251.79 million, decrease in trade receivables of ₹ 233.43 million and increase in current assets of ₹ 164.60 million.

Investing activities

Net cash flows used in investing activities was ₹ 122.89 million for six months ended September 30, 2021, primarily due to ₹ 132.37 million used for purchase of property, plant and equipment including capital work in progress. The amount was primarily utilized for setting up our additional footwear assembly lines at our Dehradun and Baddi Facilities, purchase of moulds for our Ganaur Facility, upper manufacturing line at our Haridwar Facility and modular mezzanine at our warehouse. These cash outflows were partially offset by proceeds from sale of property, plant and equipment of ₹ 9.47 million.

Net cash flows generated from investing activities was ₹ 75.08 million for six months ended September 30, 2020, primarily due to repayments in bank deposits (having original maturity of more than three months) of ₹ 295.88 million. These cash flows were primarily offset by purchase of property, plant and equipment, including capital work in progress of ₹ 231.67 million.

Net cash flows used in investing activities was ₹ 89.91 million for Fiscal 2021, primarily due to ₹ 555.57 million used for purchase of property, plant and equipment including capital work in progress and intangible assets. The amount was primarily utilized for capitalization of our Ganaur Facility, as well as intangible assets, capital advances and capital creditors. These cash outflows were partially offset by proceeds from sale of property, plant and equipment of ₹ 5.68 million, repayment in bank deposits (having original maturity of more than three months) of ₹ 449.35 million and finance income of ₹ 10.63 million.

Net cash flows used in investing activities was ₹ 1,545.23 million for Fiscal 2020, primarily due to ₹ 1,098.36 million used for purchase of property, plant and equipment including capital work in progress and intangible assets. The amount was primarily utilized for setting up of our Haridwar Facility. We also used ₹ 450.97 million for investments in bank deposits (having original maturity of more than three months) These cash outflows were partially offset by proceeds from sale of property, plant and equipment of ₹ 3.03 million and finance income of ₹ 1.07 million.

Net cash flows used in investing activities was ₹ 287.51 million for Fiscal 2019, primarily due to ₹ 299.77 million used for purchase of property, plant and equipment including capital work in progress, intangible assets, capital advances and capital creditors. The amount was primarily utilized for purchase of vehicles and purchase of plant and machinery at our Baddi and Dehradun Facilities. These cash outflows were partially offset by proceeds from sale of property, plant and equipment of ₹ 11.37 million and finance income of ₹ 0.89 million.

Financing activities

Net cash flows generated from financing activities was ₹ 438.61 million for six months ended September 30, 2021, primarily due to proceeds of current borrowings of ₹ 6,442.77 million. This was partially offset by repayment from current borrowings of ₹ 5,733.28 million, repayment of non-current borrowings of ₹ 149.78 million, principal payment of lease liabilities of ₹ 37.73 million, interest paid on lease liabilities of ₹ 21.18 million and interest paid other than on lease liabilities of ₹ 62.19 million.

Net cash flows used in financing activities was ₹ 45.61 million for six months ended September 30, 2020, primarily due to repayment of current borrowings ₹ 4,859.60 million. This was partially offset by proceeds of current borrowings of ₹ 4,723.26 million, proceeds from non-current borrowings of ₹ 255.70 million, principal payment of lease liabilities of ₹ 21.62 million, interest paid on lease liabilities of ₹ 14.22 million and interest paid other than on lease liabilities of ₹ 68.77 million.

Net cash flows used in financing activities was ₹ 1,293.98 million for Fiscal 2021. This was primarily due to repayment from current borrowings of ₹ 15,928.96 million, repayment of non-current borrowings of ₹ 150.94 million and interest paid other than on lease liabilities of ₹ 140.40 million. This was partially offset by proceeds of current borrowings of ₹ 14,746.91 million and proceeds from non-current borrowings of ₹ 256.34 million.

Net cash flows generated from financing activities was ₹ 685.71 million for Fiscal 2020, primarily due to proceeds from borrowings of ₹ 12,238.37 million, as well as proceeds from proceeds from share allotments under the employee stock options of ₹ 195.28 million. . This was partially offset by repayment of current borrowings of ₹ 12,068.78 million, repayment of non-current borrowings of ₹ 102.95 million, principal payment of lease liabilities of ₹ 30.90 million, interest paid on lease liabilities of ₹ 26.59 million, interest paid other than on lease liabilities of ₹ 121.27 million.

Net cash flows used in financing activities was ₹ 255.14 million for Fiscal 2019, primarily due to repayment from current borrowings of ₹ 9,564.90 million and interest paid other than on lease liabilities of ₹ 183.60 million. This was partially offset by proceeds of current borrowings of ₹ 9,395.53 million and proceeds from non-current borrowings of ₹ 187.02 million.

Indebtedness

The following table sets forth our financial indebtedness as of September 30, 2021:

(in ₹ million)

Particulars	**As of September 30, 2021**
Term loan	771.60
Cash credit including working capital demand loan	978.22
Bill discounting	140.57
Channel financing	25.30
Total	**1,915.69**

For further details in relation to the financial indebtedness, see *"Financial Indebtedness"* on page 340.

Capital and other commitments

As of September 30, 2021, our estimated amount of contracts remaining to be executed on capital account and not provided for was ₹ 24.81 million.

The following table sets forth a summary of the maturity profile of our non-derivative financial liabilities based on contractual cash flows as of September 30, 2021:

(in ₹ million)

Particulars	**Carrying amounts as at September 30, 2021**	**Contractual cash flows**			
		Total	**0-1 years**	**Between 1-5 years**	**More than 5 years**
Non-derivative financial liabilities					
Non-current borrowings	558.04	635.28	-	635.28	-
Current borrowings (including current maturities of non-current borrowings	1,357.65	1,417.51	1,417.51	-	-
Lease liabilities (current and non-current)	605.67	800.61	151.46	438.78	210.37
Other financial liabilities (other than lease liabilities)	109.09	109.09	109.09	-	-
Trade payables	2,063.31	2,063.31	2,063.31	-	-
Total	**4,693.76**	**5,025.80**	**3,741.37**	**1,074.06**	**210.37**

Capital expenditure

Capital expenditure primarily relates to construction of building, purchase of plant and machinery, land, office equipment, furniture, computers, software and other assets. We fund major capital expenditure such as construction of green field plant and setting up of factory through term loans. The remaining capital expenditure is funded through internal accruals.

In the six months ended September 30, 2021, we incurred capital expenditure of ₹ 135.78 million, primarily due to purchase of plant and machinery for ₹ 90.65 million and furniture and fixtures for ₹ 28.20 million. This was primarily attributable to capitalization of two footwear assembly lines at each of our Dehradun Facility and Baddi Facility, purchase of moulds for our Ganaur Facility, purchase of machinery for our Haridwar Facility and purchase of furniture and fixtures at our EBOs and mezzanine at our warehouse.

In the six months ended September 30, 2020, we incurred capital expenditure of ₹ 295.01 million, primarily for setting up of our Ganaur Facility.

In the Fiscal 2021, we incurred capital expenditure of ₹ 708.43 million, primarily for setting up our Ganaur Facility.

In the Fiscal 2020, we incurred capital expenditure of ₹ 856.24 million, primarily for freehold land for ₹ 114.59 million, buildings for ₹ 149.78 million, plant and machinery for ₹ 504.69 million, computers for ₹ 8.68 million, office equipment for ₹ 16.14 million, furniture and fixtures for ₹ 21.01 million, vehicles for ₹ 1.08 million, electric installation for ₹ 32.05 million and leasehold improvements for ₹ 11.09 million. This was primarily attributable to the commissioning of our Haridwar Facility.

In the Fiscal 2019, we incurred capital expenditure of ₹ 345.91 million, primarily for freehold land for ₹ 1.0 million, buildings for ₹ 131.55 million , plant and machinery for ₹ 104.39 million , computers for ₹ 4.49 million, office equipment for ₹ 17.18 million, furniture and fixtures for ₹ 20.83 million, vehicles for ₹ 27.84 million, electric installations for ₹ 10.80 million and leasehold improvement for ₹ 9.23 million.

Contingent liabilities and commitments

The table sets forth our contingent liabilities as per Ind AS 37 as at September 30, 2021:

(in ₹ million)

<table>
<tr><th>Particulars</th><th>Contingent liabilities and commitments as at September 30, 2021</th></tr>
<tr><td>We had imported plant and machinery in Fiscal 2016 under EPCG scheme. An export obligation (‘EO’) amounting to ₹ 23.87 million was placed on us which was to be fulfilled in a period of six years from the date of inspection of licence.

Duty saved under EPCG Scheme amounting to ₹ 3.98 million.</td><td>₹ 3.98</td></tr>
<tr><td colspan="2">Pursuant to judgement by the Honourable Supreme Court dated February 28, 2019, it was held that basic wages, for the purpose of provident fund, to include special allowances which are common for all employees. However, there is uncertainty with respect to the applicability of the judgement and period from which the same applies.

Owing to the aforesaid uncertainty and pending clarification from the authorities in this regard, we have not recognized any provision till Fiscal 2019. Further, we also believe that the impact of the same on us will not be material.</td></tr>
</table>

For details in relation to our contingent liabilities as at September 30, 2021, see ““*Financial Statements – Restated Consolidated Financial Information - Note 39: Contingent liabilities, contingent assets and commitments*” on page 280.

Off-balance sheet commitments and arrangements

We do not have any off-balance sheet arrangements, derivative instruments, swap transactions or relationships with affiliates or other unconsolidated entities or financial partnerships that would have been established for the purpose of facilitating off-balance sheet arrangements.

Quantitative and Qualitative Analysis of Market Risks

We are exposed to various types of market risks during the normal course of business. For further details, see “*Risk Factors*” on page 27:

We have exposure to the following risks arising from financial instruments:

- Credit risk;
- Liquidity risk; and
- Market risk.

Credit risk

Credit risk is the risk of financial loss to us if a customer or counterparty to a financial instrument fails to meet its contractual obligations, and arises principally from our receivables from customers and investment securities. Credit risk arises principally from trade receivables, loans, advances, cash and cash equivalents and deposits with banks. The carrying amounts of financial assets represent the maximum credit risk exposure.

Trade receivables

Our exposure to credit risk is influenced mainly by the individual characteristics of each customer. However, we also consider the factors that may influence the credit risk of our customer base, including the default risk of the industry and country in which customers operate. We have established a credit policy under which each new customer is analyzed individually for creditworthiness before the standard payments and delivery terms and conditions are offered. The average credit period provided to customers varies from 0 to 90 days. We start conducting business with new customers on advance payment terms. We convert the customers to business with standard credit terms after three months and a successful track record.

An impairment analysis is performed for all the customers at each reporting date on an individual basis. We establish an allowance for impairment that represents our expected credit losses in respect of trade and other receivables. We use a simplified approach for the purpose of computation of expected credit loss for trade receivables. An impairment analysis is performed at each reporting date.

Interest rate risk

Currently our borrowings are within acceptable risk levels and accordingly, we have not taken any swaps to hedge the interest rate risk. Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. Our exposure to the risk changes in market interest relates primarily to our long-term debt obligations with floating interest rates. We are carrying our borrowings primarily at variable rate.

For further details in relation to the interest rate risk, interest rate sensitivity, cash and cash equivalents and deposits with banks, loans (security deposits) and trade receivables, see *"Financial Statements – Restated Consolidated Financial Information – Note 45: Financial instruments – Fair values and risk management - II. Financial risk management*" starting on page 293.

Liquidity risk

Liquidity risk is the risk that we will encounter difficulty 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, as far as 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.

Prudent liquidity risk management implies maintaining sufficient cash and marketable securities and the cash flow generated from operations to meet obligations when due and to close out market positions. Due to the dynamic nature of the underlying businesses, our treasury maintains flexibility in funding by maintaining availability under committed credit lines.

We monitor rolling forecasts of our liquidity position (comprising the undrawn borrowing facilities) and cash and cash equivalents on the basis of expected cash flows. This is generally carried out in accordance with practice and limits set by us. In addition, our liquidity management policy involves projecting cash flows in major currencies and considering the level of liquid assets necessary to meet these, monitoring balance sheet liquidity ratios against internal and external regulatory requirements and maintaining debt-financing plans.

For further details in relation to liquidity risk, see *"Financial Statements – Restated Consolidated Financial Information – Note 45: Financial instruments – Fair values and risk management - II. Financial risk management*" starting on page 293.

Market risk

Market risk is the risk that changes in market prices – such as commodity risk, foreign exchange rates and interest rates – will affect our income or the value of our holdings of financial instruments. The objective of market risk management is to manage and control market risk exposures within acceptable parameters, while optimizing the return. For further details in relation to market risk, see *"Financial Statements – Restated Consolidated Financial Information – Note 45: Financial instruments – Fair values and risk management - II. Financial risk management*" starting on page 293.

Currency risk

We are exposed to foreign currency risk to the extent that there is a mismatch between the currencies in which sales and purchases are denominated and our functional currency, hence exposure to exchange rate fluctuations arises. The risk is that the functional currency value of cash flows will vary as a result of movements in exchange rates. Our functional currency is INR and the currency in which these transactions are primarily denominated is USD and RMB.

For assets and liabilities denominated in foreign currencies, our policy is to ensure that our net exposure is kept to an acceptable level by buying or selling foreign currencies at spot rates, whenever necessary. For further details in relation to unhedged foreign currency exposure and currency sensitivity, see *"Financial Statements – Restated Consolidated Financial Information – Note 45: Financial instruments – Fair values and risk management - II. Financial risk management*" starting on page 293.

Unusual or infrequent events or transactions

Except as described in this Draft Red Herring Prospectus, to our knowledge, there have been no unusual or infrequent events or transactions that have in the past or may in the future affect our business operations or future financial performance.

Known trends or uncertainties

Our business has been subject, and we expect it to continue to be subject, to significant economic changes arising from the trends identified above in "*Significant Factors Affecting our Results of Operations*" above and the uncertainties described in "*Risk Factors*" on page 27. To our knowledge, except as disclosed in this Draft Red Herring Prospectus, there are no known factors which we expect to have a material adverse effect on our income.

Future relationship between cost and revenue

Other than as described in "*Risk Factors*" and this section, there are no known factors that might affect the future relationship between cost and revenue.

Related party transactions

We have engaged in the past, and may engage in the future, in transactions with related parties. For details of our related party transactions, see "*Other Financial Information – Related Party Transactions*" on page 305.

Competitive conditions

We operate in a competitive environment. Please refer to "*Risk Factors*", "*Industry Overview*", and "*Our Business*" on pages 27, 110 and 152, for further information on our industry and competition.

Seasonality and cyclicality of business

Our business is seasonal in nature. For further details, see "*-Significant Factors Affecting Our Results of Operations*" above and *"Risk Factors – Our business is affected by seasonality, which could result in fluctuations in our operating results."* on pages 311 and 29.

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 Fiscals and six months ended September 30, 2021 and September 30, 2020 are as described in "*Management's Discussion and Analysis of Financial Condition and Results of Operations – Six months ended September 30, 2021 compared to six months ended September 30, 2020*", "*Management's Discussion and Analysis of Financial Condition and Results of Operations – Fiscal 2021 compared to Fiscal 2020*" and "*Management's Discussion and Analysis of Financial Condition and Results of Operations – Fiscal 2020 compared to Fiscal 2019*" above on pages 328, 329 and 331, respectively.

Significant dependence on single or few customers

Revenue from one of our customers was ₹ 432.57 million during the six months ended September 30, 2021, which is 10.59% of our total income for the said period. We did not receive 10% or more of our revenue from transactions with a customers during any other reporting period / year. For further details, see "*Risk Factors – Our online sales are dependent on sales channels controlled by third party online market places and our inability to utilize these channels or significant changes to our business arrangements with these market places may impact our revenue from operations, cash flows and profitability.*" on page 34.

New products or business segments

Except as disclosed in "*Our Business*" on page 152, and products that we announce in the ordinary course of business, we have not announced and do not expect to announce in the near future any new products or business segments.

Significant developments occurring after September 30, 2021

Except as set out in this Draft Red Herring Prospectus, 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 out operations or profitability, or the value of our assets or our ability to pay our material liabilities with the next 12 months:

- Pursuant to shareholders' resolution dated November 9, 2021 each equity share of our Company of face value of ₹ 10 each was split into two Equity Shares of face value of ₹ 5 each.

- Our Company was converted from a private limited company to a public limited company, pursuant to a resolution passed by our Shareholders in the extraordinary general meeting held on November 9, 2021, and consequently the name of our Company was changed to 'Campus Activewear Limited', and a fresh certificate of incorporation dated November 22, 2021, was issued to our Company by the RoC.

Recent accounting pronouncements

As on the date of this Draft Red Herring Prospectus, there are no recent accounting pronouncements, which, we believe, would have a material effect on our financial condition or results of operations.

FINANCIAL INDEBTEDNESS

Our Company has entered into financing arrangements with various banks, including borrowings in the form of term loans and other working capital facilities to meet working capital requirements. For the borrowing powers of our Board of Directors, see "*Our Management - Borrowing powers*" on page 209.

The details of the indebtedness of our Company as on September 30, 2021, are provided below:

(in ₹ million, unless stated otherwise)

Category of borrowing	Sanctioned amount*	Outstanding amount*
Term Loan	1,076.00	771.60
Working capital demand loan including Cash Credit	1,400.00	978.22
Bill discounting	500.00	140.57
Channel financing	500.00	25.30
Total	**3,476.00**	**1,915.69**

**As certified by APRA & Associates LLP by way of their certificate dated December 24, 2021*
Our Subsidiary does not have any outstanding indebtedness as on September 30, 2021.

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 various documentation executed by our Company in relation to our indebtedness.

1. ***Interest:*** The interest rates for the facilities availed by our Company vary and are typically linked to: (a) the marginal cost of fund based lending rates ("**MCLR**") of a specific lender and spread per annum or rates, subject to a minimum interest rate; (b) the base rate of a specified lender and spread per annum, which varies among different loans for different lenders; and (c) the base repo rate fixed by the RBI and spread per annum, which varies among different loans for different lenders.

2. ***Penal Interest:*** We are bound to pay additional interest to the lenders for any irregularity in payments or maintenance of accounts for our term loans and other fund based working capital facilities. This additional rate of interest is charged at 2% per annum above the standard rate of interest as per the terms of the financing documentation.

3. ***Pre-payment penalty**:* Should we choose to pay some or all of the outstanding amount to the lender before its due date, no prepayment charges are payable if the loan is paid out of internal accruals or from our own sources. Otherwise, some of our loan agreements require us to pay a premium of 2% on the amount paid before it is due.

4. ***Security:*** Following are the securities that been created by our company to secure the borrowing facilities:
   a) All the current assets and movable properties of our Company
   b) Immovable properties located at Baddi, Haridwar, Delhi, Dehradun and Ganaur.

5. ***Validity and Repayment:*** The working capital facilities are typically repayable on demand of the lender as well as the on the basis of a mutually agreed repayment schedule. The validity of our credit facilities typically ranges between 2 months and 6 years.

6. ***Key Covenants:*** Our financing arrangements entail various conditions and covenants restricting certain corporate actions and we are required to take prior approval of the lender before carrying out such activities, without which, it would result in an event of default under the financing arrangements. For instance, certain actions prior to which our Company is required to obtain written consent of the lenders include:

   (a) Effectuating any change in our shareholding pattern & management control in our Company.
   (b) Undertaking any further capex except being funded by our Company's own resources.
   (c) Entering any borrowing arrangement with any other bank or financial institution or giving guarantee on behalf of any other company which increases our borrowing above limits stipulated by our lenders.
   (d) Creating, assuming or incurring any further indebtedness of a long term nature whether for borrowed money or otherwise.
   (e) Diversifying into non-core areas, which is the business other than the current business of our Company.
   (f) Diluting the promoter's stake from present levels.

(g) Repaying subordinated loans availed from the Directors/Group Companies.
(h) Making any changes in the memorandum and articles of our Company.
(i) Selling, assigning, mortgaging or disposing off any fixed assets of our Company.
(j) Entering into any scheme of merger, amalgamation, compromise or reconstruction.
(k) Effecting any material change in the management of business of our Company.

7. ***Events of default:*** In terms of the loan facility, the occurrence of any of the following, will constitute an event of default:

(a) Default in payment of the loan obligations or any amount due or any part thereof.
(b) One or more events, conditions or circumstances (including any change in law) shall occur or exist which in the reasonable opinion of the lender, could have a material adverse effect.
(c) If our Company attempts or purports to create any security interest (other than as permitted under the financing documents) over any of its assets which are charged in favour of the lenders.
(d) Misleading information and representation.
(e) Any notice/action in relation to actual or threatened liquidation, dissolution, bankruptcy, or insolvency of our Company.
(f) Cessation in business or change in general nature or scope of the business, operations, management (key managerial personnel, chief executive officer and chief financial officer) or ownership of the Company.
(g) Security is in jeopardy or ceases to exist.
(h) Expropriation by any government, governmental authority, agency, official or entity, which in reasonable opinion of the lender causes material adverse effect.
(i) Illegality of any obligation under the facility agreement.
(j) Change in control of our Company without the prior consent of the lenders.
(k) Any transaction document becomes ineffective, unenforceable or invalid.

8. ***Consequences of occurrence of events of default:*** In terms of the loan facility, upon the occurrence of events of default, our lenders may:

(a) Terminate either whole or part of the facility agreement and declare any amount as immediately due and payable.
(b) Accelerate the maturity of the facility and declare all amounts as payable by our Company in respect of the facility to be due and payable immediately.
(c) Suspend or cancel further access/drawls.
(d) Declare the security created, to be enforceable.
(e) Appoint a nominee and/or observer on the Board.
(f) Convert the outstanding loan obligations into equity or other securities.
(g) Exercise any other rights available to the lender under any regulations/law or the transaction documents.

For risks in relation to the financial and other covenants required to be complied with in relation to our borrowings, see "*Risk Factors – We have incurred significant indebtedness and our lenders have imposed certain restrictive conditions on us under our financing arrangements. This may limit our ability to pursue our business and limit our flexibility in planning for, or reacting to, changes in our business or industry."* on page 45

SECTION VIII – LEGAL AND OTHER INFORMATION

OUTSTANDING LITIGATION AND OTHER MATERIAL DEVELOPMENTS

Except as stated below, there are no outstanding (i) criminal proceedings; (ii) actions by statutory or regulatory authorities; (iii) claims for any direct or indirect tax liabilities; or (iv) proceeding (other than proceedings covered under (i) to (ii) above) which have been determined to be material pursuant to the Materiality Policy (as disclosed herein below), involving our Company, Directors, Promoters or Subsidiary.

*In relation to (iv) above, our Board in its meeting held on December 21, 2021, has considered and adopted a policy of materiality for identification of material litigation ("**Materiality Policy**"). In terms of the Materiality Policy, the following shall be considered "material" for the purposes of disclosure in this Draft Red Herring Prospectus:*

a) *Any pending litigation / arbitration proceedings involving our Company, Subsidiary, Promoters or Directors where the aggregate monetary claim made by or against our Company, Subsidiary, Promoters or Directors (individually or in the aggregate), in any such pending litigation / arbitration proceeding is equal to or in excess of 1.00% of the Company's profit after tax on a consolidated basis, derived from the most recently completed fiscal year as per the Restated Consolidated Financial Information included in this Draft Red Herring Prospectus. Our profit after tax attributable to owners of the Company, for Fiscal 2021 as per the Restated Consolidated Financial Information was ₹ 268.74 million. Accordingly, any pending litigation / arbitration proceeding involving our Company, Subsidiary, Promoters or Directors where the aggregate monetary claim made by or against our Company, Subsidiary, Promoters or Directors is equal to or in excess of ₹ 2.69 million has been considered material;*

b) *Any pending litigation / arbitration proceedings involving our Company, Subsidiary, Promoters or Directors wherein a monetary liability is not quantifiable, or which does not fulfil the threshold as specified in (i) above, but the outcome of which could, nonetheless, have a material adverse effect on the business, operations, performance, prospects, financial position or reputation of the Company; or*

c) *Any pending litigation / arbitration proceedings involving our Company, Subsidiary, Promoters or Directors where the decision in one litigation is likely to affect the decision in similar litigations, even though the amount involved in an individual litigation may not exceed 1.00% of the Company's profit after tax, on a consolidated basis, derived from the most recently completed fiscal year as per the Restated Consolidated Financial Information included in this Draft Red Herring Prospectus.*

Further, except as disclosed in this section, there are no (i) disciplinary actions taken against any of our Promoters by SEBI or any Stock Exchange in the five Fiscals preceding the date of this Draft Red Herring Prospectus; or (ii) litigation involving any Group Company which may have a material impact on our Company.

For the purposes of the above, pre-litigation notices received by our Company, Subsidiary, Directors, Group Company or Promoters from third parties (excluding those notices issued by statutory / regulatory / tax authorities or notices threatening criminal action) have not and shall not, unless otherwise decided by our Board, be considered material until such time that our Company, our Subsidiary, or such Director, Group Company or Promoter, as the case may be, is impleaded as a defendant in litigation before any judicial/arbitral forum.

All terms defined in a particular litigation disclosure below are for that particular litigation only.

Further, our Board, in its meeting held on December 21, 2021, has approved that a creditor of our Company shall be considered 'material' if the amount due to such creditor is equal to or in excess of 5.00% of the consolidated trade payables of our Company as of the end of the most recent period covered in the Restated Consolidated Financial Information. The consolidated trade payables of our Company as on September 30, 2021 as per our Restated Consolidated Financial Information, were ₹ 2,063.31 million. Accordingly, a creditor has been considered 'material' if the amount due to such creditor is equal to or exceeds ₹ 103.17 million as on September 30, 2021.

Unless stated to the contrary, the information provided below is as on the date of this Draft Red Herring Prospectus.

Litigation proceedings involving our Company

(a) ***Criminal proceedings***

Except as disclosed below, there are no pending criminal proceedings involving our Company as on the date of this Draft Red Herring Prospectus:

1. Our Company has filed a complaint under Section 138 of the Negotiable Instruments Act, 1881, against the proprietor of M/s Rattan Trading Co., before the Court of the Chief Metropolitan Magistrate, Patiala House Courts, New Delhi. Pursuant to the complaint, it was alleged that a cheque dated March 27, 2018, for a sum of ₹ 3.25 million, issued by the accused in favour of our Company, was dishonoured. The matter is currently pending.

2. Our Company has filed a complaint under Section 138 of the Negotiable Instruments Act, 1881, against M/s National Shoe Company and the proprietor of M/s National Shoe Company, before the Court of the Chief Metropolitan Magistrate, Patiala House Court, New Delhi. Pursuant to the complaint, it was alleged that a cheque dated August 6, 2020, for a sum of ₹ 2.68 million, issued by the proprietor of M/s National Shoe Company in favour of our Company, was dishonoured. The matter is currently pending.

(b) ***Statutory or regulatory proceedings***

As on the date of this Draft Red Herring Prospectus, there are no pending actions taken by statutory or regulatory authorities against our Company.

(c) ***Claims related to direct and indirect taxes***

As on the date of this Draft Red Herring Prospectus, there are no outstanding claims related to direct and indirect taxes involving our Company.

(d) ***Other material proceedings***

As on the date of this Draft Red Herring Prospectus, there are no other proceedings involving our Company, which have been considered material by our Company in accordance with the Materiality Policy.

Proceedings involving the intellectual property of our Company

We are currently subject to opposition proceedings in respect of certain trademarks that we have applied for, and rectification proceedings in respect of certain trademarks registered by us. These trademarks include those that are material to our business. We have summarised below the material ongoing proceedings of this nature involving our Company:

Trademark	Status	Registration / Application No.	Date of application	Date of grant of registration	Class	Date of opposition / rectification	Summary of the proceedings
	Registered	2054271	November 16, 2010	June 18, 2012#	**Class 25:** Footwear, soles of footwear, parts of footwear.	November 11, 2020	One of our competitors has initiated opposition / rectification proceedings with respect to each of these trademarks that have been applied for / registered by our Company. Pursuant to these proceedings, it has been alleged that the image being used in these trademarks are deceptively similar to the trademark registered in their name, and they have using such trademarks before our Company. These proceedings are currently outstanding.
Campus For a campus called life	Applied for by the Company	3243257	April 26, 2016	Not applicable		October 31, 2019	
Campus Jiyo Zindagi Yaaren	Applied for by the Company	3243258	April 26, 2016	Not applicable		November 5, 2019	
Campus	Applied for by the Company	3496066	March 1, 2017	Not applicable		December 28, 2019	
Campus	Registered	3582682	July 1, 2017	January 11, 2018		November 11, 2020	
Campus	Registered	3582683	July 1, 2017	January 11, 2018	**Class 35:** Advertising, business management; business administration; office functions; retail services; online retail services; wholesale services; retailing and wholesaling services for footwear, footwear accessories;	November 11, 2020	
Campus #EVOLVE	Registered	3582686	July 1, 2017	June 6, 2018		November 11, 2020	

Trademark	Status	Registration / Application No.	Date of application	Date of grant of registration	Class	Date of opposition / rectification	Summary of the proceedings
					marketing and promotional services.		
Campus #EVOLV∃	Registered	3582693	July 1, 2017	December 31, 2017	**Class 25:** Footwear, soles of footwear, parts of footwear.	November 11, 2020	
Campus #EVOLVE	Registered	3593313	July 17, 2017	January 8, 2018		November 11, 2020	
Campus #EVOLVE	Registered	3593314	July 17, 2017	January 10, 2018	**Class 35:** Advertising, business management; business administration; office functions; retail services; online retail services; wholesale services; retailing and wholesaling services for footwear, footwear accessories; marketing and promotional services.	November 11, 2020	

Trademark	Status	Registration / Application No.	Date of application	Date of grant of registration	Class	Date of opposition / rectification	Summary of the proceedings
	Registered*	2054270	November 16, 2010	August 31, 2016	**Class 18**: Leather and imitations of leather, and goods made of these materials	March 26, 2021	
CAMPUS KA SCHOOL TIME	Applied for by the Company	5004795	June 14, 2021	Not applicable	**Class 25:** Footwear, soles of footwear, parts of footwear.	November 5, 2021	An entity engaged in manufacturing of clothing and accessories have initiated opposition proceedings in respect of the applications made by us for these trademarks. Pursuant to these opposition proceedings, it has been alleged that these trademarks applied for by us are similar to certain trademarks that is registered in its name (“**Opposition Trademarks**”), and that it have been using its trademark since 2011. Since then, our Company has initiated rectification proceedings in respect of the Opposition Trademarks, wherein we have stated, among others, that the trademark ‘Campus’ that is registered in our name under Class 25, has been registered since 1990. These proceedings are currently outstanding.
CAMPUS	Applied for by the Company	4981916	May 24, 2021	Not applicable		October 21, 2021	

** Assignment of the trademark in the name of our Company is pending before the Indian Trade Marks Registry*

#The registration for this trademark was originally applied for in October 1997, and granted in April 2005.

Litigation proceedings involving our Subsidiary

(a) ***Criminal proceedings***

Except as disclosed below, there are no pending criminal proceedings involving our Subsidiary as on the date of this Draft Red Herring Prospectus:

1. M/s Ankit International, a partnership firm which was subsequently converted into our Subsidiary, has filed a complaint under Section 138 of the Negotiable Instruments Act, 1881, against the proprietor of M/s Rattan Trading Co., before the Court of the Chief Metropolitan Magistrate, Patiala House Courts, New Delhi. Pursuant to the complaint, it was alleged that a cheque dated March 27, 2018, for a sum of ₹ 1.54 million, issued by the accused in favour of M/s Ankit International, was dishonoured. The matter is currently pending.

(b) ***Statutory or regulatory proceedings***

As on the date of this Draft Red Herring Prospectus, there are no pending actions taken by statutory or regulatory authorities against our Subsidiary.

(c) ***Claims related to direct and indirect taxes***

As on the date of this Draft Red Herring Prospectus, there are no pending claims related to direct or indirect taxes involving our Subsidiary.

(d) ***Other pending proceedings***

As on the date of this Draft Red Herring Prospectus there are no other pending proceedings involving our Subsidiary, which have been considered material by our Company in accordance with the Materiality Policy.

Litigation proceedings involving our Directors

(a) ***Criminal proceedings***

Except as disclosed below, there are no pending criminal proceedings involving any of our Directors as on the date of this Draft Red Herring Prospectus:

1. The Regional Officer, Faridabad filed a criminal complaint ("**Complaint**") before the Environment Court, Faridabad ("**EC**") against QRG Central Hospital and Research Centre (Unit - II) ("**QRGCHRC**") and Anil Rai Gupta in his capacity as a director of QRGCHRC, among others. It has been alleged in the Complaint that QRGCHRC is in violation of the notification dated September 14, 2006 issued by the Ministry of Environment and Forests under Rule 5(3) of the Environment (Protection) Rules, 1986, for constructing a building of more than 20,000 square feet without obtaining prior environmental clearance. The maintainability of the Complaint has been challenged before the High Court of Punjab and Haryana ("**High Court**"), pursuant to which the High Court vide its order dated November 5, 2015 stayed the proceedings pending before the EC. The matter is currently pending.

2. Mitra Associates Private Limited ("**Complainant**") had filed a criminal complaint ("**Complaint**") before the District Court, Allahabad, against Duke Arnics Electronics Private Limited (**"Duke Arnics"**), alleging that Duke Arnics had not made certain payments against the supply of goods under a commercial agreement entered into between the Complainant and Duke Arnics. Duke Arnics has since been amalgamated with Towers and Transformers Limited, which changed its name to M/s TTL Limited and was amalgamated with QRG Enterprises Limited (**"QRGEL"**). Consequently, QRGEL and Anil Rai Gupta in his capacity as director of QRGEL, among others, were made parties to the case. The summons pursuant to the Complaint has been challenged before the High Court of Allahabad ("**High Court**"), and pursuant to its order dated April 26, 2013, the proceedings pending before the District Court, Allahabad in relation to the Complaint have been stayed. The matter is currently pending.

(b) ***Statutory or regulatory proceedings***

As on the date of this Draft Red Herring Prospectus, there are no pending actions taken by statutory or regulatory authorities against our Directors:

(c) ***Claims related to direct and indirect taxes***

Except as disclosed below, as on the date of this Draft Red Herring Prospectus, there are no pending claims related to direct or indirect taxes involving our Directors:

S.No.	Nature of Proceedings	Number of cases	Approximate amount in dispute (in ₹ million)
Hari Krishan Agarwal			
1	Income Tax	1	9.81
Total		1	9.81

(d) ***Other pending proceedings***

As on the date of this Draft Red Herring Prospectus there are no other pending proceedings involving any of our Directors, which have been considered material by our Company in accordance with the Materiality Policy:

Litigation proceedings involving our Promoters

(a) ***Criminal proceedings***

As on the date of this Draft Red Herring Prospectus, there are no pending criminal proceedings involving any of our Promoters.

(b) ***Statutory or regulatory proceedings***

As on the date of this Draft Red Herring Prospectus, there are no pending actions taken by statutory or regulatory authorities against our Promoters.

(c) ***Claims related to direct and indirect taxes***

Except as disclosed in *" – Litigation proceedings involving our Directors",* as on the date of this Draft Red Herring Prospectus, there are no other pending claims related to direct or indirect taxes involving our Promoters.

(d) ***Other pending proceedings***

As on the date of this Draft Red Herring Prospectus there are no other pending proceedings involving any of our Promoters, which have been considered material by our Company in accordance with the Materiality Policy.

(e) ***Disciplinary action taken against our Promoters in the five Fiscals preceding the date of this Draft Red Herring Prospectus by SEBI or any stock exchange***

No disciplinary action has been taken against our Promoters in the five Fiscals preceding the date of this Draft Red Herring Prospectus either by SEBI or any stock exchange.

Litigation proceedings involving our Group Companies

As on the date of this Draft Red Herring Prospectus, there are no pending litigation proceedings involving any of our Group Companies which will have a material impact on our Company.

Outstanding dues to small scale undertakings or any other creditors

In terms of the Materiality Policy, such creditors are considered 'material' to whom the amount due is equal to or in excess of 5.00 percent of the consolidated trade payables of our Company as on September 30, 2021. Based on this, our Company owed a total sum of ₹ 2,063.31 million to a total number of 635 creditors as on September 30, 2021. The details of our outstanding dues to the 'material' creditors of our Company, MSMEs, and other creditors, on a consolidated basis, as on September 30, 2021, are as follows:

Particulars	No. of creditors	Amount due (in ₹ million)
Micro, small or medium enterprises	14	131.86
'Material' creditors	1	105.29
Other creditors	620	1,826.16

For complete details of outstanding overdues to material creditors, see http://www.campusactivewear.com/investor-relations-corporate.

It is clarified that such details available on our Company's website do not form a part of this Draft Red Herring Prospectus. Anyone placing reliance on any other source of information including our Company's website would be doing so at their own risk.

Material Developments

Except as stated in the section "*Management's Discussion and Analysis of Financial Condition and Results of Operations*" on page 307**,** there have not arisen, since the date of the last Restated Consolidated Financial Information disclosed in this Draft Red Herring Prospectus, any circumstances which materially and adversely affect or are likely to affect our profitability taken as a whole or the value of our consolidated assets or our ability to pay our liabilities within the next 12 months.

GOVERNMENT AND OTHER APPROVALS

Except as disclosed herein, we have obtained all material consents, licenses, registrations, permissions and approvals from various governmental, statutory and regulatory authorities, which are necessary for undertaking the current business activities and operations of our Company and Material Subsidiary. Except as disclosed below, no further approvals are material for carrying on the present business operations of our Company and Material Subsidiary. In the event any of the approvals and licenses that are required for our business operations expire in the ordinary course, we make applications for their renewal from time to time. For details in connection with the regulatory and legal framework within which our Company operates, see "Key Regulations and Policies" on page 193.

For Offer related approvals, see "Other Regulatory and Statutory Disclosures" on page 352. For the incorporation details of our Company, see "History and Certain Corporate Matters" on page 197, and for the incorporation details of our Subsidiary, see "History and Certain Corporate Matters – Our Subsidiary" on page 200.

Material approvals in relation to our business and operations

Tax related approvals

1. Permanent Account Number and Tax Deduction and Collection Account Number issued by the Income Tax Department under the Income Tax Act, 1961; and

2. Goods and Services Tax registration issued by the Government of India, under the Central Goods and Service Tax Act, 2017 and the state specific Goods and Services Tax Acts.

Business related approvals

1. License to work factories issued under the Factories Act, 1948 to enable our Company to operate a factory within the manufacturing units.

2. Consent or authorization issued by the respective pollution control boards: (i) to operate under the Water (Prevention and Control of Pollution) Act, 1974; (ii) to operate under the Air (Prevention and Control of Pollution) Act, 1981; and (c) under the Hazardous & Other Wastes (Management and Transboundary Movement) Rules, 2016, as applicable, to operate a factory within the manufacturing units.

3. Fire no-objection certificates from the relevant state and municipality fire departments.

4. Certificate of registration under the Legal Metrology Act, 2009.

5. Permission to abstract groundwater from the state specific Water Resources Authorities.

6. Registration under applicable shops and establishments legislation for our offices, issued by the ministry or department of labour of relevant State government, wherever applicable.

Foreign trade related approvals

1. Importer-Exporter Code from the Office of Zonal Director General of Foreign Trade, Department of Commerce, Ministry of Commerce and Industry, Government of India.

Labour/employment related approvals

1. Certificates of registration as a principal employer under the Contract Labour (Regulation & Abolition) Act, 1970 issued by relevant registering officer, to enable our Company to employ labour on a contractual basis.

2. Registration for employees' provident fund issued by the Employees' Provident Fund Organization under the Employees' Provident Funds and Miscellaneous Provisions Act, 1952.

3. Registration for employees' insurance issued by the relevant regional office of the Employees State Insurance Corporation under the Employees' State Insurance Act, 1948.

Material approvals applied for, including renewal applications, but not received

As on the date of this Draft Red Herring Prospectus, the following are the material approvals for which applications have been made:

Nature of approval	Issuing authority	Date of acknowledgement of renewal application / date of renewal application
Fire NOC for our Registered and Corporate office	Delhi Fire Service	June 7, 2019
Permission to abstract groundwater for industrial use for our manufacturing unit at Khasra No 68//1,2,3,8,9,10/1, Panchi Gurjan, Ganaur, Sonipat	Haryana Irrigation & Water Resources Department	February 17, 2021
Registration under the Uttar Pradesh Shops and Commercial Establishments Act, 1962, for our shop at Shop No 93 Main Road, Lal Bangla, Harjender Nagar, Kanpur Nagar, Uttar Pradesh	Labour Commissioner, Uttar Pradesh	December 19, 2018
Registration under the Bihar Shops and Establishments Act, 1953, for our shop at Shop No-S04, Second floor P&M Mall, Patliputra Kurhi Rd, Patliputra Industrial Area, Patliputra Colony, Patna, Bihar	Office of District Labour Superintendent (Labour Superintendent – Patna – 1)	September 13, 2021
Application to renew the Consolidated Consent and Authorisation under the Air (Prevention and Control of Pollution) Act, 1981 and the Water (Prevention and Control of Pollution) Act, 1974, and the Hazardous and Other Wastes (Management & Transboundary Movement) Rules, 2016, for our manufacturing unit at C-9, 10, UPSIDC Industrial Area, Selaqui Dehradrun	Uttarakhand Pollution Control Board	July 1, 2021
Certificate of registration for use of ground water for our manufacturing unit at Plot 61, Bhatolikalan, Baddi, District Solan, Himachal Pradesh	Member Secretary, Himachal Pradesh Ground Water Authority cum Superintending Engineer	April 23, 2016
Certificate of registration for use of ground water for the manufacturing unit of our Subsidiary at Plot 62, Industrial Area, Bhatolikalan, Tehsil Baddi, District Solan, Himachal Pradesh	Member Secretary, Himachal Pradesh Ground Water Authority cum Superintending Engineer	April 23, 2016
No-objection certificate to abstract ground water for industrial use	Central Ground Water Authority, Department of Water Resources	December 17, 2021

Material approvals to be applied for, including renewal applications

As on the date of this Draft Red Herring Prospectus, there are no material approvals for which applications are yet to be made by our Company.

Intellectual property

For information about the intellectual property of our Company, see *"Our Business - Intellectual Property"* on page 186.

OTHER REGULATORY AND STATUTORY DISCLOSURES

Authority for the Offer

Our Board has approved the Offer pursuant to resolution passed in their meeting held on December 21, 2021. Further, this Draft Red Herring Prospectus has been approved by our Board pursuant to their resolution dated December 24, 2021.

Each of the Selling Shareholders has, severally and not jointly, authorized and confirmed inclusion of their portion of the Offered Shares as part of the Offer for Sale, as set out below:

S. No.	Name of the Selling Shareholder	Number of Offered Shares in the Offer for Sale	Date of Selling Shareholders' Consent Letter	Date of corporate authorization / board resolution
1.	Hari Krishan Agarwal	Up to 9,000,000 Equity Shares	December 21, 2021	-
2.	Nikhil Aggarwal	Up to 5,000,000 Equity Shares	December 21, 2021	-
3.	TPG Growth III SF Pte. Ltd.	Up to 30,000,000 Equity Shares	December 17, 2021	December 15, 2021
4.	QRG Enterprises Limited	Up to 6,700,000 Equity Shares	December 15, 2021	December 15, 2021
5.	Rajiv Goel	Up to 100,000 Equity Shares	December 15, 2021	-
6.	Rajesh Kumar Gupta	Up to 200,000 Equity Shares	December 15, 2021	-

Our Company has received in-principle approvals from BSE and NSE for the listing of the Equity Shares pursuant to letters dated [●] and [●], respectively.

Prohibition by SEBI or other Governmental Authorities

Our Company, our Promoters, our Directors, the members of the Promoter Group and each of the Selling Shareholders have not been prohibited from accessing the capital markets and have not been debarred from buying, selling or dealing in securities under any order or direction passed by SEBI or any securities market regulator in any jurisdiction or any other authority/court.

Compliance with the Companies (Significant Beneficial Ownership) Rules, 2018

Our Company, our Promoters, the members of the Promoter Group and each of the Selling Shareholders are in compliance with the Companies (Significant Beneficial Owners) Rules, 2018, in relation to the Company, to the extent in force and applicable.

Directors associated with the Securities Market

Except for Hari Krishan Agarwal who is a shareholder of SKI Capital Services Limited (which is registered with SEBI as a stock broker bearing registration number INZ00188835, registrar and transfer agent bearing registration number INR000004237, depository participant with NSDL bearing registration number IN-DP-08-2015 and category – I merchant banker bearing registration number INM000012768), none of our Directors are, in any manner, associated with the securities market.

There are no outstanding action(s) initiated by SEBI against the Directors of our Company in the five years preceding the date of this Draft Red Herring Prospectus.

Eligibility for the Offer

Our Company is eligible for the Offer in accordance with Regulation 6(1) of the SEBI ICDR Regulations, and is in compliance with the conditions specified therein in the following manner:

- Our Company has had net tangible assets of at least ₹ 30 million, calculated on a restated basis, in each of the preceding three full years (of 12 months each);
- Our Company has an average operating profit of at least ₹ 150 million, calculated on a restated basis, during the preceding three years (of 12 months each), with operating profit in each of these preceding three years;
- Our Company has a net worth of at least ₹ 10 million in each of the preceding three full years (of 12 months each), calculated on a restated basis; and

- Our Company has not changed its name in the last one year, other than the deletion of the word "Private" from the name of our Company pursuant to conversion to a public limited company. The Company has not undertaken any new activity pursuant to such change in name.

Our Company's net tangible assets, operating profits and net worth, derived from the Restated Consolidated Financial Information included in this Draft Red Herring Prospectus as at, and for the last three Fiscals ended March 31, 2021, 2020 and 2019 are set forth below:

(*₹ in million, unless otherwise stated*)

Particulars	**As at and for the Fiscal ended**		
	March 31, 2021	**March 31, 2020**	**March 31, 2019**
Net Tangible Assets[1], as restated and consolidated (A) *(₹ in million)*	3,121.18	2,834.32	1,978.95
Operating Profit[2], as restated and consolidated (B) *(₹ in million)*	833.08	1,131.88	856.72
Net Worth[3], as restated and consolidated (C) *(₹ in million)*	3,126.35	2,847.45	2,017.72

[1] *Net tangible assets' means the sum of all net assets of the Company excluding intangible assets as defined in Indian Accounting Standard (Ind AS) 38 issued by the Institute of Chartered Accountants of India.*

[2] *'Operating Profit' has been calculated as profit before finance costs, other comprehensive income for the year, other income and tax expenses.*

[3] *'Net Worth' means the equity attributable to owners of the Company.*

Our Company has operating profits in each of Fiscal 2021, 2020 and 2019 in terms of our Restated Consolidated Financial Information. Our average operating profit for Fiscals 2021, 2020 and 2019 is ₹ 940.56 million.

Further, in accordance with Regulation 49(1) of the SEBI ICDR Regulations, our Company shall ensure that the number of Allottees under the Offer shall be not less than 1,000; and should our Company fail to do so, the Bid Amounts received by our Company shall be refunded to the Bidders, in accordance with the SEBI ICDR Regulations and applicable law.

Our Company confirms that it is in compliance with the conditions specified in Regulation 7(1) of the SEBI ICDR Regulations, to the extent applicable, and will ensure compliance with the conditions specified in Regulation 7(2) of the SEBI ICDR Regulations, to the extent applicable.

Further, our Company confirms that it is not ineligible to make the Offer in terms of Regulation 5 of the SEBI ICDR Regulations, to the extent applicable. The details of our compliance with Regulation 5 of the SEBI ICDR Regulations are as follows:

(a) None of our Company, our Promoters, members of our Promoter Group, our Directors or any of the Selling Shareholders are debarred from accessing the capital markets by the SEBI.

(b) None of our Promoters or Directors are promoters or directors of companies which are debarred from accessing the capital markets by the SEBI.

(c) None of our Company, our Promoters or Directors is a wilful defaulter.

(d) None of our Promoters or Directors has been declared a fugitive economic offender in accordance with the Fugitive Economic Offenders Act, 2018.

(e) There are no outstanding warrants, options or rights to convert debentures, loans or other instruments convertible into, or which would entitle any person any option to receive Equity Shares, as on the date of this Draft Red Herring Prospectus.

Each of the Selling Shareholders, severally and not jointly, confirms that they are in compliance with Regulation 8 of the SEBI ICDR Regulations.

Further, our Company and Directors have not been declared as 'Fraudulent Borrowers' by any lending bank, financial institution or consortium, in terms of the Master Directions on "Frauds – Classification and Reporting by commercial banks and select FIs" dated July 1, 2016.

DISCLAIMER CLAUSE OF SEBI

IT IS TO BE DISTINCTLY UNDERSTOOD THAT SUBMISSION OF THIS DRAFT RED HERRING PROSPECTUS TO SEBI SHOULD NOT, IN ANY WAY, BE DEEMED OR CONSTRUED THAT THE SAME HAS BEEN CLEARED OR APPROVED BY SEBI. SEBI DOES NOT TAKE ANY RESPONSIBILITY EITHER FOR THE FINANCIAL SOUNDNESS OF ANY SCHEME OR THE PROJECT FOR WHICH THE OFFER IS PROPOSED TO BE MADE OR FOR THE CORRECTNESS OF THE STATEMENTS MADE OR OPINIONS EXPRESSED IN THIS DRAFT RED HERRING PROSPECTUS. THE BOOK RUNNING LEAD MANAGERS, JM FINANCIAL LIMITED, BOFA SECURITIES INDIA LIMITED, CLSA INDIA PRIVATE LIMITED AND KOTAK MAHINDRA CAPITAL COMPANY LIMITED HAVE CERTIFIED THAT THE DISCLOSURES MADE IN THIS DRAFT RED HERRING PROSPECTUS ARE GENERALLY ADEQUATE AND ARE IN CONFORMITY WITH THE SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE OF CAPITAL AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2018. 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 THIS DRAFT RED HERRING PROSPECTUS, THE BOOK RUNNING LEAD MANAGERS ARE EXPECTED TO EXERCISE DUE DILIGENCE TO ENSURE THAT THE COMPANY DISCHARGES ITS RESPONSIBILITY ADEQUATELY IN THIS BEHALF AND TOWARDS THIS PURPOSE, THE BOOK RUNNING LEAD MANAGERS HAVE FURNISHED TO SEBI, A DUE DILIGENCE CERTIFICATE DATED DECEMBER 24, 2021 IN THE FORMAT PRESCRIBED UNDER SCHEDULE V(A) OF THE SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE OF CAPITAL AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2018.

THE FILING OF THIS DRAFT RED HERRING PROSPECTUS DOES NOT, HOWEVER, ABSOLVE THE COMPANY FROM ANY LIABILITIES UNDER THE COMPANIES ACT, 2013 OR FROM THE REQUIREMENT OF OBTAINING SUCH STATUTORY AND/OR OTHER CLEARANCES AS MAY BE REQUIRED FOR THE PURPOSE OF THE PROPOSED OFFER. SEBI FURTHER RESERVES THE RIGHT TO TAKE UP, AT ANY POINT OF TIME, WITH THE BOOK RUNNING LEAD MANAGERS, ANY IRREGULARITIES OR LAPSES IN THIS DRAFT RED HERRING PROSPECTUS.

All legal requirements pertaining to the Offer will be complied with at the time of filing of the Red Herring Prospectus with the Registrar of Companies 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 filing of the Prospectus with the Registrar of Companies in terms of sections 26, 32, 33(1) and 33(2) of the Companies Act, 2013.

Disclaimer from our Company, our Directors, the Selling Shareholders and the Book Running Lead Managers

Our Company, our Directors and the Book Running Lead Managers accept no responsibility for statements made otherwise than in this Draft Red Herring Prospectus or in the advertisements or any other material issued by or at our Company's instance and anyone placing reliance on any other source of information, including our Company's website, www.campusactivewear.com, or the website of any affiliate of our Company, would be doing so at his or her own risk. Each Selling Shareholder and its respective directors, partners, affiliates, associates and officers accept or undertake no responsibility for any statements other than those undertaken or confirmed by such Selling Shareholder in relation to themself and their respective portion of the Offered Shares.

The Book Running Lead Managers accept no responsibility, save to the limited extent as provided in the Offer Agreement and the Underwriting Agreement to be entered into between the Underwriter, the Selling Shareholders and our Company.

All information shall be made available by our Company, the Selling Shareholders, severally and not jointly (to the extent that the information pertain to themself and their respective portions of the Offered Shares through the Offer Documents), and the Book Running Lead Managers to the public and investors at large and no selective or additional information would be available for a section of the investors in any manner whatsoever, including at road show presentations, in research or sales reports, at Bidding centres or elsewhere.

None among our Company, the Selling Shareholders or any member of the Syndicate is liable for any failure in (i) uploading the Bids due to faults in any software/ hardware system or otherwise, or (ii) the blocking of the Bid Amount in the ASBA Account on receipt of instructions from the Sponsor Bank on the account of any errors, omissions or non-compliance by various parties involved, or any other fault, malfunctioning, breakdown or otherwise, in the UPI Mechanism.

Prospective investors who Bid in the Offer will be required to confirm and will be deemed to have represented to our Company, the Selling Shareholders, Underwriters and their respective directors, officers, agents, affiliates, and representatives that they are eligible under all applicable laws, rules, regulations, guidelines and approvals to acquire the Equity Shares and will not issue, sell, pledge, or transfer the Equity Shares to any person who is not eligible under any applicable laws, rules, regulations, guidelines and approvals to acquire the Equity Shares. Our Company, the Selling Shareholders, Underwriters and their respective directors, officers, agents, affiliates, and representatives accept no responsibility or liability for advising any investor on whether such investor is eligible to acquire the Equity Shares.

The Book Running Lead Managers and their respective associates and affiliates may engage in transactions with, and perform services for, our Company, the Selling Shareholders 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 Shareholders 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

Any dispute arising out of the Offer will be subject to the jurisdiction of appropriate court(s) in New Delhi only.

The Offer is being made in India to persons resident in India (including Indian nationals resident in India who are competent to contract under the Indian Contract Act, 1872, HUFs, companies, corporate bodies and societies registered under the applicable laws in India and authorised to invest in shares, Indian Mutual Funds registered with the SEBI, Indian financial institutions, commercial banks, regional rural banks, co-operative banks (subject to RBI permission), or trusts under applicable trust law and who are authorised under their constitution to hold and invest in shares, permitted insurance companies and pension funds, insurance funds set up and managed by the army and navy and insurance funds set up and managed by the Department of Posts, India) and permitted Non-Residents including FPIs and Eligible NRIs, AIFs and other eligible foreign investors, if any, provided that they are eligible under all applicable laws and regulations to purchase the Equity Shares.

This Draft Red Herring Prospectus does not constitute an invitation to subscribe to or purchase the Equity Shares in the Offer in any jurisdiction, including India. Invitations to subscribe to or purchase the Equity Shares in the Offer will be made only pursuant to the Red Herring Prospectus if the recipient is in India or the preliminary offering memorandum for the Offer, which comprises the Red Herring Prospectus and the preliminary international wrap for the Offer, if the recipient is outside India.

Eligibility and Transfer Restrictions

The Equity Shares offered in the Offer 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 accordingly, the Equity Shares are being offered and sold (i) within the United States solely to persons who are reasonably believed to be "qualified institutional buyers" (as defined in Rule 144A under the U.S. Securities Act) in transactions exempt from the registration requirements of the U.S. Securities Act, and (ii) outside the United States in "offshore transactions" as defined in and 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 issued or sold, and Bids may not be made by persons in any such jurisdiction, except in compliance with the applicable laws of such jurisdiction.

Bidders are advised to ensure that any Bid from them does not exceed investment limits or maximum number of Equity Shares that can be held by them under applicable law.

Disclaimer Clause of BSE

As required, a copy of this Draft Red Herring Prospectus has been submitted to BSE. The disclaimer clause as intimated by BSE to our Company, post scrutiny of this Draft Red Herring Prospectus, shall be included in the Red Herring Prospectus and the Prospectus prior to the RoC filing.

Disclaimer Clause of NSE

As required, a copy of this Draft Red Herring Prospectus has been submitted to NSE. The disclaimer clause as intimated by NSE to our Company, post scrutiny of this Draft Red Herring Prospectus, shall be included in the Red Herring Prospectus and the Prospectus prior to the RoC filing.

Listing

The Equity Shares offered pursuant to the Red Herring Prospectus and the Prospectus are proposed to be listed on BSE and NSE. [●] will be the Designated Stock Exchange with which the Basis of Allotment will be finalised. Applications will be made to BSE and NSE for obtaining their permission for the listing and trading of the Equity Shares.

Consents

Consents in writing of each of the Selling Shareholders, our Directors, our Company Secretary and Compliance Officer, Statutory Auditors, Rajeev Kumar Gupta, Chartered Engineer, legal counsel to the Company as to Indian law, legal counsel to the Book Running Lead Managers as to Indian law, Banker to our Company, international legal counsel to the Book Running Lead Managers, the Book Running Lead Managers, the Registrar to the Offer, and Technopak have been obtained; and consents in writing of the Syndicate Members, Public Offer Account Bank, Sponsor Bank, Escrow Collection Bank(s) and Refund Bank(s) to act in their respective capacities, will be obtained and filed along with a copy of the Red Herring Prospectus with the RoC as required under the Companies Act and such consents shall not be withdrawn up to the time of filing of the Red Herring Prospectus with the RoC.

Expert to the Offer

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

Our Company has received written consent dated December 24, 2021 from B S R & Associates LLP, to include their name as required under section 26(1) of the Companies Act, 2013 in this Draft Red Herring Prospectus as an "expert" as defined under the Companies Act, 2013, to the extent and in their capacity as our Statutory Auditors, and in respect of their examination report dated December 10, 2021 on our Restated Consolidated Financial Information, and such consent has not been withdrawn as on the date of this Draft Red Herring Prospectus.

Our Company has also received written consent dated December 20, 2021, from Rajeev Kumar Gupta, Chartered Engineer, to include their name as required under Section 26(5) of the Companies Act, 2013 read with SEBI ICDR Regulations, in this Draft Red Herring Prospectus as an "expert" as defined under Section 2(38) of the Companies Act, 2013.

However, the term 'expert' shall not be construed to mean an 'expert' as defined under the U.S. Securities Act.

Particulars regarding public or rights issues by our Company during the last five years and performance *vis-à-vis* objects

Our Company has not made any public or rights issues (as defined under the SEBI ICDR Regulations) during the five years preceding the date of this Draft Red Herring Prospectus.

Performance vis-à-vis objects – Last issue of subsidiaries and promoters

As on date of this Draft Red Herring Prospectus, our Company does not have a corporate promoter and our Subsidiary is not listed.

Underwriting Commission, Brokerage and Selling Commission paid on previous issues of the Equity Shares

Since this is the initial public issue of Equity Shares, no sum has been paid or is payable as commission or brokerage for subscribing to or procuring or agreeing to procure subscription for any of the Equity Shares in the five years preceding the date of this Draft Red Herring Prospectus.

Capital issue during the previous three years by our Company

Other than as disclosed in "*Capital Structure*" on page 80, our Company has not undertaken a capital issue in the last three years preceding the date of this Draft Red Herring Prospectus.

Capital issue during the previous three years by listed subsidiaries, group companies or associates of our Company

Our Company does not have any listed subsidiaries or associates, as on the date of this Draft Red Herring Prospectus.

Further, except for Havells India Limited, the equity shares of our Group Companies are not listed on any stock exchange. Havells India Limited has not made any capital issue in the last three years.

Price information of past issues handled by the Book Running Lead Managers

A. JM Financial Limited

1. Price information of past issues handled by JM Financial Limited (during the current Fiscal and two Fiscals preceding the current financial year):

Sr. No.	Issue name	Issue Size (₹ million)	Issue price (₹)	Listing Date	Opening price on Listing Date (in ₹)	+/- % 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.	Data Patterns (India) Limited	5,882.24	585.00	December 24, 2021	856.05	Not Applicable	Not Applicable	Not Applicable
2.	C.E. Info Systems Limited	10,396.06	1,033.00	December 21, 2021	1,565.00	Not Applicable	Not Applicable	Not Applicable
3.	Tega Industries Limited	6,192.27	453.00	December 13, 2021	760.00	Not Applicable	Not Applicable	Not Applicable
4.	Go Fashion (India) Limited	10,136.09	690.00	November 30, 2021	1,310.00	Not Applicable	Not Applicable	Not Applicable
5.	Sapphire Foods India Limited	20,732.53	1,180.00	November 18, 2021	1,350.00	3.69% [-4.39%]	Not Applicable	Not Applicable
6.	FSN – E-Commerce Ventures Limited[7]	53,497.24	1,125.00	November 10, 2021	2018.00	92.31% [-2.78%]	Not Applicable	Not Applicable
7.	Aditya Birla Sun Life AMC Limited	27,682.56	712.00	October 11, 2021	715.00	-11.36% [0.55%]	Not Applicable	Not Applicable
8.	Krsnaa Diagnostics Limited[8]	12,133.35	954.00	August 16, 2021	1,005.55	-9.42% [4.93%]	-27.73% [9.30%]	Not Applicable
9.	Rolex Rings Limited	7,310.00	900.00	August 09, 2021	1,250.00	22.28% [6.79%]	31.50% [10.20%]	Not Applicable
10.	Tatva Chintan Pharma Chem Limited	5,000.00	1,083.00	July 29, 2021	2,111.85	92.54% [5.87%]	136.37% [15.78%]	Not Applicable

Source: www.nseindia.com for price information and prospectus/basis of allotment for issue details

Notes:

1. *Opening price information as disclosed on the website of NSE.*
2. *Change in closing price over the issue/offer price as disclosed on NSE.*
3. *Change in closing price over the closing price as on the listing date for benchmark index viz. NIFTY 50.*
4. *In case of reporting dates falling on a trading holiday, values for the trading day immediately preceding the trading holiday have been considered.*
5. *30th calendar day has been taken as listing date plus 29 calendar days; 90th calendar day has been taken as listing date plus 89 calendar days; 180th calendar day has been taken a listing date plus 179 calendar days.*
6. *Restricted to last 10 issues.*
7. *A discount of Rs. 100 per Equity Share was offered to Eligible Employees bidding in the Employee Reservation Portion.*
8. *A discount of Rs. 93 per Equity Share was offered to Eligible Employees bidding in the Employee Reservation Portion.*
9. *Not Applicable – Period not completed*

2. Summary statement of price information of past issues handled by JM Financial Limited:

Financial Year	Total no. of IPO	Total funds raised (₹ millions)	Nos. of IPOs trading at discount on as on 30th calendar days from listing date			Nos. of IPOs trading at premium on as on 30th calendar days from listing date			Nos. of IPOs trading at discount as on 180th calendar days from listing date			Nos. of IPOs trading at premium as on 180th calendar days from listing date		
			Over	Between	Less than	Over	Between	Less than	Over	Between	Less than	Over	Between	Less than

	s		50%	25% - 50%	25%	50%	25%-50%	25%	50%	25%-50%	25%	50%	25%-50%	25%
2021-2022	15	2,72,014.06	-	-	2	3	3	3	-	-	-	2	-	1
2020-2021	8	62,102.09	-	-	3	2	1	2	-	-	-	5	2	1
2019-2020	4	36,400.83**	-	-	1	-	1	2	-	1	1	-	1	1

*** Spandana Sphoorty Financial Limited raised ₹ 11,898.49 million as against the issue size of ₹ 12,009.36 million.*

B. *BofA Securities India Limited*

1. Price information of past issues handled by BofA Securities India Limited (during the current Fiscal and two Fiscals preceding the current financial year):

Sr. No.	Offer Name	Offer Size (₹ in million)	Offer Price (₹)	Listing Date	Opening Price on Listing Date (₹)(2)	+/- % change in closing price, [+/- % change in closing benchmark] - 30th calendar days from listing (3) (4) (5)	+/- % change in closing price, [+/- % change in closing benchmark] - 90th calendar days from listing (3) (4) (6)	+/- % change in closing price, [+/- % change in closing benchmark] - 180th calendar days from listing (3) (4) (7)
1	Star Health And Allied Insurance Company Limited	64,004.39	900.00	10-Dec-2021	845.00	-	-	-
2	Sapphire Foods India Limited	20,732.53	1,180.00	18-Nov-2021	1,350.00	3.69% [-4.39%]	-	-
3	FSN E-Commerce Ventures Limited	53,497.24	1,125.00	10-Nov-2021	2,018.00	+92.31 [-2.78%]	-	-
4	Aditya Birla Sun Life AMC Limited	27,682.56	712.00	11-Oct-2021	715.00	-11.36% [+0.55%]	-	-
5	Glenmark Life Sciences Limited	15,136.00	720.00	6-Aug-2021	750.00	-6.40% [+6.68%]	-12.85%[+9.80%]	-
6	Zomato Limited	93,750.00	76.00	23-July-2021	116.00	+83.29% [+3.75%]	+81.45%[+15.20%]	-
7	UTI Asset Management Company Limited	21,598.80	554.00	12-Oct-2020	500.00	-10.43% [5.87%]	-0.60%[+20.25%]	5.81% [24.34%]
8	SBI Cards and Payment Services Limited	103,407.80	755.00	16-Mar-2020	661.00	-33.05% [-2.21%]	-21.79% [+8.43%]	12.50% [24.65%]

Source: www.nseindia.com; for price information and prospectus/ basis of allotment for issue details

Notes:

1. *Equity public issues in last 3 financial years considered.*
2. *Opening price information as disclosed on the website of NSE.*
3. *Benchmark index is CNX Nifty.*
4. *In case 30th day, 90th day or 180th day is not a trading day, closing price on NSE of previous trading day is considered.*
5. *30th listing day has been taken as listing date plus 29 calendar days.*
6. *90th listing day has been taken as listing date plus 89 calendar days.*
7. *180th listing day has been taken as listing date plus 179 calendar days.*

2. **Summary statement of price information of past issues handled by BofA Securities India Limited:**

Financial Year	Total no. of IPOs	Total amount of funds raised (₹ million)	No. of IPOs trading at discount - 30th calendar days from listing			No. of IPOs trading at premium - 30th calendar days from listing			No. of IPOs trading at discount - 180th calendar days from listing			No. of IPOs trading at premium - 180th calendar days from listing		
			Over 50%	Between 25-50%	Less than 25%	Over 50%	Between 25-50%	Less than 25%	Over 50%	Between 25-50%	Less than 25%	Over 50%	Between 25-50%	Less than 25%
2021-22	6	274,802.72	-	-	2	2	-	-	-	-	-	-	-	-
2020-21	1	21,598.80	-	-	1	-	-	-	-	-	-	-	-	1
2019-20	1	103,407.80	-	1	-	-	-	-	-	-	-	-	-	1

Notes:

1. *The information is as on the date of this Draft Red Herring Prospectus.*
2. *Based on the day of listing*

C. CLSA India Private Limited

1. **Price information of past issues handled by CLSA India Private Limited (during the current Fiscal and two Fiscals preceding the current financial year):**

S. No.	Issue name	Issue size (in ₹ million)	Issue Price (in ₹)	Listing date	Opening price on listing date (in ₹)	+/- % 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.	Star Health and Allied Insurance Company Limited	60,186.84	900.00	December 10, 2021	845.00	-	-	-
2.	Fino Payments Bank Limited	12,002.93	577.00	November 12, 2021	544.35	-30.56%, [-3.27%]	-	-
3.	Devyani International Limited	18,380.00	90.00	August 16, 2021	140.90	+32.83%, [+4.93%]	+78.39%, [+9.30%]	-
4.	Burger King India Limited	8,100.00	60.00	December 14, 2020	112.50	+146.50%, [+7.41%]	+135.08%, [+10.86%]	+168.25%, [+16.53%]

Source: www.nseindia.com

Notes:

1. *The CNX NIFTY is considered as the Benchmark Index.*
2. *Price on NSE is considered for all of the above calculations.*
3. *In case 30th/90th/180th day is not a trading day, closing price on NSE of the previous trading day has been considered.*
4. *Wherever, 30, 90 and 180 calendar days, from listing date has not elapsed for the issue in the Financial Year 2021-2022, data for same is not available.*
5. *In Star Health and Allied Insurance Company Limited, the issue price to Eligible Employees bidding in the Employee Reservation Portion was ₹ 820 per equity share*

2. **Summary statement of price information of past issues handled by CLSA India Private Limited:**

Financial Year	Total no. of IPOs	Total amount of funds raised (₹ in million)	No. of IPOs trading at discount as on 30th calendar day from listing date			No. of IPOs trading at premium as on 30th calendar day from listing date			No. of IPOs trading at discount as on 180th calendar day from listing date			No. of IPOs trading at premium as on 180th calendar day from listing date		
			Over 50%	Between 25%-50%	Less than 25%	Over 50%	Between 25%-50%	Less than 25%	Over 50%	Between 25%-50%	Less than 25%	Over 50%	Between 25%-50%	Less than 25%
2021-22	3	90,569.77	-	1	-	-	1	-	-	-	-	-	-	-
2020-21	1	8,100.00	-	-	-	1	-	-	-	-	-	1	-	-
2019-20	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Notes:

1. *For 2021-22, the information is as on the date of this Draft Red Herring Prospectus.*
2. *The Total number of IPOs and the Total amount of funds raised have been included for each financial year based on the IPO listed during such financial year*
3. *Wherever, 30 and 180 calendar days from listing date has not elapsed for any issue, data for same is not available*

D. *Kotak Mahindra Capital Company Limited*

1. Price information of past issues handled by Kotak Mahindra Capital Company Limited (during the current Fiscal and two Fiscals preceding the current financial year):

S. No.	Issue name	Issue size (₹ million)	Issue price (₹)	Listing date	Opening price on listing date (in ₹)	+/- % 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.	C.E. Info Systems Limited	10,396.06	1,033	December 21, 2021	1,565.00	-	-	-
2.	Rategain Travel Technologies Limited	13,357.43	425[1]	December 17, 2021	360.00	-	-	-
3.	Star Health And Allied Insurance Company Limited	64,004.39	900[2]	December 10, 2021	845.00	-	-	-
4.	PB Fintech Limited	57,097.15	980	November 15, 2021	1,150.00	+14.86%, [-4.33%]	-	-
5.	FSN E-commerce Ventures Limited	53,497.24	1,125[3]	November 10, 2021	2,018.00	+92.31%, [-2.78%]	-	-
6.	Aditya Birla Sun Life AMC Limited	27,682.56	712	October 11, 2021	715.00	-11.36%, [+0.55%]	-	-
7.	Vijaya Diagnostic Centre Limited	18,942.56	531[4]	September 14, 2021	540.00	+5.41%, [+4.50%]	+8.08% [+0.76%]	-
8.	Aptus Value Housing Finance India Limited	27,800.52	353	August 24, 2021	333.00	-2.82%, [+5.55%]	-0.82%, [+6.86%]	-
9.	Cartrade Tech Limited	29,985.13	1,618	August 20, 2021	1,599.80	-10.31%, [+6.90%]	-32.68%, [+8.80%]	-
10.	Devyani International Limited	18,380.00	90	August 16, 2021	140.90	+32.83%, [+4.93%]	+63.06%, [+7.91%]	-

Source: www.nseindia.com

Notes:

1. *In Rategain Travel Technologies Limited, the issue price to eligible employees was ₹ 385 after a discount of ₹ 40 per equity share*
2. *In Star Health And Allied Insurance Company Limited, the issue price to eligible employees was ₹ 820 after a discount of ₹ 80 per equity share*
3. *In FSN E-Commerce Ventures Limited, the issue price to eligible employees was ₹ 1,025 after a discount of ₹ 100 per equity share*
4. *In Vijaya Diagnostic Centre Limited, the issue price to eligible employees was ₹ 479 after a discount of ₹ 52 per equity share*
5. *In the event any day falls on a holiday, the price/index of the immediately preceding trading day has been considered.*
6. *The 30th, 90th, 180th calendar days from listed day have been taken as listing day plus 29, 89 and 179 calendar days.*
7. *Restricted to last 10 equity initial public issues.*

2. Summary statement of price information of past issues handled by Kotak Mahindra Capital Company Limited:

Financial Year	Total no. of IPOs	Total amount of funds raised (₹ million)	No. of IPOs trading at discount - 30th calendar days from listing			No. of IPOs trading at premium - 30th calendar days from listing			No. of IPOs trading at discount - 180th calendar days from listing			No. of IPOs trading at premium - 180th calendar days from listing		
			Over 50%	Between 25-50%	Less than 25%	Over 50%	Between 25-50%	Less than 25%	Over 50%	Between 25-50%	Less than 25%	Over 50%	Between 25-50%	Less than 25%
2021-22	17	556,556.04	-	-	4	4	4	2	-	-	-	2	-	-
2020-21	6	140,143.77	-	-	1	2	1	2	-	-	-	4	1	1
2019-20	4	136,362.82	-	1	-	-	1	2	-	-	1	-	1	2

Notes:

1. *The information is as on the date of this Draft Red Herring Prospectus.*
2. *The information for each of the financial years is based on issues listed during such financial year.*

Track record of past issues handled by the Book Running Lead Managers

For details regarding the track record of the Book Running Lead Managers, as specified in circular (reference CIR/MIRSD/1/2012) dated January 10, 2012 issued by SEBI, please see the website of the Book Running Lead Managers, as set forth in the table below:

S. No.	Name of the Book Running Lead Manager	Website
1.	JM Financial Limited	www.jmfl.com
2.	BofA Securities India Limited	www.ml-india.com
3.	CLSA India Private Limited	www.india.clsa.com
4.	Kotak Mahindra Capital Company Limited	www.investmentbank.kotak.com

Stock Market Data of Equity Shares

This being an initial public issue of the Equity Shares of our Company, the Equity Shares are not listed on any stock exchange and accordingly, no stock market data is available for the Equity Shares.

Mechanism for Redressal of Investor Grievances in the Offer

The agreement between the Registrar to the Offer, our Company and the Selling Shareholders provides for retention of records with the Registrar to the Offer for a period of at least eight years from the last date of dispatch of the letters of allotment and demat credit to enable the investors to approach the Registrar to the Offer for redressal of their grievances.

Bidders can 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, non-credit of Allotted Equity Shares in the respective beneficiary account, non-receipt of refund orders or non-receipt of funds by electronic mode, etc. For all Offer related queries and for redressal of complaints, Bidders may also write to the Book Running Lead Managers or the Registrar to the Offer, in the manner provided below.

All Offer related grievances, other than by Anchor Investors, may be addressed to the Registrar to the Offer, with a copy to the relevant Designated Intermediary, with whom the ASBA Form was submitted, quoting the full name of the sole or first Bidder, ASBA Form number, Bidders' DP ID, Client ID, UPI ID, PAN, address of the Bidder, number of Equity Shares applied for, date of ASBA Form, name and address of the relevant Designated Intermediary, where the Bid was submitted and ASBA Account number (for Bidders other than RIBs using the UPI Mechanism) in which the amount equivalent to the Bid Amount was blocked or the UPI ID in case of RIBs using the UPI Mechanism. Further, the Bidder shall enclose the Acknowledgement Slip or provide the acknowledgement number received from the Designated Intermediaries in addition to the documents/information mentioned hereinabove. The Registrar to the Offer shall obtain the required information from the SCSBs for addressing any clarifications or grievances of ASBA Bidders. For offer related grievances, investors may contact Book Running Lead Managers, details of which are given in "*General Information*" on page 71.

In case of any delay in unblocking of amounts in the ASBA Accounts exceeding four Working Days from the Bid / Offer Closing Date, the Bidder shall be compensated at a uniform rate of ₹ 100 per day for the entire duration of delay exceeding four Working Days from the Bid / Offer Closing Date by the intermediary responsible for causing such delay in unblocking. The BRLMs shall, in their sole discretion, identify and fix the liability on such intermediary or entity responsible for such delay in unblocking.

In terms of SEBI circular SEBI/HO/CFD/DIL2/CIR/P/2018/22 dated February 15, 2018, SEBI circular SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021, as amended pursuant to SEBI circular SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021 and subject to applicable law, any ASBA Bidder whose Bid has not been considered for Allotment, due to failure on the part of any SCSB, shall have the option to seek redressal of the same by the concerned SCSB within three months of the date of listing of the Equity Shares. SCSBs are required to resolve these complaints within 15 days, failing which the concerned SCSB would have to pay interest at the rate of 15% per annum for any delay beyond this period of 15 days. The following compensation mechanism shall be applicable for investor grievances in relation to Bids made through the UPI Mechanism for public issues opening on or after May 1, 2021, for which the relevant SCSBs shall be liable to compensate the investor:

Scenario	Compensation amount	Compensation period
Delayed unblock for cancelled / withdrawn / deleted applications	₹ 100 per day or 15% per annum of the Bid Amount, whichever is higher	From the date on which the request for cancellation / withdrawal / deletion is placed on the bidding platform of the Stock Exchanges till the date of actual unblock
Blocking of multiple amounts for the same Bid made through the UPI Mechanism	1. Instantly revoke the blocked funds other than the original application amount and 2. ₹ 100 per day or 15% per annum of the total cumulative blocked amount except the original Bid Amount, whichever is higher	From the date on which multiple amounts were blocked till the date of actual unblock
Blocking more amount than the Bid Amount	1. Instantly revoke the difference amount, i.e., the blocked amount less the Bid Amount and 2. ₹ 100 per day or 15% per annum of the difference amount, whichever is higher	From the date on which the funds to the excess of the Bid Amount were blocked till the date of actual unblock
Delayed unblock for non – Allotted / partially Allotted applications	₹ 100 per day or 15% per annum of the Bid Amount, whichever is higher	From the Working Day subsequent to the finalisation of the Basis of Allotment till the date of actual unblock

Further, in the event there are any delays in resolving the investor grievance beyond the date of receipt of the complaint from the investor, for each day delayed, the Book Running Lead Managers shall be liable to compensate the investor ₹ 100 per day or 15% per annum of the Bid Amount, whichever is higher. The compensation shall be payable for the period ranging from the day on which the investor grievance is received till the date of actual unblock.

Our Company, the BRLMs and the Registrar to the Offer accept no responsibility for errors, omissions, commission or any acts of SCSBs including any defaults in complying with its obligations under applicable SEBI ICDR Regulations. In terms of SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2018/22, dated February 15, 2018, any ASBA Bidder whose Bid has not been considered for Allotment, due to failure on the part of any SCSB, shall have the option to seek redressal of the same by the concerned SCSB within three months of the date of listing of the Equity Shares. SCSBs are required to resolve these complaints within 15 days, failing which the concerned SCSB would have to pay interest at the rate of 15% per annum for any delay beyond this period of 15 days.

All grievances of the Anchor Investors may be addressed to the Registrar to the Offer, giving full details such as the name of the sole or First Bidder, Bid cum Application Form number, Bidders' DP ID, Client ID, PAN, date of the Bid cum Application Form, address of the Bidder, number of the Equity Shares applied for, name and address of the Book Running Lead Managers, unique transaction reference number, the name of the relevant bank, Bid Amount paid on submission of the Bid cum Application Form and the name and address of the BRLM where the Bid cum Application Form was submitted by the Anchor Investor.

All grievances relating to Bids submitted with Registered Brokers, may be addressed to the Stock Exchanges, with a copy to the Registrar to the Offer. Further, Bidders shall also enclose a copy of the Acknowledgment Slip received from the Designated Intermediaries in addition to the information mentioned hereinabove.

Disposal of Investor Grievances by our Company

We have obtained authentication on the SCORES and are in compliance with the SEBI circular (CIR/OIAE/1/ 2014) dated December 18, 2014 in relation to redressal of investor grievances through SCORES.

Our Company has also constituted a Stakeholders' Relationship Committee, comprising Ankur Nand Thadani, Jai Kumar Garg and Nikhil Aggarwal, to review and redress the shareholders and investor grievances such as transfer of Equity Shares, non-recovery of balance payments, declared dividends, approve subdivision, consolidation, transfer and issue of duplicate shares. For details of our Stakeholders' Relationship Committee, please see "*Our Management*" beginning on page 206.

Our Company has also appointed Archana Maini, Company Secretary of our Company, as the Compliance Officer for the Offer. For details, "*General Information – Company Secretary and Compliance Officer*" beginning on page 72.

Our Company has not received any investor complaint during the three years preceding the date of this Draft Red Herring Prospectus.

Further, no investor complaint in relation to our Company is pending as on the date of filing of this Draft Red Herring Prospectus.

Our Company estimates that the average time required by our Company or the Registrar to the Offer or the relevant Designated Intermediary, for the redressal of routine investor grievances shall be ten 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.

Each of the Selling Shareholder, severally and not jointly, has authorised the Company Secretary and Compliance Officer of the Company, and the Registrar to the Offer to deal with, on its behalf any investor grievances received in the Offer in relation to its respective portion of the Offered Shares.

SECTION IX - OFFER INFORMATION

TERMS OF THE OFFER

The Equity Shares being offered and Allotted pursuant to this Offer are subject to the provisions of the Companies Act, the SCRA, SCRR, SEBI ICDR Regulations, the SEBI Listing Regulations, our Memorandum of Association and Articles of Association, the terms of this Draft Red Herring Prospectus, the Red Herring Prospectus, the Prospectus, the Abridged Prospectus, the Bid cum Application Form, the Revision Form, CAN, the Allotment Advice and other terms and conditions as may be incorporated in the Allotment Advice and other documents or certificates that may be executed in respect of this Offer. The Equity Shares shall also be subject to all applicable laws, guidelines, rules, notifications and regulations relating to the offer of capital and listing and trading of securities offered from time to time by SEBI, the GoI, the Stock Exchanges, the RoC, the RBI, and/or other authorities, as in force on the date of this Offer and to the extent applicable or such other conditions as may be prescribed by such governmental, regulatory or statutory authority while granting its approval for the Offer.

The Offer

The Offer comprises an Offer for Sale by the Selling Shareholders. The expenses for the Offer shall be shared amongst our Company and each of the Selling Shareholders in the manner specified in "*Objects of the Offer*", beginning on page 99.

Ranking of the Equity Shares

The Equity Shares being Allotted in the Offer shall be subject to the provisions of the Companies Act, our Memorandum and Articles of Association and shall rank *pari passu* in all respects with the existing Equity Shares including rights in respect of dividend and other corporate benefits if any, declared by our Company after the date of Allotment. For further details, see "*Main Provisions of the Articles of Association*" beginning on page 394.

Mode of Payment of Dividend

Our Company shall pay dividends, if declared, to shareholders of our Company as per the provisions of the Companies Act, 2013, our Memorandum and Articles of Association, the SEBI Listing Regulations and other applicable law. All dividends, if any, declared by our Company after the date of Allotment, will be payable to the Bidders who have been Allotted Equity Shares in the Offer, in accordance with applicable law. For further details in relation to dividends, see *"Dividend Policy"* and *"Main Provisions of the Articles of Association"* beginning on pages 233 and 394, respectively.

Face Value and Offer Price

The face value of the Equity Shares is ₹ 5. 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 Price Band and minimum Bid Lot for the Offer will be decided by our Company and TPG Growth III SF Pte. Ltd., in consultation with the BRLMs, and advertised in [●] editions of the English national daily newspaper [●], [●] editions of the Hindi national daily newspaper [●] (Hindi also being the regional language of Delhi, where our Registered and Corporate Office is located), each with wide circulation, respectively, 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 uploading on their websites. The Price Band, along with the relevant financial ratios calculated at the Floor Price and at the Cap Price, shall be pre-filled in the Bid cum Application Forms available at the websites of the Stock Exchanges. The Offer Price shall be determined by our Company and TPG Growth III SF Pte. Ltd. in consultation with the BRLMs, after the Bid/Offer Closing Date, on the basis of assessment of market demand for the Equity Shares offered by way of Book Building Process.

At any given point of time there shall be only one denomination for the Equity Shares.

Compliance with disclosure and accounting norms

Our Company shall comply with all applicable disclosure and accounting norms as specified by SEBI from time to time.

Rights of the Equity Shareholders

Subject to applicable laws, rules, regulations and guidelines and the provisions of our Articles, our Shareholders shall have the following rights:

- The right to receive dividend, if declared;
- The right to attend general meetings and exercise voting powers, unless prohibited by law;
- The right to vote on a poll either in person or by proxy or 'e-voting' in accordance with the provisions of the Companies Act;
- The right to receive offers for rights shares and be allotted bonus shares, if announced;
- The right to receive any surplus on liquidation subject to any statutory and other preferential claims being satisfied;
- The right to freely transfer their Equity Shares, subject to foreign exchange regulations and other applicable laws; and
- Such other rights, as may be available to a shareholder of a listed public company under applicable law, including the Companies Act, 2013, the terms of the SEBI Listing Regulations, and our Memorandum and Articles of Association.

For a detailed description of the main provisions of our Articles relating to voting rights, dividend, forfeiture and lien, transfer and transmission, and/ or consolidation/ splitting, see "*Main Provisions of the Articles of Association*" beginning on page 394.

Allotment of Equity Shares in dematerialised form

Pursuant to Section 29 of the Companies Act, 2013, the Equity Shares shall be Allotted only in dematerialised form. Hence, the Equity Shares offered through the Red Herring Prospectus can be applied for in the dematerialised form only. In this context, our Company has entered into the following agreements:

- Tripartite agreement dated December 1, 2021 amongst our Company, NSDL and Registrar to the Offer.
- Tripartite agreement dated December 2, 2021 amongst our Company, CDSL and Registrar to the Offer.

Market Lot and Trading Lot

Further, the trading of our Equity Shares on the Stock Exchanges shall only be in dematerialised form, consequent to which, the tradable lot is one Equity Share. Allotment of Equity Shares will be only in electronic form in multiples of [●] Equity Shares, subject to a minimum Allotment of [●] Equity Shares. For the method of Basis of Allotment, see "*Offer Procedure*" on page 375.

Joint Holders

Subject to provisions contained in our Articles, where two or more persons are registered as the holders of any Equity Share, they shall be deemed to hold such Equity Shares as joint holders with benefits of survivorship.

Jurisdiction

The courts of New Delhi, India will have exclusive jurisdiction in relation to this Offer.

Period of operation of subscription list

See "*Offer Structure – Bid/Offer Programme*" beginning on page 372.

Nomination facility to investors

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 the sole Bidder or in case of joint Bidders, the death of all the Bidders, as the case may be, the Equity Shares Allotted, if any, shall vest 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 death of the original holder(s), shall be entitled to the same advantages to which such person would be entitled if such person 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 the Equity Share(s) in the event of his or her death during the minority. A nomination shall stand rescinded upon a sale, transfer of Equity Share(s) by the person nominating. 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. A buyer will be entitled to make a fresh nomination in the manner prescribed. A fresh nomination can be made only on the prescribed form, which is available on request at our Registered and Corporate Office or with the registrar and transfer agents of our Company.

Any person who becomes a nominee by virtue of Section 72 of the Companies Act, 2013 as mentioned above, shall, upon the production of such evidence as may be required by our Board, elect either:

- to register himself or herself as the holder of the Equity Shares; or
- to make such transfer of the Equity Shares, as the deceased holder could have made.

Further, our Board may at any time give notice requiring any nominee to choose either to be registered himself or herself or to transfer the Equity Shares, and if the notice is not complied with within a period of 90 days, our Board may thereafter withhold payment of all dividend, bonuses or other monies payable in respect of the Equity Shares, until the requirements of the notice have been complied with.

Since the Allotment will be made only in dematerialised form, there shall be no requirement for a separate nomination with our Company. Nominations registered with the respective Depository Participant of the applicant will prevail. If Bidders wish to change their nomination, they are requested to inform their respective Depository Participant.

Minimum Subscription

As this is an Offer for Sale by the Selling Shareholders, the requirement of minimum subscription of 90% of the Offer under the SEBI ICDR Regulations is not applicable to this Offer. However, in the event our Company does not receive a subscription in the Offer as specified under Rule 19(2)(b) of the SCRR, including through devolvement of Underwriters, as applicable, within sixty (60) days from the date of Bid / Offer Closing Date, or if the subscription level falls below the thresholds mentioned above after the Bid / Offer Closing Date, on account of withdrawal of applications or after technical rejections or any other reason, or if the listing or trading permission is not obtained from the Stock Exchanges for the Equity Shares being offered under the Red Herring Prospectus, our Company shall forthwith refund the entire subscription amount received. If there is a delay beyond four days, our Company shall pay interest at the rate of 15% per annum.

Further, in accordance with Regulation 49(1) of the SEBI ICDR Regulations, our Company shall ensure that the number of prospective Allottees to whom the Equity Shares will be Allotted will be not less than 1,000 failing which the entire application money shall be unblocked in the respective ASBA Accounts of the Bidders. In case of delay, if any, in unblocking the ASBA Accounts within such timeline as prescribed under applicable laws, our Company shall be liable to pay interest on the application money in accordance with applicable laws.

Arrangements for disposal of odd lots

Since our Equity Shares will be traded in dematerialised form only and the market lot for our Equity Shares will be one Equity Share, no arrangements for disposal of odd lots are required.

New Financial Instruments

Our Company is not issuing any new financial instruments through this Offer.

Restriction on transfer and transmission of shares

Except for the lock-in of the pre-Offer Equity Shares, the Promoter's Contribution and Equity Shares allotted to Anchor Investors pursuant to the Offer, as detailed in "*Capital Structure*" beginning on page 80 and except as provided in our Articles, there are no restrictions on transfers and transmission of Equity Shares or on their consolidation or splitting. See, "*Main Provisions of the Articles of Association*" at page 394.

Option to receive Equity Shares in Dematerialized Form

Allotment of Equity Shares to successful Bidders will only be in the dematerialized form. Bidders will not have the option of Allotment of the Equity Shares in physical form. The Equity Shares on Allotment will be traded only in the dematerialized segment of the Stock Exchanges.

Withdrawal of the Offer

Our Company and TPG Growth III SF Pte. Ltd. in consultation with the BRLMs, reserves the right not to proceed with the entire or portion of the Offer for any reason at 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/Offer Closing Date or such other time as may be prescribed by SEBI, providing reasons for not proceeding with the Offer. Further, the Stock Exchanges shall be informed promptly in this regard by our Company and the BRLMs, through the Registrar to the Offer, shall notify the SCSBs and the Sponsor Bank 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 a fresh offer by our Company, a fresh draft red herring prospectus will be submitted again 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 within six Working Days or such other period as may be prescribed, and the final RoC approval of the Prospectus after it is filed with the RoC.

OFFER STRUCTURE

The Offer is being made through the Book Building Process. The Offer is of up to 51,000,000 Equity Shares for cash at a price of ₹ [●] per Equity Share (including a premium of ₹ [●] per Equity Share) aggregating up to ₹ [●] million comprising an Offer of Sale by the Selling Shareholders.

The Offer comprises a Net Offer of up to [●] Equity Shares and Employee Reservation Portion of up to [●] Equity Shares. The Employee Reservation Portion shall not exceed 5% of our post-Offer paid-up Equity Share capital. The Offer and the Net Offer shall constitute [●]% and [●]%, respectively of the post-Offer paid-up Equity Share capital of our Company.

Particulars	Eligible Employees #	QIBs (1)	Non-Institutional Bidders	Retail Individual Bidders
Number of Equity Shares available for Allotment/ allocation* (2)	Not more than [●] Equity Shares	Not more than [●] Equity Shares	Not less than [●] Equity Shares available for allocation or Offer less allocation to QIB Bidders and Retail Individual Bidders	Not less than [●] Equity Shares available for allocation or Offer less allocation to QIB Bidders and Non-Institutional Bidders
Percentage of Offer Size available for Allotment/ allocation	The Employee Reservation Portion shall constitute up to [●]% of the Offer Size	Not more than 50% of the Net Offer shall be allocated to QIB Bidders. However, 5% of the Net QIB Portion will be available for allocation proportionately to Mutual Funds only. Mutual Funds participating in the Mutual Fund Portion will also be eligible for allocation in the remaining balance Net QIB Portion. The unsubscribed portion in the Mutual Fund Portion will be added to the Net QIB Portion	Not less than 15% of the Net Offer, or the Offer less allocation to QIB Bidders and Retail Individual Bidders.	Not less than 35% of the Net Offer, or the Offer less allocation to QIB Bidders and Non-Institutional Bidders
Basis of Allotment/ allocation if respective category is oversubscribed*	Proportionate, unless the Employee Reservation Portion is undersubscribed, the value of allocation to an Eligible Employee shall not exceed ₹ 200,000 (net of Employee Discount). In the event of under-subscription in the Employee Reservation Portion, the unsubscribed portion may be Allotted, on a proportionate basis, to Eligible Employees for value exceeding ₹ 200,000 (net of Employee Discount), subject to total Allotment to an Eligible Employee not exceeding ₹ 500,000 (net of Employee Discount)	Proportionate as follows (excluding the Anchor Investor Portion): (a) Up to [●] Equity Shares shall be available for allocation on a proportionate basis to Mutual Funds only; and (b) [●] Equity Shares shall be Allotted on a proportionate basis to all QIBs, including Mutual Funds receiving allocation as per (a) above Up to [●] Equity Shares may be allocated on a discretionary basis to Anchor Investors of which one-third shall be available for allocation	Proportionate	The 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 allotted on a proportionate basis. For details, see "*Offer Procedure*" beginning on page 375

Particulars	Eligible Employees #	QIBs (1)	Non-Institutional Bidders	Retail Individual Bidders
		to Mutual Funds only, subject to valid Bid received from Mutual Funds at or above the Anchor Investor Allocation Price		
Minimum Bid	[●] Equity Shares and in multiples of [●] Equity Shares thereafter	Such number of Equity Shares in multiples of [●] Equity Shares, that the Bid Amount exceeds ₹200,000	Such number of Equity Shares that the Bid Amount exceeds ₹200,000 and in multiples of [●] Equity Shares thereafter	[●] Equity Shares in multiples of [●] Equity Shares thereafter
Maximum Bid	Such number of Equity Shares in multiples of [●] Equity Shares so that the Bid Amount does not exceed ₹ 500,000	Such number of Equity Shares in multiples of [●] Equity Shares not exceeding the size of the Net Offer, subject to applicable limits under applicable law	Such number of Equity Shares in multiples of [●] Equity Shares not exceeding the size of the Net Offer (excluding the QIB Portion), subject to limits prescribed under applicable law	Such number of Equity Shares in multiples of [●] Equity Shares so that the Bid Amount does not exceed ₹200,000
Bid Lot	[●] Equity Shares and in multiples of [●] Equity Shares thereafter			
Mode of allotment	Compulsorily in dematerialised form			
Allotment Lot	[●] Equity Shares and in multiples of one Equity Share thereafter			
Trading Lot	One Equity Share			
Who can apply(3)	Eligible Employees (such that the Bid Amount does not exceed ₹ 500,000)	Public financial institutions (as specified in Section 2(72) of the Companies Act), scheduled commercial banks, Mutual Funds, eligible FPIs, VCFs, AIFs, FVCIs registered with SEBI, multilateral and bilateral development financial institutions, state industrial development corporation, insurance companies registered with IRDAI, provident funds (subject to applicable law) with minimum corpus of ₹250 million, pension funds with minimum corpus of ₹250 million, National Investment Fund set up by the Government of India, the insurance funds set up and managed by army, navy or air force of the Union of India, insurance funds set up and managed by the Department of Posts, India and Systemically Important Non-Banking Financial Companies.	Resident Indian individuals, Eligible NRIs, HUFs (in the name of the karta), companies, corporate bodies, scientific institutions societies and trusts and any individuals, corporate bodies and family offices which are recategorised as category II FPIs and registered with SEBI	Resident Indian individuals, Eligible NRIs and HUFs (in the name of the karta)
Terms of Payment	**In case of Anchor Investors**: Full Bid Amount shall be payable by the Anchor Investors at the time of submission of their Bids(4) **In case of all other Bidders**: Full Bid Amount shall be blocked by the SCSBs in the bank account of the ASBA Bidder (other than Anchor Investors) or by the Sponsor Bank through the UPI Mechanism, that is specified in the ASBA Form at the time of submission of the ASBA Form.			

Particulars	Eligible Employees #	QIBs (1)	Non-Institutional Bidders	Retail Individual Bidders
Mode of Bidding	Only through the ASBA process (except for Anchor Investors).			

* *Assuming full subscription in the Offer*

\# *The Employee Reservation Portion shall not exceed 5% of the post-Offer Equity Share capital of our Company. 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 (net of Employee Discount). In the event of undersubscription in the Employee Reservation Portion, the unsubscribed portion will be available for allocation and Allotment, proportionately to all Eligible Employees who have Bid in excess of ₹ 200,000 (net of Employee Discount), subject to the maximum value of Allotment made to such Eligible Employee not exceeding ₹ 500,000 (net of Employee Discount). Further, an Eligible Employee Bidding in the Employee Reservation Portion can also Bid in the Net Offer and such Bids will not be treated as multiple Bids subject to applicable limits. The unsubscribed portion if any, in the Employee Reservation Portion shall be added back to the Net Offer. In case of under-subscription in the Net Offer, spill-over to the extent of such under-subscription shall be permitted from the Employee Reservation Portion.*

(1) *Our Company and TPG Growth III SF Pte. Ltd. may, in consultation with the BRLMs, allocate up to 60% of the QIB Portion to Anchor Investors on a discretionary basis in accordance with the SEBI ICDR Regulations. One-third of the Anchor Investor Portion shall be reserved for domestic Mutual Funds, subject to valid Bids being received from domestic Mutual Funds at or above the Anchor Investor Allocation Price. 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. For further details, see "Offer Procedure" beginning on page 375.*

(2) *Subject to valid Bids being received at or above the Offer Price. The Offer is being made in terms of Rule 19(2)(b) of the SCRR read with Regulation 45 of the SEBI ICDR Regulations. The Offer is being made through the Book Building Process in accordance with Regulation 6(1) of the SEBI ICDR Regulations, wherein not more than 50% of the Net Offer shall be available for allocation on a proportionate basis to Qualified Institutional Buyers. Such number of Equity Shares representing 5% of the Net QIB 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, 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 all QIBs. Further, not less than 15% of the Net Offer shall be available for allocation on a proportionate basis to Non-Institutional Bidders and not less than 35% 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.*

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 and TPG Growth III SF Pte. Ltd., in consultation with the BRLMs 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. For further details, please see "Terms of the Offer" beginning on page 366.

(3) *In the event that a Bid is submitted in joint names, the relevant Bidders 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. Our Company reserves the right to reject, in its absolute discretion, all or any multiple Bids in any or all categories.*

(4) *Anchor Investors shall pay the entire Bid Amount at the time of submission of the Anchor Investor Bid, provided that any positive difference between the Anchor Investor Allocation Price and the Offer Price, shall be payable by the Anchor Investor Pay-in Date as mentioned in the CAN. For details of terms of payment of applicable to Anchor Investors, see General Information Document available on the website of the Stock Exchanges and the BRLMs.*

Bids by FPIs with certain structures as described under "Offer Procedure - Bids by FPIs" on page 381 *and having same PAN may be collated and identified as a single Bid in the Bidding process. The Equity Shares Allocated and Allotted to such successful Bidders (with same PAN) may be proportionately distributed.*

Note: Bidders will be required to confirm and will be deemed to have represented to our Company, the Selling Shareholders, the Underwriters, their respective directors, officers, agents, affiliates and representatives that they are eligible under applicable law, rules, regulations, guidelines and approvals to acquire the Equity Shares.

Bid/Offer Programme

BID/ OFFER OPENS ON*	**[●]**
BID/ OFFER CLOSES ON**	**[●]**

**Our Company and TPG Growth III SF Pte. Ltd. may, in consultation with the Book Running Lead Managers, consider participation by Anchor Investors in accordance with the SEBI ICDR Regulations. The Anchor Investor Bidding Date shall be one Working Day prior to the Bid / Offer Opening Date.*

***Our Company and TPG Growth III SF Pte. Ltd. may, in consultation with the BRLMs, consider closing the Bid/Offer Period for QIBs one day prior to the Bid/Offer Closing Date in accordance with the SEBI ICDR Regulations.*

An indicative timetable in respect of the Offer is set out below:

Event	Indicative Date
Finalisation of Basis of Allotment with the Designated Stock Exchange	[●]
Initiation of refunds (if any, for Anchor Investors) / unblocking of funds from ASBA Account**	[●]
Credit of the Equity Shares to depository accounts of Allottees	[●]
Commencement of trading of the Equity Shares on the Stock Exchanges	[●]

**** *In case of any delay in unblocking of amounts in the ASBA Accounts (including amounts blocked through the UPI Mechanism) for cancelled / withdrawn / deleted ASBA Forms, the Bidder shall be compensated at a uniform rate of ₹ 100 per day or 15% per annum of the Bid Amount, whichever is higher from the date on which the request for cancellation/ withdrawal/ deletion is placed in the Stock Exchanges bidding platform until the date on which the amounts are unblocked; (ii) any blocking of multiple amounts for the same ASBA Form (for amounts blocked through the UPI Mechanism), the Bidder shall be compensated at a uniform rate ₹ 100 per day or 15% per annum of the total cumulative blocked amount except the original application amount, whichever is higher from the date on which such multiple amounts were blocked till the date of actual unblock; (iii) any blocking of amounts more than the Bid Amount, the Bidder shall be compensated at a uniform rate of ₹ 100 per day or 15% per annum of the difference in amount, whichever is higher from the date on which such excess amounts were blocked till the date of actual unblock; (iv) any delay in unblocking of non-allotted/ partially allotted Bids, exceeding four Working Days from the Bid/Offer Closing Date, the Bidder shall be compensated at a uniform rate of ₹ 100 per day or 15% per annum of the Bid Amount, whichever is higher for the entire duration of delay exceeding four Working Days from the Bid/Offer Closing Date by the SCSB responsible for causing such delay in unblocking. The BRLMs shall, in their sole discretion, identify and fix the liability on such intermediary or entity responsible for such delay in unblocking. The post Offer BRLMs shall be liable for compensating the Bidder at a uniform rate of ₹ 100 per day or 15% per annum of the Bid Amount, whichever is higher from the date of receipt of the investor grievance until the date on which the blocked amounts are unblocked. The Bidder shall be compensated in the manner specified in the SEBI circular no. SEBI/HO/CFD/DIL1/CIR/P/2021/47 dated March 31, 2021 and SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021, as amended pursuant to SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021, which for the avoidance of doubt, shall be deemed to be incorporated in the deemed agreement of the Company with the SCSBs, to the extent applicable.*

The above timetable is indicative and does not constitute any obligation on our Company, the Selling Shareholders or the BRLMs. 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 period as may be prescribed, the timetable may change due to various factors, such as extension of the Bid/Offer Period by our Company and the Selling Shareholders, 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. Each Selling Shareholder confirms that it shall extend reasonable co-operation required by our Company and the BRLMs for the completion of the necessary formalities for listing and commencement of trading of the Equity Shares at the Stock Exchanges within six Working Days from the Bid/Offer Closing Date, or within such other period as may be prescribed.

In terms of the UPI Circulars, in relation to the Offer, the Book Running Lead Managers will be required to submit reports of compliance with timelines and activities prescribed by SEBI in connection with the allotment and listing procedure within six Working Days from the Bid/Offer Closing Date, identifying non-adherence to timelines and processes and an analysis of entities responsible for the delay and the reasons associated with it.

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 ("**IST**")) during the Bid/Offer Period (except on the Bid/Offer Closing Date) at the Bidding Centres as mentioned on the Bid cum Application Form **except that:**

(i) on the QIB Bid/Offer 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. (IST);

(ii) on the Bid/Offer Closing Date:

   (a) in case of Bids by Non-Institutional Bidders, the Bids and the revisions in Bids shall be accepted only between 10.00 a.m. and 3.00 p.m. (IST) and uploaded until 4.00 p.m. (IST); and

   (b) in case of Bids by Retail Individual Bidders and Eligible Employees bidding in 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. (IST) and uploaded until 5.00 p.m. (IST), 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 the BRLMs to the Stock Exchanges.

The Registrar to the Offer shall submit the details of cancelled/withdrawn/deleted applications to the SCSBs on daily basis from the Bid/ Offer Opening Date till the Bid/Offer Closing Date by obtaining the same from the Stock Exchanges. The SCSBs shall unblock such applications by the closing hours of the Working Day and submit the confirmation to the BRLMs and the RTA on a daily basis.

For the avoidance of doubt, it is clarified that Bids not uploaded on the electronic bidding system or in respect of which full Bid Amount is not blocked by SCSBs or not blocked under the UPI Mechanism in the relevant ASBA Account, as the case may be, will be rejected.

Due to limitation of the time available for uploading the Bids on the Bid/Offer Closing Date, the Bidders are advised to submit their Bids one day prior to the Bid/Offer Closing Date and, in any case, no later than 1.00 p.m. (Indian Standard Time) on the Bid/ Offer Closing Date. Bidders are cautioned that, in the event a large number of Bids are received on the Bid/ Offer 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 on the electronic bidding system will not be considered for allocation under this Offer. Bids and any revision in Bids will only be accepted on Working Days. Investors may please note that as per letter no. List/SMD/SM/2006 dated July 3, 2006 and letter no. NSE/IPO/25101- 6 dated July 6, 2006 issued by BSE and NSE respectively, Bids and any revision in Bids shall not be accepted on Saturdays and public holidays as declared by the Stock Exchanges. Bids by ASBA Bidders shall be uploaded by the relevant Designated Intermediary in the electronic system to be provided by the Stock Exchanges. Neither our Company, nor the Selling Shareholders, nor any member of the Syndicate is liable for any failure in uploading or downloading the Bids due to faults in any software / hardware system or otherwise.

Our Company and TPG Growth III SF Pte. Ltd., in consultation with the BRLMs, reserve the right to revise the Price Band during the Bid/ Offer Period in accordance with the SEBI ICDR Regulations. In such an event, the Cap Price shall not be more than 120% of the Floor Price. 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 five Working Days before the Bid/ Offer Opening Date.

In case of any revision in the Price Band, the Bid/ Offer Period shall be extended for at least three additional Working Days after such revision of the Price Band, subject to the total Bid/ Offer Period not exceeding 10 Working Days. In cases of force majeure, banking strike or similar circumstances, the Company and TPG Growth III SF Pte. Ltd., may, in consultation with the BRLMs, for reasons to be recorded in writing, extend the Bid/Offer Period for a minimum of three Working Days, subject to the Bid/Offer Period not exceeding 10 Working Days. Any revision in the Price Band, and the revised Bid/ Offer Period, if applicable, shall be widely disseminated by notification to the Stock Exchanges by issuing a press release and also by indicating the change on the websites of the BRLMs and at the terminals of the members of the Syndicate and by intimation to the Designated Intermediaries. In case of revision of Price Band, the Bid Lot shall remain the same.

In case of 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.

OFFER PROCEDURE

*All Bidders should read the General Information Document for Investing in Public Offers prepared and issued in accordance with the circular no. SEBI/HO/CFD/DIL1/CIR/P/2020/37 dated March 17, 2020 and the UPI Circulars (the "**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 SCRA, the SCRR and the SEBI ICDR Regulations. The General Information Document is available on the websites of the Stock Exchanges and the BRLMs. Please refer to the relevant provisions of the General Information Document which are applicable to the Offer.*

*Bidders may refer to the General Information Document for information in relation to (i) category of investors eligible to participate in the Offer; (ii) maximum and minimum Bid size; (iii) price discovery and allocation; (iv) payment instructions for ASBA Bidders; (v) issuance of Confirmation of Allocation Note ("**CAN**") and Allotment in the Offer; (vi) general instructions (limited to instructions for completing the Bid cum Application Form); (vii) designated date; (viii) disposal of applications and electronic registration of bids; (ix) submission of Bid cum Application Form; (x) other instructions (limited to joint bids in cases of individual, multiple bids and instances when an application would be rejected on technical grounds); (xi) applicable provisions of Companies Act relating to punishment for fictitious applications; (xii) mode of making refunds; and (xiii) interest in case of delay in Allotment or refund.*

*SEBI through the UPI Circulars has proposed to introduce an alternate payment mechanism using Unified Payments Interface ("**UPI**") and consequent reduction in timelines for listing in a phased manner. UPI has been introduced in a phased manner as a payment mechanism in addition to ASBA for applications by Retail Individual Bidders through intermediaries from January 1, 2019. The UPI Mechanism for Retail Individual Bidders applying through Designated Intermediaries, in phase I, was effective along with the prior process and existing timeline of T+6 days ("**UPI Phase I**"), until June 30, 2019. Subsequently, for applications by Retail Individual Bidders through Designated Intermediaries, the process of physical movement of forms from Designated Intermediaries to SCSBs for blocking of funds has been discontinued and RIBs submitting their ASBA Forms through Designated Intermediaries (other than SCSBs) can only use UPI Mechanism with existing timeline of T+6 days until further notice pursuant to SEBI circular (SEBI/HO/CFD/DIL2/CIR/P/2020/50) dated March 30, 2020("**UPI Phase II**"). The final reduced timeline will be made effective using the UPI Mechanism for applications by Retail Individual Bidders ("**UPI Phase III**"), as may be prescribed by SEBI. The Offer will be made under UPI Phase II of the UPI Circular, subject to any circulars, clarification or notification issued by the SEBI from time to time. Further, SEBI vide its circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021 has introduced certain additional measures for streamlining the process of initial public offers and redressing investor grievances. This circular shall come into force for initial public offers opening on or after May 1, 2021 except as amended pursuant to SEBI circular dated June 2, 2021, and the provisions of this circular, as amended, are deemed to form part of this Draft Red Herring Prospectus.*

In terms of Regulation 23(5) and Regulation 52 of SEBI ICDR Regulations, the timelines and processes mentioned in SEBI Circular. No. SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019 shall continue to form part of the agreements being signed between the intermediaries involved in the public issuance process and lead managers shall continue to coordinate with intermediaries involved in the said process.

Further, our Company, the Selling Shareholders and the Syndicate do not accept any responsibility for the completeness and accuracy of the information stated in this section and are not liable for any amendment, modification or change in the applicable law which may occur after the date of this Draft Red Herring Prospectus. Bidders are advised to make their independent investigations and ensure that their Bids are submitted in accordance with applicable laws and do not exceed the investment limits or maximum number of Equity Shares that can be held by them under applicable law or as specified in the Red Herring Prospectus and the Prospectus.

Our Company and the Syndicate are not liable for any adverse occurrences consequent to the implementation of the UPI Mechanism for application in this Offer.

Book Building Procedure

The Offer is being made in terms of Rule 19(2)(b) of the SCRR through the Book Building Process in accordance with Regulation 6(1) of the SEBI ICDR Regulations wherein not more than 50% of the Net Offer shall be available for allocation to QIBs on a proportionate basis, provided that our Company and TPG Growth III SF Pte. Ltd. in consultation with the BRLMs may allocate up to 60% of the QIB Portion to Anchor Investors on a discretionary basis in accordance with the SEBI ICDR Regulations, of which one-third shall be reserved for domestic Mutual Funds, subject to valid Bids being received from them at or above the Anchor Investor Allocation Price. Further, 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. 5% of the Net QIB Portion shall be available for allocation on a proportionate basis to Mutual Funds only, and the remainder of the Net QIB Portion shall be available for allocation on a proportionate basis to all QIB Bidders, including Mutual Funds, subject to valid Bids being received at or above the Offer Price. Further, not less than 15% of the Net Offer shall be available for allocation on a proportionate basis to Non-Institutional Bidders and not less than 35% 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.

Furthermore, up to [●] Equity Shares, aggregating up to ₹ [●] million shall be made available for allocation on a proportionate basis only to Eligible Employees Bidding in the Employee Reservation Portion, subject to valid Bids being received at or above the Offer Price, if any.

Under-subscription, if any, in any category, including the Employee Reservation Portion, except in the QIB Portion, would be allowed to be met with spill over from any other category or a combination of categories of Bidders, as applicable, at the discretion of our Company and TPG Growth III SF Pte. Ltd., in consultation with the BRLMs and the Designated Stock Exchange subject to receipt of valid Bids received at or above the Offer Price. Under-subscription, if any, in the QIB Portion, would not be allowed to be met with spill-over from any other category or a combination of categories. Further, in the event of an under-subscription in the Employee Reservation Portion, 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 (net of Employee Discount) subject to the total Allotment to an Eligible Employee not exceeding ₹500,000 (net of Employee Discount). The unsubscribed portion, if any, in the Employee Reservation Portion shall be added to the Net Offer.

Under-subscription, if any, in any other category except in the QIB Portion, would be allowed to be met with spill over from any other category or combination of categories, at the discretion of our Company and TPG Growth III SF Pte. Ltd. in consultation with the BRLMs and the Designated Stock Exchange subject to applicable laws.

The Equity Shares, on Allotment, shall be traded only in the dematerialized segment of the Stock Exchanges.

Bidders should note that the Equity Shares will be Allotted to all successful Bidders only in dematerialized form. The Bid cum Application Forms which do not have the details of the Bidders' depository account, including the DP ID and the Client ID and the PAN and UPI ID (for Retail Individual Bidders Bidding through the UPI Mechanism), shall be treated as incomplete and will be rejected. Bidders will not have the option of being Allotted Equity Shares in physical form.

Phased implementation of UPI for Bids by RIBs as per the UPI Circulars

SEBI has issued UPI Circulars in relation to streamlining the process of public issue of equity shares and convertibles by introducing an alternate payment mechanism using UPI. Pursuant to the UPI Circulars, UPI has been introduced in a phased manner as a payment mechanism (in addition to mechanism of blocking funds in the account maintained with SCSBs under the ASBA) for applications by RIBs through intermediaries with the objective to reduce the time duration from public issue closure to listing from six Working Days to up to three Working Days. Considering the time required for making necessary changes to the systems and to ensure complete and smooth transition to the UPI payment mechanism, the UPI Circulars have introduced and implemented the UPI payment mechanism in three phases in the following manner:

(a) **Phase I:** This phase was applicable from January 1, 2019 until March 31, 2019 or floating of five main board public issues, whichever was later. Subsequently, the timeline for implementation of Phase I was extended until June 30, 2019. Under this phase, an RIB also had the option to submit the ASBA Form with any of the intermediary and use his / her UPI ID for the purpose of blocking of funds. The time duration from public issue closure to listing would continue to be six Working Days.

(b) **Phase II:** This phase has become applicable from July 1, 2019 and was to initially continue for a period of three months or floating of five main board public issues, whichever is later. SEBI vide its circular no. SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019 has decided to extend the timeline for implementation of UPI Phase II until March 31, 2020. Under this phase, submission of the physical ASBA Form by an RIB through Designated Intermediaries (other than SCSBs) to SCSBs for blocking of funds has been discontinued and is replaced by the UPI payment mechanism. However, the time duration from public issue closure to listing continues to be six Working Days during this phase. Subsequently, SEBI vide its circular no. SEBI/HO/CFD/DIL2/CIR/P/2020/50 dated March 30, 2020 extended the timeline for implementation of UPI Phase II till further notice.

(c) **Phase III:** The commencement period of Phase III is yet to be notified. In this phase, the time duration from public issue closure to listing would be reduced to be three Working Days.

Pursuant to the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021 issued by SEBI, as amended by the SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021 (the "**UPI Streamlining Circular**"), SEBI has set out specific requirements for redressal of investor grievances for applications that have been made through the UPI Mechanism. The requirements of the UPI Streaming Circular include, appointment of a nodal officer by the SCSB and submission of their details to SEBI, the requirement for SCSBs to send SMS alerts for the blocking and unblocking of UPI mandates, the requirement for the Registrar to submit details of cancelled, withdrawn or deleted applications, and the requirement for the bank accounts of unsuccessful Bidders to be unblocked no later than one day from the date on which the Basis of Allotment is finalised. Failure to unblock the accounts within the timeline would result in the SCSBs being penalised under the relevant securities law. Additionally, if there is any delay in the redressal of investors' complaints, the relevant SCSB as well as the post–Offer BRLM will be required to compensate the concerned investor.

The processing fees for applications made by Retail Individual Bidders using the UPI Mechanism may be released to the remitter banks (SCSBs) only after such banks provide a written confirmation on compliance with SEBI Circular No: SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021 read with SEBI Circular No: SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021.

All SCSBs offering facility of making application in public issues shall also provide facility to make application using UPI.

Our Company will be required to appoint one of the SCSBs as a sponsor bank to act as a conduit between the Stock Exchanges and NPCI in order to facilitate collection of requests and / or payment instructions of the Retail Individual Bidders using the UPI.

For further details, refer to the General Information Document available on the websites of the Stock Exchanges and the BRLMs.

Bid cum Application Form

Copies of the Bid cum Application Form (other than for Anchor Investors) and the abridged prospectus will be available with the Designated Intermediaries at relevant Bidding Centers and at our Registered and Corporate Office and at our Corporate Office. An electronic copy of the ASBA Form will also be available for download on the websites of NSE (www.nseindia.com) and BSE (www.bseindia.com) at least one day prior to the Bid/Offer Opening Date.

For Anchor Investors, the Bid cum Application Forms will be available at the offices of the BRLMs.

All Bidders (other than Anchor Investors) must compulsorily use the ASBA process to participate in the Offer. Anchor Investors are not permitted to participate in this Offer through the ASBA process.

Bidders (other than Anchor Investors and Retail Individual Bidders Bidding using the UPI Mechanism) must provide bank account details and authorisation by the ASBA account holder to block funds in their respective ASBA Accounts in the relevant space provided in the Bid cum Application Form and the Bid cum Application Form that does not contain such details are liable to be rejected.

Retail Individual Bidders submitting their Bid cum Application Form to any Designated Intermediary (other than SCSBs) shall be required to Bid using the UPI Mechanism and must provide the UPI ID in the relevant space provided in the Bid cum Application Form. Bids submitted by Retail Individual Bidders with any Designated Intermediary (other than SCSBs) without mentioning the UPI ID are liable to be rejected. Retail Individual Bidders Bidding using the UPI Mechanism may also apply through the SCSBs and mobile applications using the UPI handles as provided on the website of SEBI.

Further, ASBA Bidders shall ensure that the Bids are submitted at the Bidding Centres only on ASBA Forms bearing the stamp of a Designated Intermediary (except in case of electronic ASBA Forms) and ASBA Forms not bearing such specified stamp maybe liable for rejection. Bidders, using the ASBA process to participate in the Offer, must ensure that the ASBA Account has sufficient credit balance such that an amount equivalent to the full Bid Amount can be blocked therein. In order to ensure timely information to investors SCSBs are required to send SMS alerts to investors intimating them about the Bid Amounts blocked/unblocked.

Since the Offer is made under Phase II, ASBA Bidders may submit the ASBA Form in the manner below:

(i) RIBs (other than the RIBs using UPI Mechanism) may submit their ASBA Forms with SCSBs (physically or online, as applicable), or online using the facility of linked online trading, demat and bank account (3 in 1 type accounts), provided by certain brokers.

(ii) RIBs using the UPI Mechanism, may submit their ASBA Forms with the Syndicate, sub-syndicate members, Registered Brokers, RTAs or CDPs, or online using the facility of linked online trading, demat and bank account (3 in 1 type accounts), provided by certain brokers.

(iii) QIBs and NIBs may submit their ASBA Forms with SCSBs, Syndicate, sub-syndicate members, Registered Brokers, RTAs or CDPs.

ASBA Bidders are also required to ensure that the ASBA Account has sufficient credit balance as an amount equivalent to the full Bid Amount which can be blocked by the SCSB or the Sponsor Bank, as applicable, at the time of submitting the Bid. In order to ensure timely information to investors, SCSBs are required to send SMS alerts to investors intimating them about Bid Amounts blocked/ unblocked.

The prescribed colour of the Bid cum Application Forms for various categories is as follows:

Category	**Colour of Bid cum Application Form***
Resident Indians including resident QIBs, Non-Institutional Bidders, Retail Individual Bidders and Eligible NRIs applying on a non-repatriation basis	[●]
Non-Residents including FPIs, Eligible NRIs applying on a repatriation basis, FVCIs and registered bilateral and multilateral institutions	[●]
Anchor Investors	[●]
Eligible Employees Bidding in the Employee Reservation Portion	[●]

** Excluding electronic Bid cum Application Forms*

Notes:

(1) Electronic Bid cum Application forms will also be available for download on the website of NSE (www.nseindia.com) and BSE (www.bseindia.com).

(2) Bid cum Application Forms for Anchor Investors will be made available at the offices of the BRLMs.

In case of ASBA Forms, the relevant Designated Intermediaries shall upload the relevant Bid details in the electronic bidding system of the Stock Exchanges. Designated Intermediaries (other than SCSBs) shall submit/deliver the ASBA Forms (except Bid cum Application Forms submitted by Retail Individual Bidders Bidding using the UPI Mechanism) 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(s). For Retail Individual Bidders using the UPI Mechanism, the Stock Exchanges shall share the Bid details (including UPI ID) with the Sponsor Bank on a continuous basis through API integration to enable the Sponsor Bank to initiate a UPI Mandate Request to such Retail Individual Bidders for blocking of funds. The Sponsor Bank shall initiate request for blocking of funds through NPCI to RIBs, who shall accept the UPI Mandate Request for blocking of funds on their respective mobile applications associated with UPI ID linked bank account. The NPCI shall maintain an audit trail for every Bid entered in the Stock Exchanges bidding platform, and the liability to compensate RIBs (Bidding through UPI Mechanism) in case of failed transactions shall be with the concerned entity (i.e., the Sponsor Bank, NPCI or the issuer bank) at whose end the lifecycle of the transaction has come to a halt. The NPCI shall share the audit trail of all disputed transactions/ investor complaints to the Sponsor Bank and the issuer bank. The Sponsor Bank and the Bankers to the Offer shall provide the audit trail to the BRLMs for analysing the same and fixing liability. For ensuring timely information to investors, SCSBs shall send SMS alerts as specified in SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021, as amended pursuant to SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021.

For all pending UPI Mandate Requests, the Sponsor Bank shall initiate requests for blocking of funds in the ASBA Accounts of relevant Bidders with a confirmation cut-off time of 12:00 pm on the first Working Day after the Bid/Issue Closing Date ("**Cut-Off Time**"). Accordingly, RIBs Bidding using through the UPI Mechanism should accept UPI Mandate Requests for blocking off funds prior to the Cut-Off Time and all pending UPI Mandate Requests at the Cut-Off Time shall lapse.

The Sponsor Bank will undertake a reconciliation of Bid responses received from Stock Exchanges and sent to NPCI and will also ensure that all the responses received from NPCI are sent to the Stock Exchanges platform with detailed error code and description, if any. Further, the Sponsor Bank will undertake reconciliation of all Bid requests and responses throughout their lifecycle on daily basis and share reports with the BRLMs in the format and within the timelines as specified under the UPI Circulars. Sponsor Bank and issuer banks shall download UPI settlement files and raw data files from the NPCI portal after every settlement cycle and do a three way reconciliation with Banks UPI switch data, CBS data and UPI raw data. NPCI is to coordinate with issuer banks and Sponsor Banks on a continuous basis.

The Sponsor Bank shall host a web portal for intermediaries (closed user group) from the date of Bid/Offer Opening Date till the date of listing of the Equity Shares with details of statistics of mandate blocks/unblocks, performance of apps and UPI handles, down-time/network latency (if any) across intermediaries and any such processes having an impact/bearing on the Offer Bidding process.

Electronic registration of Bids

a) The Designated Intermediary may register the Bids using the on-line facilities of the Stock Exchanges. The Designated Intermediaries can also set up facilities for off-line electronic registration of Bids, subject to the condition that they may subsequently upload the off-line data file into the on-line facilities for Book Building on a regular basis before the closure of the Offer.

b) On the Bid/Offer Closing Date, the Designated Intermediaries may upload the Bids till such time as may be permitted by the Stock Exchanges and as disclosed in the Red Herring Prospectus.

c) Only Bids that are uploaded on the Stock Exchanges Platform are considered for allocation/Allotment. The Designated Intermediaries are given till 1:00 pm on the next Working Day following the Bid/Offer Closing Date to modify select fields uploaded in the Stock Exchange Platform during the Bid/Offer Period after which the Stock Exchange(s) send the bid information to the Registrar to the Offer for further processing.

Participation by Promoter, Promoter Group, the BRLMs, associates and affiliates of the BRLMs and the Syndicate Members and the persons related to Promoter, Promoter Group, BRLMs and the Syndicate Members and Bids by Anchor Investors

The BRLMs and the Syndicate Members shall not be allowed to purchase the Equity Shares in any manner, except towards fulfilling their underwriting obligations. However, the respective associates and affiliates of the BRLMs and the Syndicate Members may purchase Equity Shares in the Offer, either in the QIB Portion or in the Non-Institutional Category as may be applicable to such Bidders, where the allocation is on a proportionate basis and such subscription may be on their own account or on behalf of their clients. All categories of investors, including respective associates or affiliates of the BRLMs and Syndicate Members, shall be treated equally for the purpose of allocation to be made on a proportionate basis.

Except for Mutual Funds, AIFs or FPIs other than individuals, corporate bodies and family offices sponsored by entities which are associates of the BRLMs or insurance companies promoted by entities which are associates of the BRLMs, no BRLMs or its respective associates can apply in the Offer under the Anchor Investor Portion.

Further, an Anchor Investor shall be deemed to be an “associate of the Lead Manager” if: (i) either of them controls, directly or indirectly through its subsidiary or holding company, not less than 15% of the voting rights in the other; or (ii) either of them, directly or indirectly, by itself or in combination with other persons, exercises control over the other; or (iii) there is a common director, excluding nominee director, amongst the Anchor Investors and the BRLMs.

Further, the Promoter and members of the Promoter Group shall not participate by applying for Equity Shares in the Offer, except in accordance with the applicable law. Furthermore, persons related to the Promoter and the Promoter Group shall not apply in the Offer under the Anchor Investor Portion. It is clarified that a qualified institutional buyer who has rights under a shareholders’ agreement or voting agreement entered into with any of the Promoter or members of the Promoter Group of our Company, veto rights or a right to appoint any nominee director on our Board, shall be deemed to be a person related to the Promoter or Promoter Group of our Company.

Bids by Mutual Funds

With respect to Bids by Mutual Funds, a certified copy of their SEBI registration certificate must be lodged with the Bid cum Application Form. Failing this, the Company and TPG Growth III SF Pte. Ltd. in consultation with BRLMs reserve the right to reject any Bid without assigning any reason thereof. Bids made by asset management companies or custodians of Mutual Funds shall specifically state names of the concerned schemes for which such Bids are made.

In case of a Mutual Fund, a separate Bid may be made in respect of each scheme of a Mutual Fund registered with the SEBI and such Bids in respect of more than one scheme of a Mutual Fund will not be treated as multiple Bids, provided that such Bids clearly indicate the scheme for which the Bid is submitted.

No Mutual Fund scheme shall invest more than 10% of its net asset value in equity shares or equity related instruments of any single company provided that the limit of 10% shall not be applicable for investments in case of index funds or sector or industry specific scheme. No Mutual Fund under all its schemes should own more than 10% of any company's paid-up share capital carrying voting rights.

Bids by Eligible NRIs

Eligible NRIs may obtain copies of Bid cum Application Form from the offices of the Designated Intermediaries. Only Bids accompanied by payment in Indian Rupees or freely convertible foreign exchange will be considered for Allotment. Eligible NRIs Bidding on a repatriation basis should authorise their SCSBs or confirm or accept the UPI Mandate Request (in case of Retail Individual Bidders Bidding through the UPI Mechanism) to block their Non-Resident External Accounts ("**NRE Account**"), or Foreign Currency Non-Resident Accounts ("**FCNR Account**"), and Eligible NRIs bidding on a non-repatriation basis should authorise their SCSBs or confirm or accept the UPI Mandate Request (in case of Retail Individual Bidders Bidding through the UPI Mechanism) to block their Non-Resident Ordinary ("**NRO**") accounts for the full Bid amount, at the time of submission of the Bid cum Application Form. Participation of Eligible NRIs in the Offer shall be subject to the FEMA regulations. NRIs applying in the Offer through the UPI Mechanism are advised to enquire with the relevant bank, whether their account is UPI linked, prior to submitting a Bid cum Application Form.

In accordance with the FEMA Rules, the total holding by any individual NRI, on a repatriation basis, shall not exceed 5% of the total paid-up equity capital on a fully diluted basis or shall not exceed 5% of the paid-up value of each series of debentures or preference shares or share warrants issued by an Indian company and the total holdings of all NRIs and OCIs put together shall not exceed 10% of the total paid-up equity capital on a fully diluted basis or shall not exceed 10% of the paid-up value of each series of debentures or preference shares or share warrant. Provided that the aggregate ceiling of 10% may be raised to 24% if a special resolution to that effect is passed by the general body of the Indian company. Pursuant to the special resolution dated December 10, 2021 by the Shareholders, the aggregate ceiling of 10% was raised to 24%.

Eligible NRIs will be permitted to apply in the Offer through Channel I or Channel II (as specified in the SEBI UPI Circulars). Further, subject to applicable law, Eligible NRIs may use Channel IV (as specified in the SEBI UPI Circulars) to apply in the Offer, provided the UPI facility is enabled for their NRE/NRO accounts.

Eligible NRIs Bidding on a repatriation basis are advised to use the Bid cum Application Form meant for Non-Residents ([●] in colour).

Eligible NRIs Bidding on non-repatriation basis are advised to use the Bid cum Application Form for residents ([●] in colour).

For details of restrictions on investment by NRIs, see "*Restrictions on Foreign Ownership of Indian Securities"* on page 393.

Bids by HUFs

Bids by Hindu Undivided Families or HUFs, should be made 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.

Bids by FPIs

In terms of applicable FEMA Rules and the SEBI FPI Regulations, investments by FPIs in the Equity Shares is subject to certain limits, *i.e.*, the individual holding of an FPI (including its investor group (which means multiple entities registered as foreign portfolio investors and directly or indirectly, having common ownership of more than 50% or common control)) shall be below 10% of our post-Offer Equity Share capital on a fully diluted basis. In case the total holding of an FPI or investor group increases beyond 10% of the total paid-up Equity Share capital of our Company, on a fully diluted basis, the total investment made by the FPI or investor group will be re-classified as FDI subject to the conditions as specified by SEBI and the RBI in this regard and our Company and the investor will be required to comply with applicable reporting requirements. Further, the total holdings of all FPIs put together, with effect from April 1, 2020, can be up to the sectoral cap applicable to the sector in which our Company operates (*i.e.*, up to 100%). In terms of the FEMA Rules, for calculating the aggregate holding of FPIs in a company, holding of all registered FPIs shall be included.

In case of Bids made by FPIs, a certified copy of the certificate of registration issued under the SEBI FPI Regulations is required to be attached to the Bid cum Application Form, failing which our Company and TPG Growth III SF Pte. Ltd. in consultation with BRLMs, reserve the right to reject any Bid without assigning any reason. FPIs who wish to participate in the Offer are advised to use the Bid cum Application Form for Non-Residents ([●] in colour).

To ensure compliance with the above requirement, SEBI, pursuant to its circular dated July 13, 2018, has directed that at the time of finalisation of the Basis of Allotment, the Registrar shall (i) use the PAN issued by the Income Tax Department of India for checking compliance for a single FPI; and (ii) obtain validation from Depositories for the FPIs who have invested in the Offer to ensure there is no breach of the investment limit, within the timelines for issue procedure, as prescribed by SEBI from time to time.

Subject to compliance with all applicable Indian laws, rules, regulations, guidelines and approvals in terms of Regulation 21 of the SEBI FPI Regulations, an FPI is permitted to issue, subscribe to, or otherwise deal in offshore derivative instruments, directly or indirectly, only if it complies with the following conditions:

(a) such offshore derivative instruments are issued only by persons registered as Category I FPIs;
(b) such offshore derivative instruments are issued only to persons eligible for registration as Category I FPIs;
(c) such offshore derivative instruments are issued after compliance with the 'know your client' norms as specified by SEBI; and
(d) such other conditions as may be specified by SEBI from time to time.

An FPI is required to ensure that the transfer of an offshore derivative instruments issued by or on behalf of it, is subject to (a) the transfer being made to persons which fulfil the criteria provided under Regulation 21(1) of the SEBI FPI Regulations (as mentioned above from points (a) to (d)); and (b) prior consent of the FPI is obtained for such transfer, except in cases, where the persons to whom the offshore derivative instruments are to be transferred, are pre-approved by the FPI.

Bids by following FPIs, submitted with the same PAN but with different beneficiary account numbers, Client IDs and DP IDs shall not be treated as multiple Bids:

- FPIs which utilise the multi investment manager structure;
- Offshore derivative instruments which have obtained separate FPI registration for ODI and proprietary derivative investments;
- Sub funds or separate class of investors with segregated portfolio who obtain separate FPI registration;
- FPI registrations granted at investment strategy level/sub fund level where a collective investment scheme or fund has multiple investment strategies/sub-funds with identifiable differences and managed by a single investment manager.
- Multiple branches in different jurisdictions of foreign bank registered as FPIs;

- Government and Government related investors registered as Category 1 FPIs; and
- Entities registered as collective investment scheme having multiple share classes.

The Bids belonging to any of the above mentioned seven structures and having same PAN may be collated and identified as a single Bid in the Bidding process. The Equity Shares allotted in the Bid may be proportionately distributed to the applicant FPIs (with same PAN).

In order to ensure valid Bids, FPIs making multiple Bids using the same PAN, and with different beneficiary account numbers, Client IDs and DP IDs, are required to provide a confirmation along with each of their Bid cum Application Forms that the relevant FPIs making multiple Bids utilize any of the above-mentioned structures and indicate the name of their respective investment managers in such confirmation. In the absence of such compliance from the relevant FPIs with the operational guidelines for FPIs and designated Depository Participants issued to facilitate implementation of SEBI FPI Regulations, such multiple Bids shall be rejected.

Participation of FPIs in the Offer shall be subject to the FEMA Rules.

Bids by SEBI registered Alternative Investment Funds, Venture Capital Funds and Foreign Venture Capital Investors

The Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012, as amended (the "**SEBI AIF Regulations**") prescribe, amongst others, the investment restrictions on AIFs. Post the repeal of the Securities and Exchange Board of India (Venture Capital Funds) Regulations, 1996, venture capital funds which have not re-registered as AIFs under the SEBI AIF Regulations shall continue to be regulated by the Securities and Exchange Board of India (Venture Capital Funds) Regulations, 1996 until the existing fund or scheme managed by the fund is wound up and such fund shall not launch any new scheme after the notification of the SEBI AIF Regulations. The Securities and Exchange Board of India (Foreign Venture Capital Investors) Regulations, 2000, as amended ("**SEBI FVCI Regulations**") prescribe the investment restrictions on FVCIs.

The category I and II AIFs cannot invest more than 25% of their investible funds in one investee company. A category III AIF cannot invest more than 10% of its investible funds in one investee company. A VCF registered as a category I AIF, cannot invest more than one-third of its investible funds, in the aggregate, in certain specified instruments, including by way of subscription to an initial public offering of a venture capital undertaking. An FVCI can invest only up to 33.33% of its investible funds, in the aggregate, in certain specified instruments, which includes subscription to an initial public offering of a venture capital undertaking or an investee company (as defined under the SEBI AIF Regulations) whose shares are proposed to be listed.

Participation of AIFs, VCFs and FVCIs shall be subject to the FEMA Rules.

All non-resident investors should note that refunds (in case of Anchor Investors), dividends and other distributions, if any, will be payable in Indian Rupees only and net of bank charges and commission.

Our Company, the Selling Shareholders or the BRLMs will not be responsible for loss, if any, incurred by the Bidder on account of conversion of foreign currency.

Bids by limited liability partnerships

In case of Bids made by limited liability partnerships registered under the Limited Liability Partnership Act, 2008, a certified copy of certificate of registration issued under the Limited Liability Partnership Act, 2008, must be attached to the Bid cum Application Form. Failing this, our Company and TPG Growth III SF Pte. Ltd. in consultation with BRLMs, reserve the right to reject any Bid without assigning any reason thereof.

Bids by banking companies

In case of Bids made by banking companies registered with RBI, certified copies of: (i) the certificate of registration issued by RBI, and (ii) the approval of such banking company's investment committee is required to be attached to the Bid cum Application Form, failing which our Company and TPG Growth III SF Pte. Ltd. in consultation with BRLMs, reserve the right to reject any Bid without assigning any reason thereof, subject to applicable law.

The investment limit for banking companies in non-financial services companies as per the Banking Regulation Act, 1949 (the "**Banking Regulation Act**"), and Master Direction – Reserve Bank of India (Financial Services provided by Banks) Directions, 2016 is 10% of the paid-up share capital of the investee company or 10% of the bank's own paid-up share capital and reserves, as per the last audited balance sheet or a subsequent balance sheet, whichever is less. Further, the aggregate investment in subsidiaries and other entities engaged in financial and non-financial services company cannot exceed 20% of the bank's paid-up share capital and reserves. 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: (a) the investee company is engaged in non-financial activities in which banking companies are permitted to engage under the Banking Regulation Act or 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, provided that the bank is required to submit a time-bound action plan for disposal of such shares (in this sub-clause (b)) within a specified period to the RBI. A banking company would require a prior approval of the RBI to make investment in excess of 30% of the paid-up share capital of the investee company, investment in a subsidiary and a financial services company that is not a subsidiary (with certain exceptions prescribed), and investment in a non-financial services company in excess of 10% of such investee company's paid-up share capital as stated in the Reserve Bank of India (Financial Services provided by Banks) Directions, 2016, as amended.

Bids by SCSBs

SCSBs participating in the Offer are required to comply with the terms of the circulars dated September 13, 2012 and January 2, 2013 issued by SEBI. Such SCSBs are required to ensure that for making applications on their own account using ASBA, they should have a separate account in their own name with any other SEBI registered SCSBs. Further, such account shall be used solely for the purpose of making application in public issues and clear demarcated funds should be available in such account for such Bids.

Bids by insurance companies

In case of Bids made by insurance companies registered with the IRDAI, a certified copy of certificate of registration issued by IRDAI must be attached to the Bid cum Application Form. Failing this, the Company and TPG Growth III SF Pte. Ltd. in consultation with BRLMs, reserve the right to reject any Bid without assigning any reason thereof. The exposure norms for insurers are prescribed under Regulation 9 of the Insurance Regulatory and Development Authority of India (Investment) Regulations, 2016 ("**IRDA Investment Regulations**"), and are based on investments in the equity shares of a company, the entire group of the investee company and the industry sector in which the investee company operates. Bidders are advised to refer to the IRDA Investment Regulations for specific investment limits applicable to them and shall comply with all applicable regulations, guidelines and circulars issued by IRDAI from time to time.

The exposure norms for insurers, prescribed under the Insurance Regulatory and Development Authority (Investment) Regulations, 2016 as amended are broadly set forth below:

(a) 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;

(b) 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

(c) the industry sector in which the investee company operates: 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% of the investment assets of a life insurer or general insurer and the amount calculated under (a), (b) and (c) above, as the case may be.

* *The above limit of 10% shall stand substituted as 15% of outstanding equity shares (face value) for insurance companies with investment assets of ₹2,500,000 million or more and 12% of outstanding equity shares (face value) for insurers with investment assets of ₹500,000 million or more but less than ₹2,500,000 million.*

Insurance companies participating in this Offer shall comply with all applicable regulations, guidelines and circulars issued by IRDAI from time to time.

Bids by Systemically Important Non-Banking Financial Companies

In case of Bids made by NBFC-SI, a certified copy of the certificate of registration issued by the RBI, a certified copy of its last audited financial statements on a standalone basis and a net worth certificate from its statutory auditor(s), must be attached to the Bid-cum Application Form. Failing this, our Company and TPG Growth III SF Pte. Ltd., in consultation with BRLMs, reserve the right to reject any Bid, without assigning any reason thereof. NBFC-SI participating in the Offer shall comply with all applicable regulations, guidelines and circulars issued by RBI from time to time.

Bids under Power of Attorney

In case of Bids made pursuant to a power of attorney by limited companies, corporate bodies, registered societies, eligible FPIs, AIFs, Mutual Funds, insurance companies, NBFC-SI, insurance funds set up by the army, navy or air force of the India, insurance funds set up by the Department of Posts, India or the National Investment Fund and provident funds with a minimum corpus of ₹ 250 million (subject to applicable laws) and pension funds with a minimum corpus of ₹ 250 million, a certified copy of the power of attorney or the relevant resolution or authority, as the case may be, along with a certified copy of the memorandum of association and articles of association and/or bye laws must be lodged along with the Bid cum Application Form. Failing this, our Company and the Selling Shareholders reserve the right to accept or reject any Bid in whole or in part, in either case, without assigning any reason thereof.

Our Company and Selling Shareholders in consultation with the BRLMs, in their absolute discretion, reserve the right to relax the above condition of simultaneous lodging of the power of attorney along with the Bid cum Application Form, subject to such terms and conditions that our Company and TPG Growth III SF Pte. Ltd. in consultation with the BRLMs, may deem fit.

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 and TPG Growth III SF Pte. Ltd., in consultation with BRLMs reserve the right to reject any Bid, without assigning any reason therefor.

Bids by Eligible Employees

The Bid must be for a minimum of [●] Equity Shares and in multiples of [●] Equity Shares thereafter so as to ensure that the Bid Amount payable by the Eligible Employee does not exceed ₹ 500,000 (net of Employee Discount). However, the initial allocation to an Eligible Employee in the Employee Reservation Portion shall not exceed ₹ 200,000 (net of Employee Discount). Allotment in the Employee Reservation Portion will be as detailed in the section "*Offer Structure*" on page 370.

However, Allotments to Eligible Employees in excess of ₹ 200,000 (net of Employee Discount) shall be considered on a proportionate basis, in the event of undersubscription in the Employee Reservation Portion, subject to the total Allotment to an Eligible Employee not exceeding ₹ 500,000 (net of Employee Discount). Subsequent undersubscription, if any, in the Employee Reservation Portion shall be added back to the Net Offer. Eligible Employees Bidding in the Employee Reservation Portion may Bid at the Cut-off Price less Employee Discount.

Bids under the Employee Reservation Portion by Eligible Employees shall be:

- Made only in the prescribed Bid cum Application Form or Revision Form.
- Only Eligible Employees (excluding such other persons not eligible under applicable laws, rules, regulations and guidelines) would be eligible to apply in this Offer under the Employee Reservation Portion.
- In case of joint bids, the sole/ First Bidder shall be the Eligible Employee.
- Bids by Eligible Employees may be made at Cut-off Price less Employee Discount.
- Only those Bids, which are received at or above the Offer Price, net of Employee Discount, would be considered for allocation under this portion.

- The Bids must be for a minimum of [●] Equity Shares and in multiples of [●] Equity Shares thereafter so as to ensure that the Bid Amount payable by the Eligible Employee subject to a maximum Bid Amount of ₹ 500,000 on a net basis.
- If the aggregate demand in this portion 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.
- Bids by Eligible Employees in the Employee Reservation Portion and in the Net Offer portion shall not be treated as multiple Bids. Our Company, in consultation with the BRLMs, reserves the right to reject, in their absolute discretion, all or any multiple Bids in any or all categories.
- Eligible Employees should mention their employee number at the relevant place in the Bid cum Application Form or Revision Form.
- Eligible Employees bidding in the Employee Reservation Portion shall not Bid through the UPI mechanism.

In the event of under-subscription in the Employee Reservation Portion, the unsubscribed portion will be available for allocation and Allotment, proportionately to all Eligible Employees who have Bid in excess of ₹ 200,000 (net of Employee Discount), subject to the maximum value of Allotment made to such Eligible Employee not exceeding ₹ 500,000 (net of Employee Discount).

The above information is given for the benefit of the Bidders. Our Company, the Selling Shareholders and the Book Running Lead Managers are not liable for any amendments or modification or changes in applicable laws or regulations, which may occur after the date of the Red Herring Prospectus, when filed. Bidders are advised to make their independent investigations and ensure that any single Bid from them does not exceed the applicable investment limits or maximum number of the Equity Shares that can be held by them under applicable laws or regulation and as specified in the Red Herring Prospectus, when filed.

In accordance with RBI regulations, OCBs cannot participate in the Offer.

Information for Bidders

The relevant Designated Intermediary will enter a maximum of three Bids at different price levels opted in the Bid cum Application Form and such options are not considered as multiple Bids. It is the Bidder's responsibility to obtain the acknowledgment slip from the relevant Designated Intermediary. The registration of the Bid by the Designated Intermediary does not guarantee that the Equity Shares shall be allocated/Allotted. Such Acknowledgement Slip will be non-negotiable and by itself will not create any obligation of any kind. When a Bidder revises his or her Bid, he /she shall surrender the earlier Acknowledgement Slip and may request for a revised acknowledgment slip from the relevant Designated Intermediary as proof of his or her having revised the previous Bid.

In relation to electronic registration of Bids, the permission given by the Stock Exchanges to use their network and software of the electronic bidding system should not in any way be deemed or construed to mean that the compliance with various statutory and other requirements by our Company and/or the BRLMs are cleared or approved by the Stock Exchanges; nor does it in any manner warrant, certify or endorse the correctness or completeness of compliance with the statutory and other requirements, nor does it take any responsibility for the financial or other soundness of our Company, the management or any scheme or project of our Company; nor does it in any manner warrant, certify or endorse the correctness or completeness of any of the contents of the Red Herring Prospectus or the Red Herring Prospectus; nor does it warrant that the Equity Shares will be listed or will continue to be listed on the Stock Exchanges.

Pre-Offer Advertisement

Subject to Section 30 of the Companies Act, our Company will, after filing the Red Herring Prospectus with the RoC, publish a pre-Offer advertisement, in the form prescribed by the SEBI ICDR Regulations, in [●] editions of [●], an English national daily newspaper and [●] editions of [●], a Hindi national daily newspaper (Hindi also being the regional language of Delhi, where our Registered and Corporate Office is located). Our Company shall, in the pre-Offer advertisement state the Bid/Offer Opening Date, the Bid/Offer Closing Date and the QIB Bid/Offer Closing Date. This advertisement, subject to the provisions of Section 30 of the Companies Act, shall be in the format prescribed in Part A of Schedule X of the SEBI ICDR Regulations.

Signing of Underwriting Agreement and filing of Prospectus with the RoC

Our Company and the Selling Shareholders intend to enter into an Underwriting Agreement with the Underwriters on or after the determination of the Offer Price. After signing the Underwriting Agreement, the Company will file the Prospectus with the RoC. The Prospectus would have details of the Offer Price, Anchor Investor Offer Price, Offer size and underwriting arrangements and would be complete in all material respects.

General Instructions

Please note that 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 can revise or withdraw their Bid(s) until the Bid/ Offer Closing Date. Anchor Investors are not allowed to withdraw or lower the size of their Bids after the Anchor Investor Bidding Date.

***Do's*:**

1. Check if you are eligible to apply as per the terms of the Red Herring Prospectus and under applicable law, rules, regulations, guidelines and approvals;

2. Ensure that you have Bid within the Price Band;

3. Ensure that you have mentioned the correct ASBA Account number (for all Bidders other than Retail Individual Bidders Bidding using the UPI Mechanism) in the Bid cum Application Form and such ASBA account belongs to you and no one else. Retail Individual Bidders using the UPI Mechanism must mention their correct UPI ID and shall use only his/her own bank account which is linked to such UPI ID;

4. Retail Individual Bidders Bidding using the UPI Mechanism shall ensure that the bank, with which they have their bank account, where the funds equivalent to the application amount are available for blocking is UPI 2.0 certified by NPCI before submitting the ASBA Form to any of the Designated Intermediaries;

5. Retail Individual Bidders Bidding using the UPI Mechanism shall make Bids only through the SCSBs, mobile applications and UPI handles whose name appears in the list of SCSBs which are live on UPI, as displayed on the SEBI website. An application made using incorrect UPI handle or using a bank account of an SCSB or bank which is not mentioned on the SEBI website is liable to be rejected;

6. Read all the instructions carefully and complete the Bid cum Application Form in the prescribed form;

7. Ensure that the details about the PAN, DP ID, Client ID and UPI ID (where applicable) are correct and the Bidders depository account is active, as Allotment of the Equity Shares will be in dematerialized form only;

8. Ensure that your Bid cum Application Form bearing the stamp of a Designated Intermediary is submitted to the Designated Intermediary at the Bidding Centre within the prescribed time. RIBs using UPI Mechanism, may submit their ASBA Forms with Syndicate, sub-Syndicate Members, Registered Brokers, RTA or CDP;

9. In case of joint Bids, ensure that First Bidder is the ASBA Account holder (or the UPI-linked bank account holder, as the case may be) and the signature of the First Bidder is included in the Bid cum Application Form;

10. Retail Individual Bidders not using the UPI Mechanism, should submit their Bid cum Application Form directly with SCSBs and not with any other Designated Intermediary;

11. Ensure that they have correctly signed the authorisation/undertaking box in the Bid cum Application Form, or have otherwise provided an authorisation to the SCSB or Sponsor Bank, as applicable, via the electronic mode, for blocking funds in the ASBA Account equivalent to the Bid Amount mentioned in the Bid cum Application Form, as the case may be, at the time of submission of the Bid. In case of RIBs submitting their Bids and participating in the Offer through the UPI Mechanism, ensure that you authorise the UPI Mandate Request raised by the Sponsor Bank for blocking of funds equivalent to Bid Amount and subsequent debit of funds in case of Allotment;

12. All Bidders (other than Anchor Investors) should submit their Bids through the ASBA process only;

13. 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;

14. Bidders should ensure that they receive the Acknowledgment slip or the acknowledgement number duly signed and stamped by a Designated Intermediary, as applicable, for submission of the Bid cum Application Form;

15. Ensure that you have funds equal to the Bid Amount in the ASBA Account maintained with the SCSB before submitting the Bid cum Application Form under the ASBA process to any of the Designated Intermediaries;

16. Ensure that you submit revised Bids to the same Designated Intermediary, through whom the original Bid was placed and obtain a revised acknowledgment;

17. Except for Bids (i) on behalf of the Central or State Governments and the officials appointed by the courts, who, in terms of a SEBI circular dated June 30, 2008, may be exempt from specifying their PAN for transacting in the securities market, (ii) Bids by persons resident in the state of Sikkim, who, in terms of a SEBI circular dated July 20, 2006, may be exempted from specifying their PAN for transacting in the securities market, and (iii) any other category of Bidders, including without limitation, multilateral/ bilateral institutions, which may be exempted from specifying their PAN for transacting in the securities market, all Bidders should mention their PAN allotted under the IT Act. The exemption for the Central or the State Government and officials appointed by the courts and for investors residing in the State of Sikkim is subject to (a) the Demographic Details received from the respective depositories confirming the exemption granted to the beneficiary owner by a suitable description in the PAN field and the beneficiary account remaining in "active status"; and (b) in the case of residents of Sikkim, the address as per the Demographic Details evidencing the same. All other applications in which PAN is not mentioned will be rejected;

18. Ensure that the Demographic Details are updated, true and correct in all respects;

19. 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;

20. Ensure that the category and the investor status is indicated in the Bid cum Application Form to ensure proper upload of your Bid in the electronic Bidding system of the Stock Exchanges;

21. Ensure that in case of Bids under power of attorney or by limited companies, corporates, trust etc., relevant documents are submitted;

22. Ensure that Bids submitted by any person outside India should be in compliance with applicable foreign and Indian laws;

23. Retail Individual Bidders Bidding using the UPI Mechanism, should ensure that they approve the UPI Mandate Request generated by the Sponsor Bank to authorise blocking of funds equivalent to application amount and subsequent debit of funds in case of Allotment, in a timely manner;

24. Note that in case the DP ID, UPI ID (where applicable), Client ID and the PAN mentioned in their Bid cum Application Form and entered into the online IPO system of the Stock Exchanges by the relevant Designated Intermediary, as the case may be, do not match with the DP ID, UPI ID (where applicable), Client ID and PAN available in the Depository database, then such Bids are liable to be rejected;

25. However, Bids received from FPIs bearing the same PAN shall not be treated as multiple Bids in the event such FPIs utilise the MIM Structure and such Bids have been made with different beneficiary account numbers, Client IDs and DP IDs.

26. FPIs making MIM Bids using the same PAN, and different beneficiary account numbers, Client IDs and DP IDs, are required to submit a confirmation that their Bids are under the MIM structure and indicate the name of their investment managers in such confirmation which shall be submitted along with each of their Bid cum Application Forms. In the absence of such confirmation from the relevant FPIs, such MIM Bids shall be rejected;

27. In case of QIBs and NIBs, ensure that while Bidding through a Designated Intermediary, the ASBA Form is

submitted to a Designated Intermediary in a Bidding Centre and that the SCSB where the ASBA Account, as specified in the ASBA Form, is maintained has named at least one branch at that location for the Designated Intermediary to deposit ASBA Forms (a list of such branches is available on the website of SEBI at http://www.sebi.gov.in);

28. Ensure that you have correctly signed the authorization /undertaking box in the Bid cum Application Form, or have otherwise provided an authorization to the SCSB or the Sponsor Bank, as applicable via the electronic mode, for blocking funds in the ASBA Account equivalent to the Bid Amount mentioned in the Bid cum Application Form at the time of submission of the Bid;

29. Retail Individual Bidders Bidding using the UPI Mechanism shall ensure that details of the Bid are reviewed and verified by opening the attachment in the UPI Mandate Request and then proceed to authorise the UPI Mandate Request using his/her UPI PIN. Upon the authorization of the mandate using his/her UPI PIN, the Retail Individual Bidder shall be deemed to have verified the attachment containing the application details of the Retail Individual Bidder Bidding using the UPI Mechanism in the UPI Mandate Request and have agreed to block the entire Bid Amount and authorized the Sponsor Bank to issue a request to block the Bid Amount mentioned in the Bid Cum Application Form in his/her ASBA Account;

30. Retail Individual Bidders Bidding using the UPI Mechanism should mention valid UPI ID of only the Bidder (in case of single account) and of the First Bidder (in case of joint account) in the Bid cum Application Form;

31. Retail Individual Bidders Bidding using the UPI Mechanism, who have revised their Bids subsequent to making the initial Bid, should also approve the revised UPI Mandate Request generated by the Sponsor Bank to authorise blocking of funds equivalent to the revised Bid Amount in his/her account and subsequent debit of funds in case of allotment in a timely manner;

32. RIBs who wish to revise their Bids using the UPI Mechanism, should submit the revised Bid with the Designated Intermediaries, pursuant to which RIBs should ensure acceptance of the UPI Mandate Request received from the Sponsor Bank to authorise blocking of funds equivalent to the revised Bid Amount in the RIB's ASBA Account;

33. Ensure that Anchor Investors submit their Bid cum Application Forms only to the BRLMs.

34. Ensure that you have accepted the UPI Mandate Request received from the Sponsor Bank prior to 12:00 p.m. of the Working Day immediately after the Bid/ Offer Closing Date.

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 for a Bid Amount exceeding ₹ 200,000 (for Bids by Retail Individual Bidders) and ₹ 500,000 for Bids by Eligible Employees Bidding in the Employee Reservation Portion;

3. Do not Bid/revise Bid Amount to less than the Floor Price or higher than the Cap Price;

4. Do not Bid on another Bid cum Application Form after you have submitted a Bid to a Designated Intermediary;

5. Do not pay the Bid Amount in cash, by money order, cheques or demand drafts or by postal order or by stock invest;

6. Do not send Bid cum Application Forms by post, instead submit the same to the Designated Intermediary only;

7. Anchor Investors should not Bid through the ASBA process;

8. Do not submit the ASBA Forms to any non-SCSB bank or to our Company or at a location other than

the Bidding Centers;

9. Do not submit the ASBA Forms to any Designated Intermediary that is not authorised to collect the relevant ASBA Forms or to our Company;

10. Do not Bid on a physical Bid cum Application Form that does not have the stamp of the relevant Designated Intermediary;

11. Do not Bid at Cut-off Price (for Bids by QIBs and Non-Institutional Bidders);

12. Do not fill up the Bid cum Application Form such that the Equity Shares Bid for exceeds the Offer/Issue size and/ or investment limit or maximum number of the Equity Shares that can be held under the applicable laws or regulations or maximum amount permissible under the applicable regulations or under the terms of the Red Herring Prospectus;

13. Do not submit your Bid after 3.00 pm on the Bid/Offer Closing Date;

14. If you are a QIB, do not submit your Bid after 3.00 p.m. on the QIB Bid/Offer Closing Date;

15. Do not instruct your respective banks to release the funds blocked in the ASBA Account under the ASBA process;

16. If you are a RIB and are using UPI mechanism, do not submit more than one Bid cum Application Form for each UPI ID

17. Do not submit the General Index Register (GIR) number instead of the PAN;

18. Do not submit incorrect details of the DP ID, Client ID, PAN and UPI ID (where applicable) or provide details for a beneficiary account which is suspended or for which details cannot be verified by the Registrar to the Offer;

19. Do not submit the Bid without ensuring that funds equivalent to the entire Bid Amount are available for blocking in the relevant ASBA Account or in the case of Retail Individual Bidders Bidding using the UPI Mechanism, in the UPI-linked bank account where funds for making the Bid are available;

20. 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 Bidder. Retail Individual Bidders can revise or withdraw their Bids until the Bid/Offer Closing Date;

21. 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;

22. Do not link the UPI ID with a bank account maintained with a bank that is not UPI 2.0 certified by the NPCI in case of Bids submitted by Retail Individual Bidders using the UPI Mechanism;

23. Do not submit a Bid in case you are not eligible to acquire Equity Shares under applicable law or your relevant constitutional documents or otherwise;

24. 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);

25. Do not submit more than one Bid cum Application Form per ASBA Account. If you are a Retail Individual Bidder Bidding using the UPI Mechanism, do not submit Bids through an SCSB and/or mobile application and/or UPI handle that is not listed on the website of SEBI;

26. Do not submit a Bid using UPI ID, if you are not a Retail Individual Bidder;

27. Do not Bid for Equity Shares more than specified by respective Stock Exchanges for each category;

28. Anchor Investors shall not bid through the ASBA Process;

29. Do not submit the Bid cum Application Form to any non-SCSB Bank or our Company;

30. Do not submit a Bid cum Application Form with third party UPI ID or using a third party bank account (in case of Bids submitted by Retail Individual Bidders using the UPI Mechanism); and

31. Do not Bid if you are an OCB.

For helpline details of the Book Running Lead Managers pursuant to the SEBI circular bearing reference number SEBI/HO.CFD.DIL2/CIR/P/2021/2480/1/M dated March 16, 2021, see "*General Information – Book Running Lead Managers*" on page 72.

The Bid cum Application Form is liable to be rejected if the above instructions, as applicable, are not complied with.

In case of any pre-Offer or post Offer related issues regarding demat credit/refund orders/unblocking etc., investors shall reach out to the Company Secretary and Compliance Officer, and the Registrar. For details of the Company Secretary and Compliance Officer and the Registrar, see "*General Information*" on page 71.

In case of any delay in unblocking of amounts in the ASBA Accounts (including amounts blocked through the UPI Mechanism) exceeding four Working Days from the Bid/ Offer Closing Date, the Bidder shall be compensated in accordance with applicable law. Further, Investors shall be entitled to compensation in the manner specified in the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021 in case of delays in resolving investor grievances in relation to blocking/unblocking of funds.

Names of entities responsible for finalising the basis of allotment in a fair and proper manner

The authorised employees of the Designated Stock Exchange, along with the BRLMs and the Registrar, shall ensure that the basis of allotment is finalised in a fair and proper manner in accordance with the procedure specified in SEBI ICDR Regulations.

Method of allotment as may be prescribed by SEBI from time to time

Our Company will not make any Allotment in excess of the Equity Shares offered through the Offer through the offer document except in case of oversubscription for the purpose of rounding off to make Allotment, in consultation with the Designated Stock Exchange. Further, upon oversubscription, an Allotment of not more than 1% of the net offer to public may be made for the purpose of making Allotment in minimum lots.

The allotment of Equity Shares to Bidders other than to the Retail Individual Bidders and Anchor Investors shall be on a proportionate basis within the respective investor categories and the number of securities allotted shall be rounded off to the nearest integer, subject to minimum allotment being equal to the minimum application size as determined and disclosed.

The allotment of Equity Shares to each Retail Individual Bidder shall not be less than the minimum bid lot, subject to the availability of shares in Retail Individual Bidder category, and the remaining available shares, if any, shall be allotted on a proportionate basis.

Payment into Escrow Account(s) for Anchor Investors

Our Company and TPG Growth III SF Pte. Ltd., in consultation with the BRLMs, in their absolute discretion, will decide the list of Anchor Investors to whom the Allotment Advice 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, NACH or NEFT) to the Escrow Accounts. The payment instruments for payment into the Escrow Accounts should be drawn in favour of:

(i) In case of resident Anchor Investors: "[●]"
(ii) In case of non-resident Anchor Investors: "[●]"

Anchor Investors should note that the escrow mechanism is not prescribed by SEBI and has been established as an arrangement between our Company, the Selling Shareholders, the Syndicate, the Bankers to the Offer and the Registrar to the Offer to facilitate collections from Anchor Investors.

Depository Arrangements

The Allotment of the Equity Shares in the Offer shall be only in a dematerialised form, (*i.e.*, not in the form of physical certificates but be fungible and be represented by the statement issued through the electronic mode). In this context, tripartite agreements had been signed among our Company, the respective Depositories and the Registrar to the Offer:

- Tripartite agreement dated December 1, 2021 amongst our Company, NSDL and Registrar to the Offer
- Tripartite Agreement dated December 2, 2021 among CDSL, our Company and Registrar to the Offer.

Undertakings by our Company

Our Company undertakes the following:

(i) that the complaints received in respect of the Offer shall be attended to by our Company expeditiously and satisfactorily;

(ii) that if the Allotment is not made within the prescribed time period under applicable law, the entire subscription amount received will be refunded/unblocked within the time prescribed under applicable law, failing which interest will be due to be paid to the Bidders at the rate prescribed under applicable law for the delayed period;

(iii) that all steps will be taken for completion of the necessary formalities for listing and commencement of trading at all the Stock Exchanges where the Equity Shares are proposed to be listed within six Working Days of the Bid/Offer Closing Date or such other time as may be prescribed;

(iv) that funds required for making refunds to unsuccessful applicants as per the mode(s) disclosed shall be made available to the Registrar to the Offer by our Company;

(v) where refunds (to the extent applicable) are made through electronic transfer of funds, a suitable communication shall be sent to the applicant within the time prescribed under applicable law, giving details of the bank where refunds shall be credited along with amount and expected date of electronic credit of refund;

(vi) that if our Company does not proceed with the Offer after the Bid/Offer Closing Date but prior to Allotment, the reason thereof shall be given as a public notice within two days of the Bid/Offer Closing Date. The public notice shall be issued in the same newspapers where the pre-Offer advertisements were published. The Stock Exchanges on which the Equity Shares are proposed to be listed shall also be informed promptly;

(vii) that if our Company and TPG Growth III SF Pte. Ltd., in consultation with the BRLMs, withdraw the Offer after the Bid/Offer Closing Date, our Company shall be required to file a fresh draft offer document with SEBI, in the event our Company and/or any of the Selling Shareholders subsequently decides to proceed with the Offer thereafter;

(viii) that adequate arrangements shall be made to collect all Bid cum Application Forms submitted by Bidders and Anchor Investor Application Form from Anchor Investors; and

(ix) No further issue of Equity Shares shall be made until the Equity Shares issued or offered through the Red Herring Prospectus are listed or until the Bid monies are refunded/unblocked in the ASBA Accounts on account of non-listing, under-subscription etc.

Undertakings by the Selling Shareholders

The Selling Shareholders, severally and not jointly, undertake the following in respect of itself as the Selling Shareholders and its portion of the Offered Shares:

(i) that its portion of the Offered Shares are eligible for being offered in the Offer for Sale in terms of Regulation 8 of the SEBI ICDR Regulations and are in dematerialised form;

(ii) that it is the legal and beneficial owner of, and has clear and marketable title to , its portion of the Offered Shares;

(iii) that it shall provide all reasonable co-operation as requested by our Company in relation to the completion of Allotment and dispatch of the Allotment Advice and CAN, if required, and refund orders to the extent of its portion of the Offered Shares;

(iv) that it shall not have recourse to the proceeds of the Offer for Sale of its portion of the Offered Shares which shall be held in escrow in its favour, until final listing and trading approvals have been received from the Stock Exchanges; and

(v) that it will provide such reasonable support and extend such reasonable cooperation as may be required by our Company and the BRLMs in redressal of such investor grievances that pertain to its portion of the Offered Shares.

Utilisation of Offer Proceeds

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;

Impersonation

Attention of the Bidders is specifically drawn to the provisions of sub-section (1) of Section 38 of the Companies Act, 2013 which is reproduced below: "*Any person who – (a) makes or abets making of an application in a fictitious name to a company for acquiring, or subscribing for, its securities; or (b) makes or abets making of multiple applications to a company in different names or in different combinations of his name or surname for acquiring or subscribing for its securities; or (c) otherwise induces directly or indirectly a company to allot, or register any transfer of, securities to him, or to any other person in a fictitious name, shall be liable for action under Section 447*." The liability prescribed under Section 447 of the Companies Act, 2013 for fraud involving an amount of at least ₹1 million or one per cent of the turnover of the company, whichever is lower, includes imprisonment for a term which shall not be less than six months extending up to 10 years and fine of an amount not less than the amount involved in the fraud, extending up to three times such amount (provided that where the fraud involves public interest, such term shall not be less than three years.) Further, where the fraud involves an amount less than ₹1 million or one per cent of the turnover of the company, whichever is lower, and does not involve public interest, any person guilty of such fraud shall be punishable with imprisonment for a term which may extend to five years or with fine which may extend to ₹5 million or with both.

Investors must ensure that their PAN is linked with Aadhaar and are in compliance with the notification issued by Central Board of Direct Taxes (CBDT) on February 13, 2020, and press release dated June 25, 2021.

RESTRICTIONS ON FOREIGN OWNERSHIP OF INDIAN SECURITIES

Foreign investment in Indian securities is regulated through the Industrial Policy, 1991 of the Government of India and FEMA. While the Industrial Policy, 1991 prescribes the limits and the conditions subject to which foreign investment can be made in different sectors of the Indian economy, FEMA regulates the precise manner in which such investment may be made. Under the Industrial Policy, unless specifically restricted, foreign investment is freely permitted in all sectors of the Indian economy up to any extent and without any prior approvals, but the foreign investor is required to follow certain prescribed procedures for making such investment. The RBI and the concerned ministries/departments are responsible for granting approval for foreign investment. The Government has from time to time made policy pronouncements on foreign direct investment ("**FDI**") through press notes and press releases. The DPIIT, issued the Consolidated FDI Policy Circular of 2020 ("**FDI Policy**"), which, with effect from October 15, 2020, subsumes and supersedes all press notes, press releases, clarifications, circulars issued by the DPIIT, which were in force as on October 15, 2020. The FDI Policy will be valid until the DPIIT issues an updated circular.

The transfer of shares between an Indian resident and a non-resident does not require the prior approval of the RBI, provided that: (i) the activities of the investee company are under the automatic route under the foreign direct investment policy and transfer does not attract the provisions of the Takeover Regulations; (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.

On October 17, 2019, Ministry of Finance, Department of Economic Affairs, had notified the FEMA Rules, which had replaced the Foreign Exchange Management (Transfer and Issue of Security by a Person Resident Outside India) Regulations 2017. Foreign investment in this Offer shall be on the basis of the FEMA Rules. Further, in accordance with Press Note No. 3 (2020 Series), dated April 17, 2020 issued by the DPIIT and the Foreign Exchange Management (Non-debt Instruments) Amendment Rules, 2020 which came into effect from April 22, 2020, any investment, subscription, purchase or sale of equity instruments by entities of a country which shares land border with India or where the beneficial owner of an investment into India is situated in or is a citizen of any such country, will require prior approval of the Government, as prescribed in the FDI Policy and the FEMA Rules. Further, in the event of transfer of ownership of any existing or future foreign direct investment in an entity in India, directly or indirectly, resulting in the beneficial ownership falling within the aforesaid restriction/ purview, such subsequent change in the beneficial ownership will also require approval of the Government. Pursuant to the Foreign Exchange Management (Non-debt Instruments) (Fourth Amendment) Rules, 2020 issued on December 8, 2020, a multilateral bank or fund, of which India is a member, shall not be treated as an entity of a particular country nor shall any country be treated as the beneficial owner of the investments of such bank of fund in India.

As per the FDI Policy, FDI in companies engaged in manufacturing sector is permitted up to 100% of the paid-up share capital of such company under the automatic route.

As per the existing policy of the Government of India, OCBs cannot participate in this Offer. For further details, see "*Offer Procedure*" on page 375.

The Equity Shares offered in the Offer have not been, and will not be, registered under the U.S. Securities Act of 1933, as amended (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 accordingly, the Equity Shares are being offered and sold (i) within the United States solely to persons who are reasonably believed to be "qualified institutional buyers" (as defined in Rule 144A under the U.S. Securities Act) in transactions exempt from the registrations requirements of the U.S. Securities Act, and (ii) outside the United States in "offshore transactions" as defined in and in reliance on Regulation S under the U.S. Securities Act and the applicable laws of the jurisdiction where those offers and sales occur. There will be no public offering of Equity Shares in the United States.

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 issued or sold, and Bids may not be made by persons in any such jurisdiction, except in compliance with the applicable laws of such jurisdiction.

The above information is given for the benefit of the Bidders. Our Company, the Selling Shareholders and the BRLMs 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, seek independent legal advice about its ability to participate in the Offer and ensure that the number of Equity Shares Bid for do not exceed the applicable limits under laws or regulations.

SECTION X – MAIN PROVISIONS OF THE ARTICLES OF ASSOCIATION

(THE COMPANIES ACT, 2013)
(A COMPANY LIMITED BY SHARES)
ARTICLES OF ASSOCIATION

OF

CAMPUS ACTIVEWEAR LIMITED

The Articles of the Company comprises two parts, Part A and Part B, which shall be applicable in the following manner:

*(a) Until the issuance of the notice for commencement of trading of the Equity Shares of the Company by BSE Limited and/or the National Stock Exchange of India Limited pursuant to an Initial Public Offering of the Company ("**Listing Date**"), Part A and Part B shall, unless the context otherwise requires, co-exist with each other. Notwithstanding anything contained herein, in the event of any conflict between the provisions of Part A and Part B of these Articles, the provisions of Parts B of these Articles shall prevail.*

(b) On and from the Listing Date, Part B shall automatically terminate, be deleted and cease to have any force and effect, without any further action by the Company, the Board of Directors or by the Shareholders.

PART A

1. Table F Applicable

No regulation contained in Table "F" in the First Schedule to Companies Act, 2013 shall apply to this Company but the regulations for the Management of the Company and for the observance of the Members thereof and their representatives shall be as set out in the relevant provisions of the Companies Act, 2013 and 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 by the said Companies Act, 2013 be such as are contained in these Articles unless the same are repugnant or contrary to the provisions of the Companies Act, 2013 or any amendment thereto.

INTERPRETATION CLAUSE

2. In the interpretation of these Articles the following expressions shall have the following meanings unless repugnant to the subject or context:

Act

(a) "The Act" means the Companies Act, 2013 and includes any statutory modification or re-enactment thereof for the time being in force and the rules and regulations prescribed thereunder, as now enacted or as amended from time to time and the term shall be deemed to refer to the applicable section thereof which is relatable to the relevant Article in which the said term appears in these Articles and any previous company law, so far as may be applicable..

Articles

(b) "These Articles" means Articles of Association for the time being in force or as may be altered from time to time vide Special Resolution.

Auditors

(c) "Auditors" means and includes those persons appointed as such for the time being of the Company in terms of the Act.

Capital

(d) "Capital" means the share capital for the time being raised or authorized to be raised for the purpose of the Company.

Company

(e) “The Company” shall mean CAMPUS ACTIVEWEAR LIMITED.

Executor or Administrator

(f) “Executor” or “Administrator” means a person who has obtained a probate or letter of administration, as the case may be from a Court of competent jurisdiction and shall include a holder of a Succession Certificate authorizing the holder thereof to negotiate or transfer the Share or Shares of the deceased Member and shall also include the holder of a Certificate granted by the Administrator General under section 31 of the Administrator General Act, 1963.

Initial Public Offering

(g) “Initial Public Offering” or “IPO” means the initial public offering of the Equity Shares or any other security which may be converted into or exchanged with Equity Shares (whether by a fresh issue of Equity Shares or any such other security by the Company, or a sale of the existing Equity Shares or any such other security held by a Shareholder, or a combination of both), including the listing of such Equity Shares or other security (including depository receipts), on BSE Limited or the National Stock Exchange of India Limited or an international stock exchange and such other registered stock exchange as may be agreed by the Board.

Legal Representative

(h) "Legal Representative" means a person who in law represents the estate of a deceased Member.

Gender

(i) Words importing the masculine gender also include the feminine gender.

In Writing and Written

(j) “In Writing” and “Written” includes printing lithography and other modes of representing or reproducing words in a visible form.

Marginal notes

(k) The marginal notes hereto shall not affect the construction thereof.

Meeting or General Meeting

(l) “Meeting” or “General Meeting” means a meeting of members.

Member

(m) “Member” means a member of the Company within the meaning of Clause (55) of Section 2 of the Act, as amended from time to time, and who are the duly registered holders, from time to time of the shares of the Company and includes the subscribers to the Memorandum of the Company and the beneficial owner(s) as defined in clause (a) of sub-section (1) of Section 2 of the Depositories Act, 1996;

Month

(n) “Month” means a calendar month.

Annual General Meeting

(o) “Annual General Meeting” means a General Meeting of the Members held in accordance with the provision of section 96 of the Act.

Equity Shares or Shares

(p) “Equity Shares” or “Shares” shall mean equity shares of the Company having a par value of INR 10 (Rupees Ten) per equity share and one vote per share;

Extra-Ordinary General Meeting

(q) “Extra-Ordinary General Meeting” means an Extraordinary General Meeting of the Members duly called and constituted and any adjourned holding thereof.

National Holiday

(r) “National Holiday” means and includes a day declared as National Holiday by the Central Government.

Non-retiring Directors

(s) “Non-retiring Directors” means a director not subject to retirement by rotation.

Office

(t) "Office” means the registered Office for the time being of the Company.

Ordinary and Special Resolution

(u) “Ordinary Resolution” and “Special Resolution” shall have the meanings assigned thereto by Section 114 of the Act.

Person

(v) “Person" shall be deemed to include corporations and firms as well as individuals.

Proxy

(w) “Proxy” means an instrument whereby any person is authorized to vote for a member at General Meeting or Poll and includes attorney duly constituted under the power of attorney.

Register of Members

(x) “The Register of Members” means the Register of Members to be kept pursuant to Section 88(1) (a) of the Act.

Seal

(y) “Seal” means the common seal for the time being of the Company.

Singular number

(z) Words importing the Singular number include where the context admits or requires the plural number and vice versa.

Statutes

(aa) “The Statutes” means the Companies Act, 2013, as amended, and every other statute for the time being in force affecting the Company.

These presents

(bb) "These presents" means the Memorandum of Association and the Articles of Association as originally framed or as altered from time to time.

Variation

(cc) "Variation" shall include abrogation; and "vary" shall include abrogate.

Year and Financial Year

(dd) "Year" means the calendar year and "Financial Year" shall have the meaning assigned thereto by Section 2(41) of the Act.

Expressions in the Act to bear the same meaning in Articles

Save as aforesaid any words and expressions contained in these Articles shall bear the same meanings as in the Act or any statutory modifications thereof for the time being in force.

CAPITAL

3. Authorized Capital

The Authorized Share Capital of the Company shall be such amount as may be mentioned in Clause V of Memorandum of Association of the Company from time to time.

4. Increase of capital by the Company how carried into effect

The Company may in General Meeting from time to time by Ordinary Resolution increase its capital by creation of new Shares which may be unclassified and may be classified at the time of issue in one or more classes and of such amount or amounts as may be deemed expedient. The new Shares shall be issued upon such terms and conditions and with such rights and privileges annexed thereto as the resolution shall prescribe and in particular, such Shares may be issued with a preferential or qualified right to dividends and in the distribution of assets of the Company and with a right of voting at General Meeting of the Company in conformity with Section 47 of the Act. Whenever the capital of the Company has been increased under the provisions of this Article the Directors shall comply with the provisions of Section 64 of the Act.

5. Further Issue of Share Capital

(1) The Board or the Company, as the case may be, may, in accordance with the Act and the rules made thereunder, issue further shares to - (a) persons who, at the date of offer, are holders of equity shares of the Company; such offer shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person; or (b) employees under any scheme of employees' stock option; or (c) any persons, whether or not those persons include the persons referred to in clause (a) or clause (b) above.

(2) A further issue of shares may be made in any manner whatsoever as the Board may determine including by way of preferential offer or private placement, subject to and in accordance with the Act and the rules made thereunder, including any amendment thereof from time to time.

(3) Nothing in this Article shall apply to the increase of the subscribed capital of the company caused by the exercise of an option attached to the debentures issued by the company:

(i) To convert such debentures or loans into shares in the company; or

(ii) To subscribe for shares in the company

PROVIDED THAT the terms of issue of such debentures or the terms of such loans include a term providing for such option and such term:

(a) Either has been approved by the central Government before the issue of debentures or the raising of the loans or is in conformity with Rules, if any, made by that Government in this behalf; and

(b) In the case of debentures or loans or other than debentures issued to, or loans obtained from the Government or any institution specified by the Central Government in this behalf, has also been approved by the special resolution passed by the company in General Meeting before the issue of the loans.

6. New Capital same as existing capital

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 existing capital, and shall be subject to the provisions herein contained, with reference to the payment of calls and instalments, forfeiture, lien, surrender, transfer and transmission, voting and otherwise.

7. Non-Voting Shares

The Board shall have the power to issue a part of authorized capital by way of non-voting Shares at price(s) premia, dividends, eligibility, volume, quantum, proportion and other terms and conditions as they deem fit, subject however to provisions of law, rules, regulations, notifications and enforceable guidelines for the time being in force.

8. Redeemable or Convertible Preference Shares

Subject to the provisions of the Act and these Articles, the Board of Directors may issue redeemable or convertible preference shares to such persons, on such terms and conditions and at such times as Directors think fit either at premium or at par, and with full power to give any person the option to call for or be allotted shares of the company either at premium or at par, such option being exercisable at such times and for such consideration as the Board thinks fit.

9. Voting rights of preference shares

The holder of Preference Shares shall have a right to vote only on Resolutions, which directly affect the rights attached to his Preference Shares.

10. Provisions to apply on issue of Redeemable Preference Shares

On the issue of redeemable preference shares under the provisions of Article 7 hereof, the following provisions-shall take effect:

(a) No such Shares shall be redeemed except out of profits of which would otherwise be available for dividend or out of proceeds of a fresh issue of shares made for the purpose of the redemption;

(b) No such Shares shall be redeemed unless they are fully paid;

(c) Subject to section 55(2)(d)(i) 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 security premium account, before the Shares are redeemed;

(d) Where any such Shares are redeemed otherwise then 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 55of the Act apply as if the Capital Redemption Reserve Account were paid-up share capital of the Company; and

(e) Subject to the provisions of Section 55 of the Act, the redemption of preference shares hereunder may be effected in accordance with the terms and conditions of their issue and in the absence of any specific terms and conditions in that behalf, in such manner as the Directors may think fit. The reduction of Preference Shares under the provisions by the Company shall not be taken as reducing the amount of its Authorized Share Capital.

11. Reduction of capital

The Company may (subject to the provisions of sections 52, 55, 66, both inclusive, and other applicable provisions, if any, of the Act) from time to time by Special Resolution reduce:

(a) the share capital;
(b) any capital redemption reserve account; or
(c) any security premium account

In any manner for the time being, authorized by law and in particular capital may be paid off on the footing that it may be called up again or otherwise. This Article is not to derogate from any power the Company would have, if it were omitted.

12. Terms of issue of Debentures

Any debentures, debenture-stock or other securities may be issued at a discount, premium or otherwise and may be issued on condition that they shall be convertible into shares of any denomination and with any privileges and conditions as to redemption, surrender, drawing, allotment of shares, attending (but not voting) at the General Meeting, appointment of Directors and otherwise. Debentures with the right to conversion into or allotment of shares shall be issued only with the consent of the Company in the General Meeting by a Special Resolution.

13. Issue of Sweat Equity Shares

The Company may exercise the powers of issuing sweat equity shares conferred by Section 54 of the Act of a class of shares already issued subject to such conditions as may be specified in that sections and rules framed thereunder.

14. ESOP

The Company may issue shares to Employees including its Directors other than independent directors and such other persons as the rules may allow, under Employee Stock Option Scheme (ESOP) or any other scheme, if authorized by a Special Resolution of the Company in general meeting subject to the provisions of the Act, the Rules and applicable guidelines made there under, by whatever name called.

15. Buy Back of shares

Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force, the company may purchase its own shares or other specified securities.

16. Consolidation, Sub-Division and Cancellation

Subject to the provisions of Section 61 of the Act, the Company in general meeting may, from time to time, sub-divide or consolidate all or any of the share capital into shares of larger amount than its existing share or sub-divide its shares, or any of them into shares of smaller amount than is fixed by the Memorandum; subject nevertheless, to the provisions of clause (d) of sub-section (1) of Section 61; Subject as aforesaid the Company in general meeting may also cancel shares which 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.

17. Issue of Depository Receipts

Subject to compliance with applicable provision of the Act and rules framed thereunder the company shall have power to issue depository receipts in any foreign country.

18. Issue of Securities

Subject to compliance with applicable provision of the Act and rules framed thereunder the company shall have power to issue any kind of securities as permitted to be issued under the Act and rules framed thereunder.

19. Register of Members

The Company shall cause to be kept a register and index of members in accordance with all applicable provisions of the Companies Act, 2013 and the Depositories Act, 1996 with details of shares held in physical and dematerialised forms in any medium as may be permitted by law including in any form of electronic medium. The Company shall be entitled to keep in any State or Country outside India a branch Register of Members Resident in that State or Country.

MODIFICATION OF CLASS RIGHTS

20. Modification of rights.

(a) 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 privileges attached to any class (unless otherwise provided by the terms of issue of the shares of the class) may, subject to the provisions of Section 48 of the Act and whether or not the Company is being wound-up, be varied, modified or dealt, with the consent in writing of the holders of not less than three-fourths of the issued shares of that class or with the sanction of a Special Resolution passed at a separate general meeting of the holders of the shares of that class. The provisions of these Articles relating to general meetings shall mutatis mutandis apply to every such separate class of meeting.

Provided that if variation by one class of shareholders affects the rights of any other class of shareholders, the consent of three-fourths of such other class of shareholders shall also be obtained and the provisions of this section shall apply to such variation.

New Issue of Shares not to affect rights attached to existing shares of that class.

(b) The rights conferred upon the holders of the Shares including Preference Share, if any) of any class issued with preferred or other rights or privileges shall, unless otherwise expressly provided by the terms of the issue of shares of that class, be deemed not to be modified, commuted, affected, abrogated, dealt with or varied by the creation or issue of further shares ranking pari passu therewith.

21. 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 and at such time as they may from time to time think fit and with the sanction of the company in the General Meeting to give to any person or persons the option or right to call for any shares either at par or premium during such time and for such consideration as the Directors think fit, and may issue and allot shares in the capital of the company on payment in full or part of any property sold and transferred or for any services rendered to the company in the conduct of its business and any shares which may so be allotted may be issued as fully paid up shares and if so issued, shall be deemed to be fully paid shares.

PROVIDED THAT option or right to call of shares shall not be given to any person or persons without the sanction of the company in the General Meeting.

22. Power to issue shares on preferential basis.

The Company may issue shares or other securities in any manner whatsoever including by way of a preferential offer, to any persons whether or not those persons include the persons referred to in clause (a) or clause (b) of sub-section (1) of section 62 subject to compliance with section 42 and 62 of the Act and rules framed thereunder.

23. Shares should be Numbered progressively and no share to be subdivided.

The shares in the capital shall be numbered progressively according to their several denominations, and except in the manner hereinbefore mentioned no share shall be sub-divided. Every forfeited or surrendered share shall continue to bear the number by which the same was originally distinguished.

24. Acceptance of Shares.

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 name is on the Register shall for the purposes of these Articles, be a Member.

25. Directors may allot shares as full paid-up

Subject to the provisions of the Act and these Articles, the Directors may allot and issue shares in the Capital of the Company as payment or part payment for any property (including goodwill of any business) sold or transferred, goods or machinery supplied or for services rendered to the Company either in or about the formation or promotion of the Company or 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 aforesaid.

26. Deposit and call etc.to be a debt payable immediately.

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 shall become a debt due to and recoverable by the Company from the allottee thereof, and shall be paid by him, accordingly.

27. Liability of Members.

Every Member, or his heirs, executors, administrators, or legal representatives, shall pay to the Company the portion of the Capital represented by his share or shares which may, for the time being, remain unpaid thereon, in such amounts at such time or times, and in such manner as the Board shall, from time to time in accordance with the Company's regulations, require on date fixed for the payment thereof.

28. Registration of Shares.

Shares may be registered in the name of any limited company or other corporate body but not in the name of a firm, an insolvent person or a person of unsound mind.

RETURN ON ALLOTMENTS TO BE MADE OR RESTRICTIONS ON ALLOTMENT

29. The Board shall observe the restrictions as regards allotment of shares to the public, and as regards return on allotments contained in Section 39 of the Act

CERTIFICATES

30. Share Certificates.

(a) Every member shall be entitled, without payment, to one or more certificates in marketable lots, for all the shares of each class or denomination registered in his name, or if the Directors so approve (upon paying such fee as provided in the relevant laws) to several certificates, each for one or more of such shares and the company shall complete and have ready for delivery such certificates within three months from the date of allotment, unless the conditions of issue thereof otherwise provide, or within two months of the receipt of application for registration of transfer, transmission, sub-division, consolidation or renewal of any of its shares as the case may be. Every certificate of shares shall be under the seal of the company and shall specify the number and distinctive numbers of shares in respect of which it is issued and amount paid-up thereon and shall be in such form as the directors may prescribe and 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 or several joint holders shall be a sufficient delivery to all such holder.

(b) Any two or more joint allottees of shares shall, for the purpose of this Article, be treated as a single member, and the certificate of any shares which may be the subject of joint ownership, may be delivered to anyone of such joint owners on behalf of all of them. For any further certificate the Board shall be entitled, but shall not be bound, to prescribe a charge not exceeding Rupees Fifty. The Company shall comply with the provisions of Section 39 of the Act.

31. Issue of new certificates in place of those defaced, lost or destroyed.

(a) If any certificate be worn out, defaced, mutilated or torn or 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 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.

(b) Every certificate under the article shall be issued without payment of fees if the Directors so decide, or on payment of such fees (not exceeding ₹ 2 for each certificate) as the Directors shall prescribe.

PROVIDED THAT no fee shall be charged for issue of new certificates in replacement of those which are old, defaced or worn out or where there is no further space on the back thereof for endorsement of transfer and that fees will also not be charged for registration of transfer, transmission, succession certificate, certificate of death or marriage.

FURTHER PROVIDED THAT notwithstanding what is stated above, the Directors shall comply with such rules or regulation or requirements of any Stock Exchange or the rules made under the Companies Act, 2013 or rules made under Securities Contracts (Regulation) Act, 1956 or any other act, or rules applicable thereof in this behalf.

(c) The provision of this Article shall mutatis mutandis apply to debentures of the company.

32. The first named joint holder deemed Sole holder.

(a) If any share stands in the names of two or more persons, the person first named in the Register shall as regard receipts of dividends or bonus or service of notices and all or any other matter connected with the Company except voting at meetings, and the transfer of the shares, be deemed sole holder thereof but the joint-holders of a share shall be severally as well as jointly liable for the payment of all calls and other payments due in respect of such share and for all incidentals thereof according to the Company's regulations.

Maximum number of joint holders.

(b) The Company shall not be bound to register more than three persons as the joint holders of any share.

33. Company not bound to recognise any interest in share other than that of registered holders.

Except as ordered by a Court of competent jurisdiction or as by law required, the Company shall not be bound to recognise any equitable, contingent, future or partial interest in any share, or (except only as is by these Articles otherwise expressly provided) any right in respect of a share other than an absolute right thereto, in accordance with these Articles, in the person from time to time registered as the holder thereof but the Board shall be at liberty at its sole discretion to register any share in the joint names of any two or more persons or the survivor or survivors of them.

34. Instalment on shares to be duly paid.

If by the conditions of allotment of any share the whole or part of the amount or issue price thereof shall be payable by instalment, every such instalment shall when due be paid to the Company by the person who for the time being and from time to time shall be the registered holder of the share or his legal representative.

UNDERWRITING AND BROKERAGE

Commission

Subject to the provisions of Section 40 (6) of the Act, the Company may at any time pay a commission to any person in consideration of his subscribing or agreeing, to subscribe (whether absolutely or conditionally) for any shares or debentures in the Company, or procuring, or agreeing to procure subscriptions (whether absolutely or conditionally) for any shares or debentures in the Company but so that the commission shall not exceed the maximum rates laid down by the Act and the rules made in that regard. Such commission may be satisfied by payment of cash or by allotment of fully or partly paid shares or partly in one way and partly in the other.

Brokerage

The Company may pay on any issue of shares and debentures such brokerage as may be reasonable and lawful.

CALLS

Directors may make calls

(1) The Board may, from time to time, subject to the terms on which any shares may have been issued and subject to the conditions of allotment, by a resolution passed at a meeting of the Board and not by a circular resolution, make such calls as it thinks fit, upon the Members in respect of all the moneys unpaid on the shares held by them respectively and each Member shall pay the amount of every call so made on him to the persons and at the time and places appointed by the Board.

(2) A call may be revoked or postponed at the discretion of the Board.

(3) A call may be made payable by instalments.

Notice of Calls

Fifteen days' notice in writing of any call shall be given by the Company specifying the time and place of payment, and the person or persons to whom such call shall be paid.

Calls to date from resolution.

A call shall be deemed to have been made at the time when the resolution of the Board of Directors authorising such call was passed and may be made payable by the members whose names appear on the Register of Members on such date or at the discretion of the Directors on such subsequent date as may be fixed by Directors.

Calls on uniform basis.

Whenever any calls for further share capital are made on shares, such calls shall be made on uniform basis on all shares falling under the same class. For the purposes of this Article shares of the same nominal value of which different amounts have been paid up shall not be deemed to fall under the same class.

Directors may extend time.

The Board may, from time to time, at its discretion, extend the time fixed for the payment of any call and may extend such time as to all or any of the members who on account of the residence at a distance or other cause, which the Board may deem fairly entitled to such extension, but no member shall be entitled to such extension save as a matter of grace and favour.

Calls to carry interest.

If any Member fails to pay any call due from him on the day appointed for payment thereof, or any such extension thereof as aforesaid, he shall be liable to pay interest on the same from the day appointed for the payment thereof to the time of actual payment at such rate as shall from time to time be fixed by the Board not exceeding 21% per annum but nothing in this Article shall render it obligatory for the Board to demand or recover any interest from any such member.

Sums deemed to be calls.

If by the terms of issue of any share or otherwise any amount is made payable at any fixed time or by instalments at fixed time (whether on account of the amount of the share or by way of premium) every such amount or instalment shall be payable as if it were a call duly made by the Directors and of which due notice has been given and all the provisions herein contained in respect of calls shall apply to such amount or instalment accordingly.

Proof on trial of suit for money due on shares.

On the trial or hearing of any action or suit brought by the Company against any Member or his representatives for the recovery of any money claimed to be due to the Company in respect of his shares, if shall be sufficient to prove that the name of the Member in respect of whose shares the money is sought to be recovered, appears entered on the Register of Members as the holder, at or subsequent to the date at which the money is sought to be recovered is alleged to have become due on the share in respect of which such money is sought to be recovered in the Minute Books: and that notice of such call was duly given to the Member or his representatives used in pursuance of these Articles: and that it shall not be necessary to prove the appointment of the Directors who made such call, nor that a quorum of Directors was present at the Board at 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.

Judgment, decree, partial payment motto proceed for forfeiture.

Neither a judgment nor a decree in favour of the Company for calls or other moneys due in respect of any shares nor any part payment or satisfaction thereunder nor 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 forfeiture of such shares as hereinafter provided.

Payments in Anticipation of calls may carry interest

(a) The Board may, if it thinks fit, receive from any Member willing to advance the same, all or any part of the amounts of his respective shares beyond the sums, actually called up and upon the moneys so paid in advance, or upon so much thereof, from time to time, and at any time thereafter as exceeds the amount of the calls then made upon and due in respect of the shares on account of which such advances are made the Board may pay or allow interest, at such rate as the member paying the sum in advance and the Board agree upon. The Board may agree to repay at any time any amount so advanced or may at any time repay the same upon giving to the Member three months' notice in writing: provided that moneys paid in advance of calls on shares may carry interest but shall not confer a right to dividend or to participate in profits.

(b) No Member paying any such sum in advance shall be entitled to voting rights in respect of the moneys so paid by him until the same would but for such payment become presently payable.

(c) The provisions of this Article shall mutatis mutandis apply to calls on debentures issued by the Company.

LIEN

Company to have Lien on shares/debentures.

The Company shall have a first and paramount lien upon all the shares/debentures (other than fully paid-up shares/debentures) registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale thereof for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such shares/debentures and no equitable interest in any share shall be created except upon the footing and condition that this Article will have full effect and such lien shall extend to all dividends and bonuses from time to time declared in respect of such shares/debentures. Unless otherwise agreed the registration of a transfer of shares/debentures shall operate as a waiver of the Company's lien if any, on such shares/debentures. The Directors may at any time declare any shares/debentures wholly or in part to be exempt from the provisions of this clause.

Fully paid shares to be free from all lien

Fully paid shares of the Company shall be free from all lien. In the case of partly paid shares, the Company's lien shall be restricted to moneys called or payable at a fixed time in respect of such shares.

As to enforcing lien by sale.

For the purpose of enforcing such lien the Directors may sell the shares subject thereto in such manner as they shall think fit, but no sale shall be made until such period as aforesaid shall have arrived and until notice in writing of the intention to sell shall have been served on such member or the person (if any) entitled by transmission to the shares and default shall have been made by him in payment, fulfillment of discharge of such debts, liabilities or engagements for seven days after such notice. To give effect to any such sale the Board may authorise some person to transfer the shares sold to the purchaser thereof and purchaser shall be registered as the holder of the shares comprised in any such transfer. Upon any such sale as the Certificates in respect of the shares sold shall stand cancelled and become null and void and of no effect, and the Directors shall be entitled to issue a new Certificate or Certificates in lieu thereof to the purchaser or purchasers concerned.

Application of proceeds of sale.

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 lien for sums not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

FORFEITURE AND SURRENDER OF SHARES

If call or instalment not paid, notice may be given.

If any Member fails to pay the whole or any part of any call or instalment or any moneys due in respect of any shares either by way of principal or interest on or before the day appointed for the payment of the same, the Directors may, at any time thereafter, during such time as the call or instalment or any part thereof or other moneys as aforesaid remains unpaid or a judgment or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on such Member or on the person (if any) entitled to the shares by transmission, requiring him to pay such call or instalment of such part thereof or other moneys as remain unpaid together with any interest that may have accrued and all reasonable expenses (legal or otherwise) that may have been accrued by the Company by reason of such non-payment. Provided that no such shares shall be forfeited if any moneys shall remain unpaid in respect of any call or instalment or any part thereof as aforesaid by reason of the delay occasioned in payment due to the necessity of complying with the provisions contained in the relevant exchange control laws or other applicable laws of India, for the time being in force.

Terms of notice.

The notice shall name a day (not being less than fourteen days from the date of notice) and a place or places on and at which such call or instalment and such interest thereon as the Directors shall determine from the day on which such call or instalment ought to have been paid and expenses as aforesaid are to be paid.

The notice shall also state that, in the event of the non-payment at or before the time and at the place or places appointed, the shares in respect of which the call was made or instalment is payable will be liable to be forfeited.

On default of payment, shares to be forfeited.

If the requirements of any such notice as aforesaid shall not be complied with, every or any share in respect of which such notice has been given, may at any time thereafter but before payment of all calls or instalments, interest and expenses, due in respect thereof, be forfeited by resolution of the Board to that effect. Such forfeiture shall include all dividends declared or any other moneys payable in respect of the forfeited share and not actually paid before the forfeiture.

Notice of forfeiture to a Member

When any shares have been forfeited, notice of the forfeiture shall be given to the member in whose name it stood immediately prior to the forfeiture, and an entry of the forfeiture, with the date thereof shall forthwith be made in the Register of Members.

Forfeited shares to be property of the Company and may be sold etc.

Any shares 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 thereof or to any other person, upon such terms and in such manner as the Board in their absolute discretion shall think fit.

Members still liable to pay money owing at time of forfeiture and interest.

Any Member whose shares have been forfeited shall notwithstanding the forfeiture, be liable to pay and shall forthwith pay to the Company, on demand all calls, instalments, interest and expenses owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of the forfeiture until payment, at such rate as the Board may determine and the Board may enforce the payment of the whole or a portion thereof as if it were a new call made at the date of the forfeiture, but shall not be under any obligation to do so.

Effect of forfeiture.

The forfeiture shares shall involve extinction at the time of the forfeiture, of all interest in all claims and demand against the Company, in respect of the share and all other rights incidental to the share, except only such of those rights as by these Articles are expressly saved.

Evidence of Forfeiture.

A declaration in writing that the declarant is a Director or Secretary of the Company and that shares in the Company have been duly forfeited in accordance with these articles 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 shares.

Title of purchaser and allottee of Forfeited shares.

The Company may receive the consideration, if any, given for the share on any sale, re-allotment or other disposition thereof and the person to whom such share is sold, re-allotted or disposed of may be registered as the holder of the share and he shall not be bound to see to the application of the consideration: if any, nor shall his title to the share be affected by any irregularly or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or other disposal of the shares.

Cancellation of share certificate in respect of forfeited shares.

Upon any sale, re-allotment or other disposal under the provisions of the preceding Article, the certificate or certificates originally issued in respect of the relative shares shall (unless the same shall on demand by the Company have been previously surrendered to it by the defaulting member) stand cancelled and become null and void and of no effect, and the Directors shall be entitled to issue a duplicate certificate or certificates in respect of the said shares to the person or persons entitled thereto.

Forfeiture may be remitted.

In the meantime and until any share so forfeited shall be sold, re-allotted, or otherwise dealt with as aforesaid, the forfeiture thereof may, at the discretion and by a resolution of the Directors, be remitted as a matter of grace and favour, and not as was owing thereon to the Company at the time of forfeiture being declared with interest for the same unto the time of the actual payment thereof if the Directors shall think fit to receive the same, or on any other terms which the Director may deem reasonable.

Validity of sale

Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers hereinbefore given, the Board may appoint some person to execute an instrument of transfer of the Shares sold and cause the purchaser's name to be entered in the Register of Members in respect of the Shares sold, and the purchasers 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 Members in respect of such Shares, the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

Surrender of shares.

The Directors may, subject to the provisions of the Act, accept a surrender of any share from or by any Member desirous of surrendering on such terms the Directors may think fit.

TRANSFER AND TRANSMISSION OF SHARES

Execution of the instrument of shares.

(a) The instrument of transfer of any share in or debenture of the Company shall be executed by or on behalf of both the transferor and transferee.

(b) The transferor shall be deemed to remain a holder of the share or debenture until the name of the transferee is entered in the Register of Members or Register of Debenture holders in respect thereof.

Transfer Form.

The instrument of transfer of any share or debenture shall be in writing and all the provisions of Section 56 and statutory modification thereof including other applicable provisions of the Act shall be duly complied with in respect of all transfers of shares or debenture and registration thereof.

The instrument of transfer shall be in a common form approved by the Exchange.

Transfer not to be registered except on production of instrument of transfer.

The Company shall not register a transfer in the Company other than the transfer between persons both of whose names are entered as holders of beneficial interest in the records of a depository, 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 or if no such share certificate is in existence along with the letter of allotment of the shares: Provided that where, on an application in writing made to the Company by the transferee and bearing the stamp, required for an instrument of transfer, it is proved to the satisfaction of the Board of Directors that the instrument of transfer signed by or on behalf of the transferor and by or on behalf of the transferee has been lost, the Company may register the transfer on such terms as to indemnity as the Board may think fit, provided further that nothing in this Article shall prejudice any power of the Company to register as shareholder any person to whom the right to any shares in the Company has been transmitted by operation of law.

Directors may refuse to register transfer.

Subject to the provisions of Section 58 and 59 of the Act and Section 22A of the Securities Contracts (Regulation) Act, 1956, these Articles and other applicable provisions of the Act, the Directors may, whether in pursuance of any power of the company under these Articles or otherwise, decline to register the transfer of, or the transmission by operation of law of the right to, any shares, or interest of a Member therein, or debentures of the Company. The Company shall, within one month from the date on which the instrument of transfer, or the intimation of such transmission, as the case may be, was delivered to Company, send notice of the refusal to the transferee and the transferor or to the person giving intimation of such transmission, as the case may be, giving reasons for such refusal.

PROVIDED THAT registration of transfer shall however 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.

Notice of refusal to be given to transferor and transferee.

If the Company refuses to register the transfer of any share or transmission of any right therein, the Company shall within one month from the date on which the instrument of transfer or intimation of transmission was lodged with the Company, send notice of refusal to the transferee and transferor or to the person giving intimation of the transmission, as the case may be, and there upon the provisions of Section 56 of the Act or any statutory modification thereof for the time being in force shall apply.

No fee on transfer.

No fee shall be charged for registration of transfer, transmission, Probate, Succession Certificate and letter of administration, Certificate of Death or Marriage, Power of Attorney or similar other document with the Company.

Closure of Register of Members or debenture holder or other security holders

The Board of Directors shall have power on giving not less than seven days pervious notice in accordance with section 91 and rules made thereunder close the Register of Members and/or the Register of debentures holders and/or other security 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 at a time, and not exceeding in the aggregate forty five days in each year as it may seem expedient to the Board.

Custody of transfer Deeds.

The instrument of transfer shall after registration be retained by the Company and shall remain in its 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 the transfer deeds with the Company after such period as they may determine.

Application for transfer of partly paid shares.

Where an application of transfer relates to partly paid shares, the transfer shall not be registered unless the Company gives notice of the application to the transferee and the transferee makes no objection to the transfer within two weeks from the receipt of the notice.

Notice to transferee.

For this purpose the notice to the transferee shall be deemed to have been duly given if it is dispatched by prepaid registered post/speed post/ courier 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 in the ordinary course of post.

Recognition of legal representative.

(a) On the death of a Member, the survivor or survivors, where the Member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only person recognized by the Company as having any title to his interest in the shares.

(b) Before recognising any executor or administrator or legal representative, the Board may require him to obtain a Grant of Probate or Letters Administration or other legal representation as the case may be, from some competent court in India.

Provided nevertheless that in any case where the Board in its absolute discretion thinks fit, it shall be lawful for the Board to dispense with the production of Probate or letter of Administration or such other legal representation upon such terms as to indemnity or otherwise, as the Board in its absolute discretion, may consider adequate

(c) Nothing in clause (a) above shall release the estate of the deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.

Titles of Shares of deceased Member

The Executors or Administrators of a deceased Member or holders of a Succession Certificate or the Legal Representatives in respect of the Shares of a deceased Member (not being one of two or more joint holders) shall be the only persons recognized by the Company as having any title to the Shares registered in the name of such Members, and the Company shall not be bound to recognize such Executors or Administrators or holders of Succession Certificate or the Legal Representative unless such Executors or Administrators or Legal Representative shall have first obtained Probate or Letters of Administration or Succession Certificate as the case may be from a duly constituted Court in the Union of India provided that in any case where the Board of Directors in its absolute discretion thinks fit, the Board upon such terms as to indemnity or otherwise as the Directors may deem proper dispense with production of Probate or Letters of Administration or Succession Certificate and register Shares standing in the name of a deceased Member, as a Member. However, provisions of this Article are subject to Section 72 of the Act.

Notice of application when to be given

Where, in case of partly paid Shares, an application for registration is made by the transferor, the Company shall give notice of the application to the transferee in accordance with the provisions of Section 56 of the Act.

Registration of persons entitled to share otherwise than by transfer. (transmission clause).

Subject to the provisions of the Act and these Articles, any person becoming entitled to any share in consequence of the death, lunacy, bankruptcy, insolvency of any member or by any lawful means other than by a transfer in accordance with these presents, may, with the consent of the Directors (which they shall not be under any obligation to give) upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article or of this title as the Director shall require either be registered as member in respect of such shares or elect to have some person nominated by him and approved by the Directors registered as 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 favour of his nominee an instrument of transfer in accordance so he shall not be freed from any liability in respect of such shares. This clause is hereinafter referred to as the 'Transmission Clause'.

Refusal to register nominee.

Subject to the provisions of the Act and these Articles, the Directors shall have the same right to refuse or suspend register a person entitled by the transmission to any shares or his nominee as if he were the transferee named in an ordinary transfer presented for registration.

Board may require evidence of transmission.

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.

Company not liable for disregard of a notice prohibiting registration of transfer

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 thereof (as shown or appearing in the Register or Members) to the prejudice of persons having or claiming any equitable right, title or interest to or in the same 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 or referred thereto in any book of the Company and the Company shall not be bound or require to regard or attend or give effect to any notice which may be given to them 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.

Form of transfer Outside India.

In the case of any share registered in any register maintained outside India the instrument of transfer shall be in a form recognized by the law of the place where the register is maintained but subject thereto shall be as near to the form prescribed in Form no. SH-4 hereof as circumstances permit.

No transfer to insolvent etc.

No transfer shall be made to any minor, insolvent or person of unsound mind.

NOMINATION

Nomination

i) Notwithstanding anything contained in the articles, every holder of securities of the Company may, at any time, nominate a person in whom his/her securities shall vest in the event of his/her death and the provisions of Section 72 of the Companies Act, 2013shall apply in respect of such nomination.

ii) No person shall be recognized by the Company as a nominee unless an intimation of the appointment of the said person as nominee has been given to the Company during the lifetime of the holder(s) of the securities of the Company in the manner specified under Section 72of the Companies Act, 2013 read with Rule 19 of the Companies (Share Capital and Debentures) Rules, 2014

iii) The Company shall not be in any way responsible for transferring the securities consequent upon such nomination.

iv) lf the holder(s) of the securities survive(s) nominee, then the nomination made by the holder(s) shall be of no effect and shall automatically stand revoked.

Transmission of Securities by nominee

A nominee, upon production of such evidence as may be required by the Board and subject as hereinafter provided, elect, either-

(i) to be registered himself as holder of the security, as the case may be; or

(ii) to make such transfer of the security, as the case may be, as the deceased security holder, could have made;

(iii) if the nominee elects to be registered as holder of the security, himself, as the case may be, 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 security holder as the case may be;

(iv) a nominee shall be entitled to the same dividends and other advantages to which he would be entitled to, if he were the registered holder of the security except that he shall not, before being registered as a member in respect of his security, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company.

PROVIDED FURTHER 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 or debenture, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other moneys payable or rights accruing in respect of the share or debenture, until the requirements of the notice have been complied with.

DEMATERIALISATION OF SHARES

Dematerialisation of Securities

1) Notwithstanding anything contained herein, the Company shall be entitled to dematerialize its shares, debentures and other securities pursuant to the Depositories Act, 1996.

2) Every Person subscribing to the Shares offered by the Company shall have the option to receive Share certificates or to hold the Shares with a depository. Where Person opts to hold any Share with the depository, the Company shall intimate such depository of details of allotment of the Shares to enable the depository to enter in its records the name of such Person as the beneficial owner of such Shares. Such a Person who is the beneficial owner of the Shares can at any time opt out of a depository, if permitted by the law, in respect of any Shares in the manner provided by the Depositories Act, 1996 and the regulations made thereunder and the Company shall in the manner and within the time prescribed, issue to the beneficial owner the required certificate of Shares. In the case of transfer of Shares or other marketable securities where the Company has not issued any certificates and where such Shares or securities are being held in an electronic and fungible form, the provisions of the Depositories Act shall apply.

3) If a Person opts to hold his Shares with a depository, the Company shall intimate such depository the details of allotment of the Shares, and on receipt of the information, the depository shall enter in its record the name of the allottee as the beneficial owner of the Shares.

4) Subject to the applicable provisions of the Act, either the Company or the investor may exercise an option to issue, deal in , hold the securities (including shares) with a depository in electronic form and the certificates in respect thereof shall be dematerialized, in which event the rights and obligations of the parties concerned and matters connected therewith or incidental thereto shall be governed by the provisions of the Depositories Act, 1996 as amended from time to time or any statutory modification thereto or re-enactment thereof.

5) All Shares held by a depository shall be dematerialized and shall be in a fungible form.

6) Notwithstanding anything to the contrary contained in the Act or the Articles, a depository shall be deemed to be the registered owner for the purposes of effecting any transfer of ownership of Shares on behalf of the beneficial owner.

7) Save as otherwise provided in (6) above, the depository as the registered owner of the Shares shall not have any voting rights or any other rights in respect of Shares held by it.

8) Every person holding Shares of the Company and whose name is entered as the beneficial owner in the records of the depository shall be deemed to be the owner of such Shares and shall also be deemed to be a Shareholder of the Company. The beneficial owner of the Shares shall be entitled to all the liabilities in respect of his Shares which are held by a depository. The Company shall be further entitled to maintain a register of Members with the details of Members holding Shares both in material and dematerialized form in any medium as permitted by law including any form of electronic medium.

9) Notwithstanding anything in the Act or the Articles to the contrary, where Shares are held in a depository, the records of the beneficial ownership may be served by such depository on the Company by means of electronic mode or by delivery of disks, drives or any other mode as prescribed by law from time to time.

10) Nothing contained in the Act or the Articles regarding the necessity to have distinctive numbers for securities issued by the Company shall apply to securities held with a depository.

11) The Company shall cause to be kept a register and index of members in accordance with all applicable provisions of the Act and the Depositories Act, 1996, containing details of shares and debentures held in materialized and dematerialized forms in any media as may be permitted by law(s) including any form of electronic media.

12) The Company shall have the power to keep in any state or country outside India a branch register resident in that state or country.

JOINT HOLDER

Joint Holders

Where two or more persons are registered as the holders of any share, they shall be deemed to hold the same as joint Shareholders with benefits of survivorship subject to the following and other provisions contained in these Articles.

Joint and several liabilities for all payments in respect of shares.

(a) The Joint holders of any share shall be liable severally as well as jointly for and in respect of all calls and other payments which ought to be made in respect of such share.

Title of survivors.

(b) on the death of any such joint holders the survivor or survivors shall be the only person recognized by the Company as having any title to the share but the Board may require such evidence of death as it may deem fit and nothing herein contained shall be taken to release the estate of a deceased joint holder from any liability of shares held by them jointly with any other person;

Receipts of one sufficient.

(c) Any one of two or more joint holders of a share may give effectual receipts of any dividends or other moneys payable in respect of share; and

Delivery of certificate and giving of notices to first named holders.

(d) only the person whose name stands first in the Register of Members as one of the joint holders of any share shall be entitled to delivery of the certificate relating to such share or to receive documents from the Company and any such document served on or sent to such person shall deemed to be service on all the holders.

SHARE WARRANTS

Power to issue share warrants

The Company may issue warrants subject to and in accordance with provisions of the Act and accordingly the Board may in its discretion with respect to any Share which is fully paid upon application in writing signed by the persons registered as holder of the Share, and authenticated by such evidence(if any) as the Board may, from time to time, require as to the identity of the persons signing the application and on receiving the certificate (if any) of the Share, and the amount of the stamp duty on the warrant and such fee as the Board may, from time to time, require, issue a share warrant.

Deposit of share warrants

(a) The bearer of a share warrant may at any time deposit the warrant at the Office of the Company, and so long as the warrant remains so deposited, the depositor shall have the same right of signing a requisition for call in a meeting of the Company, and of attending and voting and exercising the other privileges of a Member at any meeting held after the expiry of two clear days from the time of deposit, as if his name were inserted in the Register of Members as the holder of the Share included in the deposit warrant.

(b) Not more than one person shall be recognized as depositor of the Share warrant.

(c) The Company shall, on two day's written notice, return the deposited share warrant to the depositor.

Privileges and disabilities of the holders of share warrant

(a) Subject as herein otherwise expressly provided, no person, being a bearer of a share warrant, shall sign a requisition for calling a meeting of the Company or attend or vote or exercise any other privileges of a Member at a meeting of the Company, or be entitled to receive any notice from the Company.

(b) The bearer of a share warrant shall be entitled in all other respects to the same privileges and advantages as if he were named in the Register of Members as the holder of the Share included in the warrant, and he shall be a Member of the Company.

Issue of new share warrant coupons

The Board may, from time to time, make bye-laws as to terms on which (if it shall think fit), a new share warrant or coupon may be issued by way of renewal in case of defacement, loss or destruction.

CONVERSION OF SHARES INTO STOCK

Conversion of shares into stock or reconversion.

The Company may, by ordinary resolution in General Meeting.

a) convert any fully paid-up shares into stock; and

b) re-convert any stock into fully paid-up shares of any denomination.

Transfer of stock.

The holders of stock may transfer the same or any part thereof in the same manner as and subject to the same regulation under which the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit, provided that, the Board may, from time to time, fix the minimum amount of stock transferable so however that such minimum shall not exceed the nominal amount of the shares from which the stock arose.

Rights of stock holders.

The holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, participation in profits, voting at meetings of the Company, and other matters, as if they hold the shares for which the stock arose but no such privilege or advantage shall be conferred by an amount of stock which would not, if existing in shares , have conferred that privilege or advantage.

Regulations.

Such of the regulations of the Company (other than those relating to share warrants), as are applicable to paid up share shall apply to stock and the words “share” and “shareholders” in those regulations shall include “stock” and “stockholders” respectively.

BORROWING POWERS

Power to borrow.

Subject to the provisions of the Act and these Articles, the Board may, from time to time at its discretion, by a resolution passed at a meeting of the Board generally raise or borrow money by way of deposits, loans, overdrafts, cash credit or by issue of bonds, debentures or debenture-stock (perpetual or otherwise) or in any other manner, or from any person, firm, company, co-operative society, any body corporate, bank, institution, whether incorporated in India or abroad, Government or any authority or any other body for the purpose of the Company and may secure the payment of any sums of money so received, raised or borrowed; provided that the total amount borrowed by the Company (apart from temporary loans obtained from the Company's Bankers in the ordinary course of business) shall not without the consent of the Company in General Meeting exceed the aggregate of the paid up capital of the Company and its free reserves that is to say reserves not set apart for any specified purpose.

Issue of discount etc. or with special privileges.

Subject to the provisions of the Act and these Articles, any bonds, debentures, debenture-stock or any other securities may be issued at a discount, premium or otherwise and with any special privileges and conditions as to redemption, surrender, allotment of shares, appointment of Directors or otherwise; provided that debentures with the right to allotment of or conversion into shares shall not be issued except with the sanction of the Company in General Meeting.

Securing payment or repayment of Moneys borrowed.

The payment and/or repayment of moneys borrowed or raised as aforesaid or any moneys owing otherwise or debts due from the Company may be secured in such manner and upon such terms and conditions in all respects as the Board may think fit, and in particular by mortgage, charter, lien or any other security upon all or any of the assets or property (both present and future) or the undertaking of the Company including its uncalled capital for the time being, or by a guarantee by any Director, Government or third party, and the bonds, debentures and debenture stocks and other securities may be made assignable, free from equities between the Company and the person to whom the same may be issued and also by a similar mortgage, charge or lien to secure and guarantee, the performance by the Company or any other person or company of any obligation undertaken by the Company or any person or Company as the case may be.

Bonds, Debentures etc. to be under the control of the Directors.

Any bonds, debentures, debenture-stock or their securities issued or to be issued by the Company shall be under the control of the Board 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.

Mortgage of uncalled Capital.

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 favour such mortgage or security is executed.

Indemnity may be given.

Subject to the provisions of the Act and these Articles if the Directors or any of them or any other person shall incur or be about to incur any liability whether as principal or surely 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.

MEETINGS OF MEMBERS

Distinction between AGM & EGM.

All the General Meetings of the Company other than Annual General Meetings shall be called Extra-ordinary General Meetings.

Extra-Ordinary General Meeting by Board and by requisition

(a) The Directors may, whenever they think fit, convene an Extra-Ordinary General Meeting and they shall on requisition of requisition of Members made in compliance with Section 100 of the Act, forthwith proceed to convene Extra-Ordinary General Meeting of the members

Proceedings at General Meeting

(b) No business shall be transacted at any general meeting unless quorum of members, as stipulated under the provisions of the Act, is present at the time when the meeting proceeds to business.

(c) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103 of the Act.

When a Director or any two Members may call an Extra Ordinary General Meeting

(d) If at any time there are not within India sufficient Directors capable of acting to form a quorum, or if the number of Directors be reduced in number to less than the minimum number of Directors prescribed by these Articles and the continuing Directors fail or neglect to increase the number of Directors to that number or to convene a General Meeting, any Director or any two or more Members of the Company holding not less than one-tenth of the total paid up share capital of the Company may call for an Extra-Ordinary General Meeting in the same manner as nearly as possible as that in which meeting may be called by the Directors.

Length of Notice of general meeting :

A general meeting of the Company may be called by giving at least clear twenty one day's notice in writing or through electronic mode. However, a general meeting may be called after giving shorter notice if consent is given in writing or by electronic mode by not less such number of the members entitled to vote at such meeting as may be specified in the Act and rules thereof.

Provided that where any members of the Company are entitled to vote only on some resolution or resolutions to be moved at meeting and not on 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.
General meeting not to transact business not mentioned in notice.

No General Meeting, Annual or Extraordinary shall be competent to enter upon, discuss or transfer any business which has not been mentioned in the notice or notices upon which it was convened.

Chairman of General Meeting

The Chairman (if any) of the Board of Directors shall be entitled to take the chair at every General Meeting, whether Annual or Extraordinary. If there is no such Chairman of the Board of Directors, or if at any meeting he is not present within fifteen minutes of the time appointed for holding such meeting or if he is unable or unwilling to take the chair, then the Vice Chairman of the Company so shall take the chair and preside the meeting. In the absence of the Vice Chairman as well, the Directors present may choose one of the Directors among themselves to preside the meeting.

Business confined to election of Chairman or Vice Chairman whilst chair is vacant.

No business, except the election of a Chairman or Vice Chairman, shall be discussed at any General Meeting whilst the Chair is vacant.

Chairman with consent may adjourn meeting.

a) The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.

b) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

c) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

d) Save as aforesaid, and as provided in section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

Chairman's casting vote.

In the case of an equality of votes the Chairman shall both on a show of hands, on a poll (if any) and e-voting, have casting vote in addition to the vote or votes to which he may be entitled as a Member.

In what case poll taken without adjournment.

Any poll duly demanded on the election of Chairman or Vice Chairman of the meeting or any question of adjournment shall be taken at the meeting forthwith.

Demand for poll not to prevent transaction of other business.

The demand for a poll except on the question of the election of the Chairman or Vice Chairman and of an adjournment shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.

VOTES OF MEMBERS

Members in arrears not to vote.

No Member shall be entitled to vote either personally or by proxy at any General Meeting or Meeting of a class of shareholders either upon a show of hands, upon a poll or electronically, or be reckoned in a quorum 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 exercised, any right or lien.

Number of votes each member entitled.

Subject to the provision of these Articles and without prejudice to any special privileges, or restrictions as to voting for the time being attached to any class of shares for the time being forming part of the capital of the company, every Member, not disqualified by the last preceding Article shall be entitled to be present, and to speak and to vote at such meeting, and on a show of hands every member present in person shall have one vote and upon a poll the voting right of every Member present in person or by proxy shall be in proportion to his share of the paid-up equity share capital of the Company, Provided, however, if any preference shareholder is present at any meeting of the Company, save as provided in sub-section (2) of Section 47 of the Act, he shall have a right to vote only on resolution placed before the meeting which directly affect the rights attached to his preference shares.

Casting of votes by a member entitled to more than one vote.

On a poll taken at a meeting of the Company a member entitled to more than one vote or his proxy or other person entitled to vote for him, as the case may be, need not, if he votes, use all his votes or cast in the same way all the votes he uses.

Vote of member of unsound mind and of minor

A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, or a minor may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.

Postal Ballot

Notwithstanding anything contained in the provisions of the Companies Act, 2013, and the Rules made there under, the Company may, and in the case of resolutions relating to such business as may be prescribed by such authorities from time to time, declare to be conducted only by postal ballot, shall, get any such business/ resolutions passed by means of postal ballot, instead of transacting the business in the General

Meeting of the Company.

E-Voting

A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.

Votes of joint members.

a) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders. If more than one of the said persons remain present than the senior shall alone be entitled to speak and to vote in respect of such shares, but the other or others of the joint holders shall be entitled to be present at the meeting. Several executors or administrators of a deceased Member in whose name share stands shall for the purpose of these Articles be deemed joints holders thereof.

b) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.

Votes may be given by proxy or by representative

Votes may be given either personally or by attorney or by proxy or in case of a company, by a representative duly Authorised as mentioned in Articles

Representation of a body corporate.

A body corporate (whether a company within the meaning of the Act or not) may, if it is member or creditor of the Company (including being a holder of debentures) authorise such person by resolution of its Board of Directors, as it thinks fit, in accordance with the provisions of Section 113 of the Act to act as its representative at any Meeting of the members or creditors of the Company or debentures holders of the Company. A person authorised by resolution as aforesaid shall be entitled to exercise the same rights and powers (including the right to vote by proxy) on behalf of the body corporate as if it were an individual member, creditor or holder of debentures of the Company.

Members paying money in advance.

(a) A member paying the whole or a part of the amount remaining unpaid on any share held by him although no part of that amount has been called up, shall not be entitled to any voting rights in respect of the moneys paid until the same would, but for this payment, become presently payable.

Members not prohibited if share not held for any specified period.

(b) A member is not prohibited from exercising his voting rights on the ground that he has not held his shares or interest in the Company for any specified period preceding the date on which the vote was taken.

Votes in respect of shares of deceased or insolvent members.

Any person entitled under Article 73 (transmission clause) to transfer any share may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that at least forty-eight hours before the time of holding the meeting or adjourned meeting, as the case may be at which he proposes to vote he shall satisfy the Directors of his right to transfer such shares and give such indemnify (if any) as the Directors may require or the directors shall have previously admitted his right to vote at such meeting in respect thereof.

No votes by proxy on show of hands.

No Member shall be entitled to vote on a show of hands unless such member is present personally or by attorney or is a body Corporate present by a representative duly Authorised under the provisions of the Act in which case such members, attorney or representative may vote on a show of hands as if he were a

Member of the Company. In the case of a Body Corporate the production at the meeting of a copy of such resolution duly signed by a Director or Secretary of such Body Corporate and certified by him as being a true copy of the resolution shall be accepted by the Company as sufficient evidence of the authority of the appointment.

Appointment of a Proxy.

The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.

Form of proxy.

An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105.

Validity of votes given by proxy notwithstanding death of a member.

A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the Member, or revocation of the proxy or of any power of attorney which such proxy signed, or the transfer of the share in respect of which the vote is given, provided that no intimation in writing of the death or insanity, revocation or transfer shall have been received at the office before the meeting or adjourned meeting at which the proxy is used.

Time for objections to votes.

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.

Chairperson of the Meeting to be the judge of validity of any vote.

Any such objection raised to the qualification of any voter in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

DIRECTORS

Number of Directors

Until otherwise determined by a General Meeting of the Company and subject to the provisions of Section 149 of the Act, the number of Directors (including Debenture and Alternate Directors) shall not be less than three and not more than fifteen. Provided that a company may appoint more than fifteen directors after passing a special resolution. 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 applicable law. Further, such appointment of such Independent Directors shall be in terms of, and subject to, the aforesaid provisions of applicable law.

Qualification shares.

A Director of the Company shall not be bound to hold any Qualification Shares in the Company.

Nominee Directors.

(a) Subject to the provisions of the Companies Act, 2013 and notwithstanding anything to the contrary contained in these Articles, so long as any moneys remain owing by the Company to the financing company or body or financing corporation or credit corporation or bank or any insurance corporation (each such financing company or body or financing corporation or credit corporation or bank or any insurance corporation is hereinafter referred to as financial institution) out of any loans granted by the financial institution to the Company or so long as the financial institution hold Shares in the Company as a result of underwriting or direct subscription or so long as any liability of the Company arising out of any guarantee furnished by the financial institution on behalf of the Company remains outstanding, 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.

(b) The Nominee Director/s so appointed shall not be required to hold any qualification shares in the Company nor shall be liable to retire by rotation. The Board of Directors of the Company shall have no power to remove from office the Nominee Director/s so appointed. The said Nominee Director/s shall be entitled to the same rights and privileges including receiving of notices, copies of the minutes, sitting fees, etc. as any other Director of the Company is entitled.

(c) If the Nominee Director/s is an officer of any of the financial institution the sitting fees in relation to such nominee Directors shall accrue to such financial institution and the same accordingly be paid by the Company to them. The Financial Institution shall be entitled to depute observer to attend the meetings of the Board or any other Committee constituted by the Board.

Appointment of alternate Director.

The Board may appoint an Alternate Director 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 Alternate Director appointed under this Article shall not hold office for period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate office if and when the Original Director returns to India. If the term of Office of the Original Director is determined before he so returns to India, any provision in the Act or in these Articles for the automatic re-appointment of retiring Director in default of another appointment shall apply to the Original Director and not to the Alternate Director.

Additional Director

Subject to the provisions of the Act, the Board shall have power at any time and from time to time to appoint any other person to be an Additional Director. Any such Additional Director shall hold office only upto the date of the next Annual General Meeting.

Directors power to fill casual vacancies.

Subject to the provisions of the Act, the Board shall have power at any time and from time to time to appoint a Director, if the office of any director appointed by the company in general meeting is vacated before his term of office expires in the normal course, who shall hold office only upto the date upto which the Director in whose place he is appointed would have held office if it had not been vacated by him.

Sitting Fees.

Until otherwise determined by the Company in General Meeting, each Director other than the Managing/Whole-time Director (unless otherwise specifically provided for) shall be entitled to sitting fees not exceeding a sum prescribed in the Act (as may be amended from time to time) for attending meetings of the Board or Committees thereof.

Travelling expenses Incurred by Director on Company's business.

The Board of Directors may subject to the limitations provided in the Act allow and pay to any Director who attends a meeting at a place other than his usual place of residence for the purpose of attending a meeting, such sum as the Board may consider fair, compensation for travelling, hotel and other incidental expenses properly incurred by him, in addition to his fee for attending such meeting as above specified.

PROCEEDINGS` OF THE BOARD OF DIRECTORS

Meetings of Directors.

(a) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

(b) A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.

(c) The Board of Directors shall be entitled to hold its meeting through video conferencing or other permitted means. The meetings of the Board conducted through video conferencing or such other permitted means, the procedures and the precautions as laid down in the relevant Act and the rules thereof shall be adhered to.

(d) To the extent permissible by applicable law, the Directors may participate in a meeting of the Board or any committee thereof, through electronic mode, that is, by way of video conferencing i.e., audio visual electronic communication facility. The notice of the meeting must inform the Directors regarding the availability of participation through video conferencing. Subject to applicable law, any Director participating in a meeting through the use of video conferencing shall be counted for the purpose of quorum.

(e) **Notice of the Board Meeting**: Notice of at least seven (7) days in writing of every meeting of the Board shall be given to every Director and every alternate Director at his usual email address or address whether in India or abroad, provided that a meeting may be convened on shorter notice to transact urgent business subject to the condition that at least one independent director, if any, shall be present at the meeting and in case of absence of independent directors from such a meeting of the Board, decisions taken at such a meeting shall be circulated to all the directors and shall be final only on ratification thereof by at least one independent director, if any.

Quorum

No business shall be transacted at any Board meeting unless quorum of Directors, as stipulated under the provisions of the Act, is present at the time when the meeting proceeds to business

Chairman and Vice Chairman

a) The Directors may from time to time elect from among their members a Chairperson of the Board as well as a Vice Chairman of the Board and determine the period for which he is to hold office. If at any meeting of the Board, the Chairman is not present within five minutes after the time appointed for holding the same, to the Vice Chairman shall preside at the meeting and in the absence of the Vice Chairman as well, the Directors present may choose one of the Directors among themselves to preside the meeting.

b) Subject to Section 203 of the Act and rules made there under, one person can act as the Chairman as well as the Managing Director or Chief Executive Officer at the same time.

Questions at Board meeting how decided.

Questions arising at any meeting of the Board of Directors shall be decided by a majority of votes and in the case of an equality of votes, the Chairman or the Vice Chairman, as the case may be will have a second or casting vote.

Continuing directors may act notwithstanding any vacancy in the Board

The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the company, but for no other purpose.

Directors may appoint committee.

Subject to the provisions of the Act, the Board may delegate any of their powers to a Committee consisting of such member or members of its body as it thinks fit, and it may from time to time revoke and discharge any such committee either wholly or in part and either as to person, or purposes, but every Committee 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 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.

Committee Meetings how to be governed.

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 meetings and proceedings of the Directors so far as the same are applicable thereto and are not superseded by any regulations made by the Directors under the last preceding Article.

Chairperson of Committee Meetings

a) A committee may elect a Chairperson of its meetings.

b) 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.

Meetings of the Committee

a) A committee may meet and adjourn as it thinks fit.

b) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairperson shall have a second or casting vote.

Acts of Board or Committee shall be valid notwithstanding defect in appointment.

Subject to the provisions of the Act, all acts done by any meeting of the Board or by a Committee of the Board, 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 Director or persons acting as aforesaid, or that they or any of them were disqualified or had vacated office or that the appointment of any of them had been terminated by virtue of any provisions contained in the Act or in these Articles, be as valid as if every such person had been duly appointed, and was qualified to be a Director.

Power to fill casual vacancy

Subject to the provisions of Section 161 of the Act, if the office of any Director appointed by the Company in General Meeting vacated before his term of office will expire in the normal 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 had not been vacated as aforesaid.

POWERS OF THE BOARD

Powers of the Board

The business of the Company shall be managed by the Board who may exercise all such powers of the Company and do all such acts and things as may be necessary, unless otherwise restricted by the Act, or by any other law or by the Memorandum or by the Articles required to be exercised by the Company in General Meeting. However, no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.

Certain powers of the Board

Without prejudice to the general powers conferred by the Articles and so as not in any way to limit or restrict these powers, and without prejudice to the other powers conferred by these Articles, but subject to the restrictions contained in the Articles, it is hereby, declared that the Directors shall have the following powers, that is to say:

To acquire any property, rights etc.

(1) Subject to the provisions of the Act, to purchase or otherwise acquire any lands, buildings, machinery, premises, property, effects, assets, rights, creditors, royalties, business and goodwill of any person firm or company carrying on the business which this Company is authorised to carry on, in any part of India.

To take on Lease.

(2) Subject to the provisions of the Act to purchase, take on lease for any term or terms of years, or otherwise acquire any land or lands, with or without buildings and out-houses thereon, situate in any part of India, at such conditions as the Directors may think fit, and in any such purchase, lease or acquisition to accept such title as the Directors may believe, or may be advised to be reasonably satisfy.

To erect & construct.

(3) To erect and construct, on the said land or lands, buildings, houses, warehouses and sheds and to alter, extend and improve the same, to let or lease the property of the company, in part or in whole for such rent and subject to such conditions, as may be thought advisable; to sell such portions of the land or buildings of the Company as may not be required for the company; to mortgage the whole or any portion of the property of the company for the purposes of the Company; to sell all or any portion of the machinery or stores belonging to the Company.

To pay for property.

(4) At their discretion and subject to the provisions of the Act, the Directors may pay property rights or privileges acquired by, or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company, and any such share 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 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 properties of the Company.

(5) 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 buildings, machinery, goods, stores, produce and other moveable 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 Bank accounts.

(6) To open accounts with any Bank or Bankers and to pay money into and draw money from any such account from time to time as the Directors may think fit.

To secure contracts by way of mortgage.

(7) To secure the fulfilment of any contracts or engagement entered into by the Company by mortgage or charge on all or any of the property of the Company including its whole or part of its undertaking as a going concern and its uncalled capital for the time being or in such manner as they think fit.

To accept surrender of shares.

(8) To accept from any member, so far as may be permissible by law, a surrender of the shares or any part thereof, on such terms and conditions as shall be agreed upon.

To appoint trustees for the Company.

(9) To appoint any person to accept and hold in trust, for the Company property belonging to the Company, or in which it is interested or for any other purposes and to execute and to do all such deeds and things as may be required in relation to any such trust, and to provide for the remuneration of such trustee or trustees.

To conduct legal proceedings.

(10) To institute, conduct, defend, compound or abandon any legal proceeding by or against the Company or its Officer, or otherwise concerning the affairs and also to compound and allow time for payment or satisfaction

of any debts, due, and of any claims or demands by or against the Company and to refer any difference to arbitration, either according to Indian or foreign law and either in India or abroad and observe and perform or challenge any award thereon.

Bankruptcy & Insolvency

(11) To act on behalf of the Company in all matters relating to bankruptcy insolvency.

To issue receipts & give discharge.

(12) To make and give receipts, release and give discharge for moneys payable to the Company and for the claims and demands of the Company.

To invest and deal with money of the Company.

(13) Subject to the provisions of the Act, and these Articles to invest and deal with any moneys of the Company not immediately required for the purpose thereof, upon such authority (not being the shares of this Company) or without security and in such manner as they may think fit and from time to time to vary or realise such investments. Save as provided in Section 187 of the Act, all investments shall be made and held in the Company's own name.

To give Security by way of indemnity.

(14) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability whether as principal or as surety, for the benefit of the Company, such mortgage of the Company's property (present or future) as they think fit, and any such mortgage may contain a power of sale and other powers, provisions, covenants and agreements as shall be agreed upon;

To determine signing powers.

(15) To determine from time to time persons who shall be entitled to sign on Company's behalf, bills, notes, receipts, acceptances, endorsements, cheques, dividend warrants, releases, contracts and documents and to give the necessary authority for such purpose, whether by way of a resolution of the Board or by way of a power of attorney or otherwise.

Commission or share in profits.

(16) To give to any Director, Officer, or other persons employed by the Company, a commission on the profits of any particular business or transaction, or a share in the general profits of the company; and such commission or share of profits shall be treated as part of the working expenses of the Company.

Bonus etc. to employees.

(17) To give, award or allow any bonus, pension, gratuity or compensation to any employee of the Company, or his widow, children, dependents, that may appear just or proper, whether such employee, his widow, children or dependents have or have not a legal claim on the Company.

Transfer to Reserve Funds.

(18) To set aside out of the profits of the Company such sums as they may think proper for depreciation or the depreciation funds or to insurance fund or to an export fund, or to a Reserve Fund, or Sinking Fund or any special fund to meet contingencies or repay debentures or debenture-stock or for equalizing dividends or for repairing, improving, extending and maintaining any of the properties of the Company and for such other purposes (including the purpose referred to in the preceding clause) as the Board may, in the absolute discretion think conducive to the interests of the Company, and subject to Section 179 of the Act, to invest the several sums so set aside or so much thereof as may be required to be invested, upon such investments (other than shares of this Company) as they may think fit and from time to time deal with and vary such investments and dispose of and apply and extend all or any part thereof for the benefit of the Company notwithstanding the matters to which the Board apply or upon which the capital moneys of the Company

might rightly be applied or expended and divide the reserve fund into such special funds as the Board may think fit; with full powers to transfer the whole or any portion of a reserve fund or division of a reserve fund to another fund and with the full power to employ the assets constituting all or any of the above funds, including the depredation fund, in the business of the company or in the purchase or repayment of debentures or debenture-stocks and without being bound to keep the same separate from the other assets and without being bound to pay interest on the same with the power to the Board at their discretion to pay or allow to the credit of such funds, interest at such rate as the Board may think proper.

To appoint and remove officers and other employees.

(19) To appoint, and at their discretion remove or suspend such general manager, managers, secretaries, assistants, supervisors, scientists, technicians, engineers, consultants, legal, medical or economic advisers, research workers, labourers, clerks, agents and servants, for permanent, temporary or special services as they may from time to time think fit, and to determine their powers and duties and to fix their salaries or emoluments or remuneration and to require security in such instances and for such amounts they may think fit and also from time to time to provide for the management and transaction of the affairs of the Company in any specified locality in India or elsewhere in such manner as they think fit and the provisions contained in the next following clauses shall be without prejudice to the general powers conferred by this clause.

To appoint Attorneys.

(20) At any time and from time to time by power of attorney under the seal of the Company, 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 Board under these presents and excluding the power to make calls and excluding also except in their limits authorised by the Board the power to make loans and borrow moneys) and for such period and subject to such conditions as the Board may from time to time think fit, and such appointments may (if the Board think fit) be made in favour of the members or any of the members of any local Board established as aforesaid or in favour of any Company, or the shareholders, directors, nominees or manager of any Company or firm or otherwise in favour of any fluctuating body of persons whether nominated directly or indirectly by the Board and any such powers of attorney may contain such powers for the protection or convenience for dealing with such Attorneys as the Board may think fit, and may contain powers enabling any such delegated Attorneys as aforesaid to sub-delegate all or any of the powers, authorities and discretion for the time being vested in them.

To enter into contracts.

(21) Subject to Sections 188 of the Act, for or in relation to any of the matters aforesaid or otherwise for the purpose of the Company to enter into all such negotiations and contracts and rescind and vary all such contracts, and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient.

To make rules.

(22) From time to time to make, vary and repeal rules for the regulations of the business of the Company its Officers and employees.

To effect contracts etc.

(23) To effect, make and enter into on behalf of the Company all transactions, agreements and other contracts within the scope of the business of the Company.

To apply & obtain concessions licenses etc.

(24) To apply for, promote and obtain any act, charter, privilege, concession, license, authorization, if any, Government, State or municipality, provisional order or license of any authority for enabling the Company to carry any of this objects into effect, or for extending and any of the powers of the Company or for effecting any modification of the Company's constitution, or for any other purpose, which may seem expedient and to oppose any proceedings or applications which may seem calculated, directly or indirectly to prejudice the Company's interests.

To pay commissions or interest.

(25) To pay and charge to the capital account of the Company any commission or interest lawfully payable there out under the provisions of Sections 40 of the Act and of the provisions contained in these presents.

To redeem preference shares.

(26) To redeem preference shares.

To assist charitable or benevolent institutions.

(27) To subscribe, incur expenditure or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national or any other institutions or subjects which shall have any moral or other claim to support or aid by the Company, either by reason of locality or operation or of public and general utility or otherwise.

(28) To pay the cost, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company.

(29) To pay and charge to the capital account of the Company any commission or interest lawfully payable thereon under the provisions of Sections 40 of the Act.

(30) To provide for the welfare of Directors or ex-Directors or employees or ex-employees of the Company and their wives, widows and families or the dependents or connections of such persons, by building or contributing to the building of houses, dwelling or chawls, or by grants of moneys, pension, gratuities, allowances, bonus or other payments, or by creating and from time to time subscribing or contributing, to provide other associations, institutions, funds or trusts and by providing or subscribing or contributing towards place of instruction and recreation, hospitals and dispensaries, medical and other attendance and other assistance as the Board shall think fit and subject to the provision of Section 181 of the Act, to subscribe or contribute or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national or other institutions or object which shall have any moral or other claim to support or aid by the Company, either by reason of locality of operation, or of the public and general utility or otherwise.

(31) To purchase or otherwise acquire or obtain license for the use of and to sell, exchange or grant license for the use of any trade mark, patent, invention or technical know-how.

(32) To sell from time to time any Articles, materials, machinery, plants, stores and other Articles and thing belonging to the Company as the Board may think proper and to manufacture, prepare and sell waste and by-products.

(33) From time to time to extend the business and undertaking of the Company by adding, altering or enlarging all or any of the buildings, factories, workshops, premises, plant and machinery, for the time being the property of or in the possession of the Company, or by erecting new or additional buildings, and to expend such sum of money for the purpose aforesaid or any of them as they be thought necessary or expedient.

(34) To undertake on behalf of the Company any payment of rents and the performance of the covenants, conditions and agreements contained in or reserved by any lease that may be granted or assigned to or otherwise acquired by the Company and to purchase the reversion or reversions, and otherwise to acquire on free hold sample of all or any of the lands of the Company for the time being held under lease or for an estate less than freehold estate.

(35) To improve, manage, develop, exchange, lease, sell, resell and re-purchase, dispose off, deal or otherwise turn to account, any property (movable or immovable) or any rights or privileges belonging to or at the disposal of the Company or in which the Company is interested.

(36) To let, sell or otherwise dispose of subject to the provisions of Section 180 of the Act and of the other Articles any property of the Company, either absolutely or conditionally and in such manner and upon such terms and conditions in all respects as it thinks fit and to accept payment in satisfaction for the same in

cash or otherwise as it thinks fit.

(37) Generally subject to the provisions of the Act and these Articles, to delegate the powers/authorities and discretions vested in the Directors to any person(s), firm, company or fluctuating body of persons as aforesaid.

(38) To comply with the requirements of any local law which in their opinion it shall in the interest of the Company be necessary or expedient to comply with.

MANAGING AND WHOLE-TIME DIRECTORS

Powers to appoint Managing/ Wholetime Directors.

a) Subject to the provisions of the Act and of these Articles, the Directors may from time to time in Board Meetings appoint one or more of their body to be a Managing Director or Managing Directors or whole-time Director or whole-time Directors of the Company for such term not exceeding five years at a time as they may think fit to manage the affairs and business of the Company (which shall be subject to approval by the shareholders of the company), and may from time to time (subject to the provisions of any contract between him or them and the Company) remove or dismiss him or them from office and appoint another or others in his or their place or places.

b) The Managing Director or Managing Directors or whole-time Director or whole-time Directors so appointed shall be liable to retire by rotation. A Managing Director or Whole-time Director who is appointed as Director immediately on the retirement by rotation shall continue to hold his office as Managing Director or Whole-time Director and such re-appointment as such Director shall not be deemed to constitute a break in his appointment as Managing Director or Whole-time Director.

Remuneration of Managing or Wholetime Director.

The remuneration of a Managing Director or a Whole-time Director (subject to the provisions of the Act and of these Articles and of any contract between him and the Company) shall from time to time be fixed by the Directors, and may be, by way of fixed salary, or commission on profits of the Company, or by participation in any such profits, or by any, or all of these modes.

Powers and duties of Managing Director or Whole-time Director.

(1) Subject to control, direction and supervision of the Board of Directors, the day-today management of the company will be in the hands of the Managing Director or Whole-time Director appointed in accordance with regulations of these Articles of Association with powers to the Directors to distribute such day-to-day management functions among such Directors and in any manner as may be directed by the Board.

(2) The Directors may from time to time entrust to and confer upon the Managing Director or Whole-time Director for the time being save as prohibited in the Act, such of the powers exercisable under these presents by the Directors as they may think fit, and may confer such objects and purposes, and upon such terms and conditions, and with such restrictions as they think expedient; and they may subject to the provisions of the Act and these Articles confer such powers, either collaterally with or to the exclusion of, and in substitution for, all or any of the powers of the Directors in that behalf, and may from time to time revoke, withdraw, alter or vary all or any such powers.

(3) The Company’s General Meeting may also from time to time appoint any Managing Director or Managing Directors or Wholetime Director or Wholetime Directors of the Company and may exercise all the powers referred to in these Articles.

(4) The Managing Director shall be entitled to sub-delegate (with the sanction of the Directors where necessary) all or any of the powers, authorities and discretions for the time being vested in him in particular from time to time by the appointment of any attorney or attorneys for the management and transaction of the affairs of the Company in any specified locality in such manner as they may think fit.

(5) Notwithstanding anything contained in these Articles, the Managing Director is expressly allowed generally to work for and contract with the Company and especially to do the work of Managing Director and also to

do any work for the Company upon such terms and conditions and for such remuneration (subject to the provisions of the Act) as may from time to time be agreed between him and the Directors of the Company.

CHIEF EXECUTIVE OFFICER, MANAGER, COMPANY SECRETARY OR CHIEF FINANCIAL OFFICER

Board to appoint Chief Executive Officer/ Manager/ Company Secretary/ Chief Financial Officer

a) Subject to the provisions of the Act,—

i. A chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may thinks fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board;

ii. A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.

b) A provision of the Act or these regulations requiring or authorising a thing to be done by or to a director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.

THE SEAL

The seal, its custody and use.

(a) The Board shall provide a Common Seal for the purposes of the Company, and 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 the safe custody of the Seal for the time being, and the Seal shall never be used except by the authority of the Board or a Committee of the Board previously given.

(b) The Company shall also be at liberty to have an Official Seal in accordance with of the Act, for use in any territory, district or place outside India.

Deeds how executed.

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.

Dividend and Reserves

Division of profits.

(1) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the Company, dividends may be declared and paid according to the amounts of the shares.

(2) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.

(3) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.

The company in General Meeting may declare Dividends.

The Company in General Meeting may declare dividends, to be paid to members according to their respective rights and interests in the profits and may fix the time for payment and the Company shall comply with the provisions of Section 127 of the Act, but no dividends shall exceed the amount recommended by the Board of Directors, but the Company may declare a smaller dividend in general meeting.

Transfer to reserves

a) The Board may, before recommending any dividend, set aside out of the profits of the company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the company may be properly applied, including provision for meeting contingencies or for equalizing dividends; and pending such application, may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Board may, from time to time, thinks fit.

b) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.

Interim Dividend.

Subject to the provisions of section 123, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the company.

Debts may be deducted.

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 not to earn dividend.

No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this articles as paid on the share.

Dividends in proportion to amount paid-up.

All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid but if any share is issued on terms providing that it shall rank for dividends as from a particular date such share shall rank for dividend accordingly.

Retention of dividends until completion of transfer under Articles.

The Board of Directors may retain the dividend payable upon shares in respect of which any person under Articles has become entitled to be a member, or any person under that Article is entitled to transfer, until such person becomes a member, in respect of such shares or shall duly transfer the same.

No Member to receive dividend whilst indebted to the company and the Company's right of reimbursement thereof.

No member shall be entitled to receive payment of any interest or dividend or bonus in respect of his share or shares, whilst 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.

A transfer of shares does not pass the right to any dividend declared thereon before the registration of the transfer.

Dividend to joint holders.

Any one of several persons who are registered as joint holders of any share may give effectual receipts for all dividends or bonus and payments on account of dividends in respect of such share.

Dividends how remitted.

a) Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.

b) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.

Notice of dividend.

Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.

No interest on Dividends.

No unclaimed dividend shall be forfeited before the claim becomes barred by law and no unpaid dividend shall bear interest as against the Company.

Unpaid or unclaimed dividend

a) The Company shall comply with the provisions of the Act in respect of any dividend remaining unpaid or unclaimed with the Company. If the Company has declared a Dividend but which has not been paid or the Dividend warrant in respect thereof has not been posted or sent within 30 (thirty) days from the date of declaration, the Company shall, within 7 (seven) days from the date of expiry of the said period of 30 (thirty) days, transfer the total amount of dividend, which remained so unpaid or unclaimed to a special account to be opened by the Company in that behalf in any scheduled bank to be called “Unpaid Dividend Account”.

b) Any money so transferred to the unpaid dividend account of the Company which remains unpaid or unclaimed for a period of 7 (seven) years from the date of such transfer, shall be transferred by the Company to the Fund established under sub-section (1) of Section 125 of the Act, viz. “Investor Education and Protection Fund”.

c) Further, there shall be no forfeiture of unclaimed dividends before the claim becomes barred by law.

CAPITALIZATION

Capitalization.

(1) The Company in General Meeting may, upon the recommendation of the Board, resolve:

(a) that it is desirable to capitalize any part of the amount for the time being standing to the credit of any of the Company’s reserve accounts, or to the credit of the Profit and Loss account, or otherwise available for distribution; and

(b) that such sum be accordingly set free for distribution in the manner specified in clause (2) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

(2) The sums aforesaid shall not be paid in cash but shall be applied subject to the provisions contained in clause (3) 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; or

(iii) partly in the way specified in sub-clause (i) and partly in that specified in sub-clause (ii).

(3) A Securities Premium Account and Capital Redemption Reserve Account may, for the purposes of this regulation, only be applied in the paying up of unissued shares to be issued to members of the Company and fully paid bonus shares.

(4) The Board shall give effect to the resolution passed by the Company in pursuance of this regulation.

Fractional Certificates.

(1) Whenever such a resolution as aforesaid shall have been passed, the Board shall —

(a) make all appropriations and applications of the undivided profits resolved to be capitalized thereby and all allotments and issues of fully paid shares, if any, and

(b) generally to do all acts and things required to give effect thereto.

(2) The Board shall have full power -

(a) to make such provision, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, in case of shares becoming distributable in fractions; and also

(b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares to which they may be entitled upon such capitalization, or (as the case may require) for the payment by the Company on their behalf, by the application thereto of their respective proportions, of the profits resolved to be capitalized, of the amounts or any part of the amounts remaining unpaid on their existing shares.

(3) Any agreement made under such authority shall be effective and binding on all such members.

(4) That for the purpose of giving effect to any resolution, under the preceding paragraph of this Article, the Directors may give such directions as may be necessary and settle any questions or difficulties that may arise in regard to any issue including distribution of new equity shares and fractional certificates as they think fit.

Inspection of Minutes Books of General Meetings.

(1) The books containing the minutes of the proceedings of any General Meetings of the Company shall be open to inspection of members without charge on such days and during such business hours as may consistently with the provisions of Section 119 of the Act be determined by the Company in General Meeting and the members will also be entitled to be furnished with copies thereof on payment of regulated charges.

(2) Any member of the Company 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 sub-clause (1) hereof on payment of Rs. 10 per page or any part thereof.

Inspection of Accounts

a) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the company, or any of them, shall be open to the inspection of members not being directors.

b) No member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorised by the Board or by the company in general meeting.

FOREIGN REGISTER

Foreign Register.

The Company may exercise the powers conferred on it by the provisions of the Act with regard to the keeping of Foreign Register of its Members or Debenture holders, and the Board may, subject to the provisions of the Act, make and vary such regulations as it may think fit in regard to the keeping of any such Registers.

DOCUMENTS AND SERVICE OF NOTICES

Signing of documents & notices to be served or given.

Any document or notice to be served or given by the Company be signed by a Director or such person duly authorised by the Board for such purpose and the signature may be written or printed or lithographed.

Authentication of documents and proceedings.

Save as otherwise expressly provided in the Act, a document or proceeding requiring authentication by the company may be signed by a Director, the Manager, or Secretary or other Authorised Officer of the Company and need not be under the Common Seal of the Company.

WINDING UP

Subject to the provisions of Chapter XX of the Act and rules made thereunder—

(i) If the company shall be wound up, the liquidator may, with the sanction of a special resolution of the company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the company, whether they shall consist of property of the same kind or not.

(ii) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.

(iii) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

INDEMNITY

Directors' and others right to indemnity.

Subject to provisions of the Act, every Director, or Officer or Servant of the Company or any person (whether an Officer of the Company or not) employed by the Company as Auditor, shall be indemnified by the Company against and it shall be the duty of the Directors to pay, out of the funds of the Company, all costs, charges, losses and damages which any such person may incur or become liable to, by reason of any contract entered into or act or thing done, concurred in or omitted to be done by him in any way in or about the execution or discharge of his duties or supposed duties (except such if any as he shall incur or sustain through or by his own wrongful act neglect or default) including expenses, and in particular and so as not to limit the generality of the foregoing provisions, against all liabilities incurred by him as such Director, Officer or Auditor or other officer of the Company in defending any proceedings whether civil or criminal in which judgment is given in his favor, or in which he is acquitted or in connection with any application under Section 463 of the Act on which relief is granted to him by the Court.

Not responsible for acts of others

Subject to the provisions of the Act, no Director, Managing Director or other officer of the Company shall be liable for the acts, receipts, neglects or defaults of any other Directors or Officer, or for joining in any receipt or other act for conformity, or for any loss or expense happening to the Company through insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person, company or corporation, with whom any moneys, securities or effects shall be entrusted or deposited, or for any loss occasioned by any error of judgment or oversight on his part, or for any other loss or damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same happens through his own dishonesty.

SECRECY

Secrecy

(a) Every Director, 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 Directors, before entering upon his duties, sign a declaration pleading himself to observe strict secrecy respecting all transactions and affairs of the Company with the customers and the state of the accounts with individuals and in matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matter which may come to his knowledge in the discharge of his duties except when required so to do by the Directors or by any meeting or by a court of law and except so far as may be necessary in order to comply with any of the provisions in these presents contained.

Access to property information etc.

(b) No member or other person (other than a Director) shall be entitled to enter the property of the Company or to inspect or examine the Company's premises or properties or the books of accounts of the Company without the permission of the Board of Directors of the Company for the time being or to require discovery of or any information in respect of any detail of the Company's trading or any matter which is or may be in the nature of trade secret, mystery of trade or secret process or of any matter whatsoever which may relate to the conduct of the business of the Company and which in the opinion of the Board it will be inexpedient in the interest of the Company to disclose or to communicate.

PART B

1. PRELIMINARY**.**

1.1 Articles a)ii.26 to 45 shall have effect notwithstanding anything to the contrary contained in Articles 3 to a)ii.25, as regards or in relation to the Shareholders.

1.2 If there is any inconsistency between the matters listed in Chapter I of these Articles and the relevant provisions of the matters listed in Chapter II of these Article, the relevant provisions of Chapter II of these Articles shall prevail.

2. Interpretation.

In these Articles, except where the context otherwise requires, capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed and the following words and expressions have the following meanings:

"**Act**" means the Companies Act, 2013, as amended from time to time, read with the applicable rules, orders, circulars and notifications and regulations prescribed thereunder;

"**Additional Investors**" means Rajesh and Rajiv;

"**Affiliate**" means: (a) in relation to any specified Person that is not a natural Person, any other Person, directly or indirectly, Controlled by such specified Person, or Controlling, or under common Control with, such specified Person; or (b) in relation to any specified Person that is a natural Person, any Relative of such specified Person and any other Person Controlled, directly or indirectly, by such Person and / or his Relatives. Without limiting the generality of the foregoing, the term "Affiliate" in relation to the TPG Investor shall include: (i) any other Person, including any fund, trust, partnership, or co-investment vehicle, that is managed or advised by the TPG Investor, respectively, or by any Person which, directly or indirectly, Controls, is Controlled by, or is under common Control with, the TPG Investor, respectively (collectively, the "**TPG Investor Funds**"); and (ii) any investor in any TPG Investor Funds (or any Affiliate of such investor), provided that, in relation to the TPG Investor, the term Affiliate shall exclude a Competitor;

"**Affirmative Vote Matters**" shall have the meaning ascribed to it under Article 28 (*Affirmative Vote Matters*) read with Annexure 2 of Part B of the Articles of Association;

"**Anti-Corruption Laws**" means the United States Foreign Corrupt Practices Act of 1977 (as amended), the United Kingdom Bribery Act 2010 (as amended), the (India) Prevention of Corruption Act, 1988 (as amended), and any other anti-corruption or anti-bribery laws and regulations applicable to the Company and the Promoters;

"**Applicable Law(s)**" means any statute, law, regulation, ordinance, rule, judgment, order, decree, by-law, license, treaty, code, approval from the concerned authority, government resolution, order, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law of any of the foregoing, by any concerned authority having jurisdiction over the matter in question, and includes the Anti-Corruption Laws, the Money-Laundering Laws and Sanctions Laws and Regulations;

"**Articles**" means the articles of association of the Company to be adopted in the Agreed Form on the Completion Date and as subsequently amended from time to time;

"**Big Four Firm**" means KPMG, PricewaterhouseCoopers, Ernst & Young, Deloitte Touche Tohmatsu, and / or their affiliates eligible to practice in India, as per Applicable Law;

"**Board**" means the board of directors of the Company from time to time;

"**Business**" means the manufacturing, sale and distribution of casual and sports footwear undertaken by the Company and Ankit International;

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are generally open in India, New York and Singapore for normal banking business;

"**Business Plan**" means the detailed business and financing plan for the Business prepared on an annual basis, which includes the annual budget, comprising without limitation profit and loss account, balance sheet and cash flow statements, projected revenues, costs, operating and capital expenditures, and financing requirements of the Company for the on-going Financial Year and which includes details on the amount and timing of debt financing, if any, the current and future business strategy, as may be mutually agreed upon between the Promoters and the TPG Investor;

"**Charter Documents**" means, collectively, the memorandum of association of the Company and Articles, as amended from time to time;

"**Claim**" means, in relation to a Person, any demand, legal action, cause of action, liability, proceeding, claim, suit, litigation, prosecution, mediation or arbitration, and includes any notice received in relation thereto, whether direct or indirect, actual or potential, oral or in writing, in law or in equity or otherwise, known or unknown, civil, criminal, administrative or investigative, made, or brought by or against such Person;

"**Company**" means Campus Activewear Limited, a company incorporated under the laws of the Republic of India, whose registered office is at D-1, Udyog Nagar Main Rohtak Road New Delhi-110041;

"**Completion**" means the consummation of each of the transactions contemplated in the Share Subscription and Purchase Agreement, to occur on the Completion Date, in accordance with the terms hereof;

"**Completion Date**" has the meaning ascribed to the term in Clause 5.1 (*Completion Actions*) of the Share Subscription and Purchase Agreement;

"**Competitor**" means any Person: (a) engaged in the manufacturing, sale and distribution of casual and sports footwear; and (b) whose annual turnover in the preceding Financial Year was at least INR 1000,000,000 (Rupees one billion) from such business activities, other than a Person: (i) engaged in such competing business outside India; (ii) who has not invested in such competing business in India; or (iii) who is a purely financial investor in a Competitor. For the purposes of this definition, 'financial investor' shall mean any Person who is only engaged in the business of making investments in a company in order to gain a financial return;

"**Confidential Information**" means: (a) any information concerning the organization, Business, technology, intellectual property, trade secrets, know-how, finance, transactions or affairs of the Company (including the existence of the Transaction Documents, the subject matter and content of the Transaction Documents and negotiations, process and proposals / negotiated terms included in / excluded from the Transaction Documents), any Affiliate, any company with which the Company and / or its Affiliates cooperate pursuant to contractual arrangements or any Party or any of its Affiliates or any of their respective Representatives (whether conveyed in written, oral or in any other form and whether such information is furnished before, on or after the Completion Date); (b) any knowledge and information shared between the Investors, Additional Investors, the Promoters and the Company whether relating to the management, operation and / or financial condition / projections of any Party, including the Business Plan, if any, and operating plans of the Company from time to time; (c) any information or materials prepared by a Party or its Representatives that contains or otherwise reflects, or is generated from, Confidential Information; and (d) any information whatsoever concerning or relating to: (i) any dispute or Claim arising out of or in connection with the Transaction Documents; or (ii) the resolution of such Claim or dispute;

"**Control**" (including the terms "**Controlled by**" or "**under common Control with**") means, in respect of a Person: (a) the direct or indirect beneficial ownership of, or the right to vote in respect of, directly or indirectly, more than 50% (fifty percent) of the voting shares or securities of such Person; (b) the power to control the majority of the composition of the board of directors of such Person; and / or (c) the power to create or direct the management or policies of such Person by contract or otherwise or any or all of the above;

"**Deed of Adherence**" means a deed in the form set out in Annexure 1 - (*Form of Deed of Adherence*) of Part B of the Articles of Association;

"**Director**" means the director(s) of the Company appointed on the Board from time to time;

"**EBITDA**" means earnings before interest, taxes, depreciation and amortization;

"**EBITDA Multiple**" means 19.5 times trailing 12 (twelve) months EBITDA;

"**Encumbrance**" means any encumbrance, charge (whether fixed or floating), Claim, pledge, hypothecation, condition, equitable interest, lien (statutory or other), deposit by way of security, bill of sale, due but unpaid Tax, option or right of pre-emption, beneficial ownership (including usufruct and similar entitlements), option, security interest, mortgage, easement, encroachment, public / common right, right of way, right of first refusal, or restriction of any kind, any adverse claim as to title, possession or use, including any restriction on use, voting, transfer (including non-disposal undertaking with or without an attached power of attorney entitling the holder thereof to sell the relevant asset), receipt of income or exercise of any other attribute of ownership, any provisional, conditional or executional attachment and any other interest held by a third party;

"**Equity Securities**" means Equity Shares, preference shares, or any note or debt security having or containing equity or profit participation features, or any option, warrant or other security or right which is directly or indirectly convertible into or exercisable or exchangeable for Equity Shares or any other equity securities of the Company;

"**Equity Share Capital**" means the issued and fully paid up Equity Shares of the Company;

"**Equity Shares**" mean ordinary equity shares of face value INR 10 (Rupees Ten) each in the capital of the Company;

"**Event of Default**" means, in relation to any Shareholder (other than the Investors) who is a party hereto (the "**Defaulting Party**"), the occurrence of any of the following:
a breach on the part of an Indemnifying Party, or its failure to observe or comply with any of the obligations of such Indemnifying Party under Clause 6 (*Indemnification*) of the Share Subscription and Purchase Agreement; or a breach on the part of a Defaulting Party, or its failure to observe or comply

with any of the material terms, covenants or obligations contained in the Transaction Documents;

"**Financial Year**" or "**FY**" means a financial year commencing on April 1st and ending on March 31st of the immediately following calendar year;

"**FMV**" with respect to Equity Securities, means the valuation of such Equity Securities computed in accordance with Article 37.3 (*Procedure for Determination of FMV*);

"**Fully Diluted Basis**" means, on the relevant date, that the relevant calculation should be made in relation to the Equity Share Capital assuming that all outstanding convertible preference shares or debentures, options, warrants, notes and other securities convertible into or exercisable or exchangeable for Equity Shares (whether or not by their terms then currently convertible, exercisable or exchangeable), including stock options and any outstanding commitments to issue equity shares at a future date, have been so converted, exercised or exchanged to the maximum number of equity shares possible under the terms thereof;

"**Government**" or "**Governmental Authority(ies)**" means any government or quasi-government authority, ministry, statutory authority, government department, agency, commission, board, tribunal, or court or any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to or purporting to have jurisdiction on behalf of or representing the Government of India, or any other relevant jurisdiction, or any state, municipality, district or other subdivision or instrumentality thereof and shall include, without limitation, the Reserve Bank of India and the Competition Commission of India;

"**Government Approval**" 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 Governmental Authorities;

"**Government Official**" means any: (a) employee or official of a national or local ~~Governmental Authority~~, instrumentality of any Governmental Authority (*e.g.*, state-owned or state-controlled enterprise, government agency, government advisor, public hospital) or public international organization (*e.g.*, the World Bank); (b) political party or party official; or (c) candidate for political office;

"**Indemnified Party**" has the meaning ascribed to the term in Clause 7.1 (*Indemnification*) of the Share Subscription and Purchase Agreement;

"**Indemnifying Party**" has the meaning ascribed to the term in Clause 7.1 (*Indemnification*) of the Share Subscription and Purchase Agreement;

"**Intellectual Property**" means all patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, copyright (including rights in computer software) and moral rights, database rights, semi-conductor topography rights, utility models, dossiers, 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;

"**Investment Amount**" has the meaning ascribed to such term under Clause 2.1.2 (*Secondary Investment*) of the Share Subscription and Purchase Agreement;

"**Investors**" means the TPG Investor and the QRG Investor, collectively;

"**Investor Securities**" means, collectively, the TPG Investor Securities and the QRG Investor Securities;

"**Key Employees** means each of the Promoters and all employees of the Company and / or Ankit International, who are entitled to an annual salary of INR 1,000,000 (Rupees One Million) on the relevant date;

"**Losses**" means any and all losses including all Claims, damages, liabilities, deficiencies, assessments, settlements, loss of profit, diminution in value of securities, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorney's and other advisors' fees and expenses and the cost of enforcing any right to indemnification, reimbursement or recovery hereunder as determined in accordance with Article 43 (*Dispute Resolution*) of these Articles ;

“**Material Adverse Effect**” means: (a) any event, occurrence, fact, condition (financial or otherwise), change, development or effect that, individually or in aggregate with other events, occurrences, facts, conditions, changes, developments or effects, that, as of the Completion Date: (i) causes a drop in net revenue or an increase in cost, in each case, amounting to a change of at least 10% (ten percent) from the audited Financial Statements as of March 31, 2017; or (ii) causes a drop in value of properties (including intangible properties) or assets (including intangible assets) of the Company and / or Ankit International, or an increase in liabilities of the Company and / or Ankit International, in each case, amounting to a change of at least 25% (twenty five percent) from the audited Financial Statements as of March 31, 2017; or (b) any impairment of the ability of the Company, Ankit International and / or the Promoters to perform their respective obligations hereunder or under the other Transaction Documents;

“**Material Interest**” means direct or indirect beneficial ownership of voting securities or other voting interests representing more than 20% (twenty percent) of the outstanding voting power of a Person or representing more than 20% (twenty percent) of the outstanding equity shares or equity interests in a Person;

“**Money-Laundering Laws**” means all laws, regulations and sanctions of all jurisdictions (including sanctions or measures promulgated, imposed, administered or enforced by the Office of Foreign Assets Control of the U.S. Department of Treasury, Her Majesty’s Treasury, the European Union, the United Nations or any other relevant sanctions authority) that: (a) limit the use of and / or seek the forfeiture of proceeds from illegal transactions; (b) limit commercial transactions with designated countries or individuals believed to be terrorists, narcotics dealers, supporters of weapons proliferation or otherwise engaged in activities contrary to the interests of India, Singapore, the United Kingdom, the United States or other applicable countries; (c) may require the Investors or the Additional Investors to obtain information on the identity of, and source of funds for investment by, the Company or the Promoters; or (d) are designed to disrupt the flow of funds to terrorist organisations, in each case, to such extent as applicable to the Company;

“**M G Udyog**” means M G Udyog Private Limited, a company incorporated under the laws of India with CIN U74899DL1994PTC056983, having its registered office at H-6, Udyog Nagar, Delhi – 110041;

“**Nikhil Footwears**” means Nikhil Footwears Private Limited, a company incorporated under the laws of India with CIN U19201DL1987PTC026643, having its registered office at 98, Shahzada Bagh, Industrial Area, Old Rohtak Road, Delhi – 110035;

“**Person(s)**” means any individual, sole proprietorship, unincorporated association, unincorporated organization, body corporate, corporation, company, partnership (general or limited), limited liability company, joint venture, trust, society or Governmental Authority or any other entity or organization;

“**Promoters**” means Nikhil Aggarwal and Hari Krishan Agarwal;

“**QRG Investor**” means QRG Enterprises Limited, a company incorporated under the laws of the Republic of India, with corporate identification number U31900DL1991PLC043974, and whose registered office is at 904, 9th Floor, Surya Kiran Building, K G Marg, Connaught Place, New Delhi, Central Delhi-110001 ;

“**QRG Investor Securities**” means any Equity Shares or other Equity Securities held by the QRG Investor and its Affiliates in the Company at the relevant time;

“**QRG Investor Director**” means a Director appointed by QRG Investor;

“**Rajesh**” means Rajesh Kumar Gupta, aged 60 (sixty) years, a person resident in India and residing at 4A, Under Hill Lane, Civil Lines, Delhi-110054;

“**Rajiv**” means Rajiv Goel, aged 46 (forty six) years, a person resident in India and residing at SV-II, Flat Number 4FF, Eldeco Eutopia, Sector 93A, Noida, Uttar Pradesh-20130;

"**Related Party**" means, with respect to the Company, the definition ascribed to such term in the Act, and shall also include the following:

a) with respect to a particular individual:
   i. any Affiliate of such individual; and
   ii. any Person in which such individual or his Affiliates hold (individually or in the aggregate) a Material Interest;
b) with respect to a specified Person (other than an individual):
   i. any Affiliate of such Person; and
   ii. any Person in which such specified Person or its Affiliates hold (A) (individually or in aggregate) a Material Interest or (B) a partnership interest;
c) the Promoters, Directors, and each of their Affiliates; and
d) Key Employees;

"**Relative**" shall have the meaning as set forth in Section 2(77) of the Act. The term "Relative" in relation to the Promoters, means the father of Hari Krishan Agarwal, wife of Hari Krishan Agarwal, wife of Nikhil Aggarwal, daughter of Nikhil Aggarwal and the daughter of Hari Krishan Agarwal; provided in relation to only the terms "Related Party" and "Related Party Transactions," the definition of Relative shall apply to the Promoters as set forth in Section 2(77) of the Act;

"**Representatives**" means, in relation to a Party, the Affiliates, directors, officers, employees, agents, advisers, accountants and consultants of such Party;

"**Reputed Investment Bank**" means Citibank, Goldman Sachs, Kotak Mahindra Bank, Edelweiss Financial Services Limited, and Axis Capital Limited;

"**Sanctions Laws and Regulations**" means all laws concerning embargoes, economic sanctions, export restrictions, the ability to make or receive international payments, the ability to engage in international transactions, or the ability to take an ownership interest in assets located in a foreign country which are administered or enforced by United States, the United Nations Security Council, the European Union, the United Kingdom, or any other jurisdiction in which the Company operates;

"**Sanctions Target**" means any Person with whom dealings are restricted or prohibited by Sanctions Laws and Regulations, including: (a) any Person identified in any sanctions list maintained by: (i) the United States Department of Treasury, Office of Foreign Assets Control, the United States Department of Commerce, Bureau of Industry and Security, or the United States Department of State; (ii) the United Nations Security Council; (iii) HM Treasury of the United Kingdom; or (iv) the European Union; (b) any Person located, organised, or resident in, or a Governmental Authority or government instrumentality of, a country or territory with which dealings are prohibited by Sanctions Laws and Regulations or where restrictions imposed by Sanctions Laws and Regulations are otherwise applicable to the Person; and (c) any Person, directly or indirectly, 50% (fifty percent) or more owned or controlled by, or acting for the benefit or on behalf of, a Person described in (a) or (b);

"**Share Subscription and Purchase Agreement**" means the share subscription and purchase agreement, dated 30 August 2017, entered into by and between the Company, the Promoters the Investors and the Additional Investors in Agreed Form, and includes any recitals, schedules, annexes, or exhibits that may be annexed to the agreement and any amendments made to such agreement by all the parties in writing;

"**Shareholder(s)**" means the holders of Equity Shares of the Company from time to time;

"**Shareholders' Agreement**" means the shareholders' agreement dated 30 August 2017, entered into by and between the Company, the Promoters the Investors and the Additional Investors in Agreed Form, and includes any recitals, schedules, annexes, or exhibits that may be annexed to the agreement and any amendments made to such agreement by all the parties in writing;

"**SIAC**" means the Singapore International Arbitration Centre;

"**Stock Exchanges**" means the Bombay Stock Exchange Limited, the National Stock Exchange Limited, or any other recognised stock exchange in or abroad;

"**Subsidiary**" means any Person Controlled by the Company from time to time;

“**Tax(es) / Taxation**” mean all taxes, duties including tax, duties (including stamp duty), charges, fees, levies, cess or other similar assessments, including without limitation in relation to: (a) income, services, gross receipts, ad valorem, assets, entry, capital gains, municipal, interest, expenditure, imports, wealth, gift, sales, use, transfer, licensing, withholding, employment, payroll, imposed by any state, local, or any subdivision, agency, or other similar Person in India; and (b) any interest, fines, penalties, assessments, or additions to Tax resulting from, attributable to, or incurred in connection with any such Tax or any contest or dispute thereof;

“**Third Party**” means any Person other than the Company, the Shareholders or their respective Affiliates;

“**TPG Investor**” means TPG Growth III SF Pte. Ltd, a company incorporated under the laws of Singapore, having its registered office at UOB Plaza One, Level 15, 80 Raffles Place, Singapore

“**TPG Investor Director**” means a Director appointed by TPG Investor;

“**TPG Investor Securities**” means any Equity Shares or other Equity Securities held by the TPG Investor and its Affiliates in the Company at the relevant time;

“**Transaction Documents**” means the Shareholders’ Agreement, the Share Subscription and Purchase Agreement, the Disclosure Letter (as defined under the Share Subscription and Purchase Agreement), and all other ancillary documents entered into in relation to the Transactions;

“**Transaction(s)**” means the transactions contemplated under the Transaction Documents; and

“**Transfer**” (including the terms “**transferred**,” “**transferring**” and “**transferability**”) means, whether directly or indirectly, any transfer, sale, assignment, pledge, hypothecation, creation of security interest in or lien or Encumbrance on, placing in trust (voting or otherwise), exchange, gift, entering into any arrangement in respect of votes or the right to receive dividends, or any swap or other arrangement that transfers to another Person in whole or in part the consequences of ownership, in each case whether by operation of law or in any other way, whether or not voluntarily

The following terms have the meaning as set out in the corresponding Articles:

2.2 Unless the context otherwise requires:

(a) Words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the Company.

(b) The terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to these entire Articles or specified articles of these Articles, as the case may be.

(c) Words denoting the singular shall include the plural and words denoting any gender shall include all genders.

(d) Reference to days, months and years are to calendar days, calendar months and calendar years, respectively, unless defined otherwise or inconsistent with the context or meaning thereof.

(e) Any reference to “writing” shall include printing, typing, lithography and other means of reproducing words in visible form (including emails).

(f) Any reference to the word “include/including” shall be construed without limitation, and shall be construed as meaning “including, but not limited to”.

(g) References to any document in the “agreed form” means that the form of such document shall have been agreed to in writing or by exchange of letters or email amongst the Shareholders.

CHAPTER I

3. Share capital and variation of rights**.**

3.1 Subject to the provisions of the Act and these Articles, the shares in the capital of the Company shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.

3.2 (a) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within 1 (one) month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided:

i. 1 (one) certificate for all his shares without payment of any charges; or
ii. several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.

(b) every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon.

(c) in respect of any share or shares held jointly by several persons, the Company shall not be bound to issue more than 1 (one) certificate, and delivery of a certificate for a share to 1 (one) of several joint holders shall be sufficient delivery to all such holders.

3.3 (a) If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of INR 20 (Indian Rupees Twenty) for each certificate or such reasonable amount as may be revised by the Board from time to time.

(b) The provisions of Articles 3.2 and 3.3 shall mutatis mutandis apply to debentures of the Company.

3.4 Except as required by law, no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by, or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these 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.

3.5 (a) The Company may exercise the powers of paying commissions conferred by sub-section (6) of Section 40 of the Act, provided that the rate per cent. or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made thereunder.

(b) The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of Section 40 of the Act.

(c) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.

3.6 (a) 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.

(b) To every such separate meeting, the provisions of these Articles relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.

3.7 The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.

3.8 Subject to the provisions of Section 55 of the Act, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are to be redeemed on such terms and in such manner as the Company before the issue of the shares may, by special resolution, determine.

4. Lien.

4.1 (a) The Company shall have a first and paramount lien:

(i) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and

(ii) on all shares (not being fully paid shares) standing registered in the name of a single person, for all monies presently payable by him or his estate to the Company:

Provided that the Board of Directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause.

(b) The Company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.

4.2. The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien:

Provided that no sale shall be made:

(a) unless a sum in respect of which the lien exists is presently payable; or
(b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.

4.3

(a) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.
(b) The purchaser shall be registered as the holder of the shares comprised in any such transfer.
(c) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

4.4

(a) The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.
(b) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.

5. Calls on shares.

5.1

(a) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times:
(b) Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than 1 (one) month from the date fixed for the payment of the last preceding call.
(c) Each member shall, subject to receiving at least 14 (fourteen) days' notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on his shares.
(d) A call may be revoked or postponed at the discretion of the Board.

5.2 A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be required to be paid by instalments.

5.3 The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

5.4

(a) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at 10 % (ten per cent) per annum or at such lower rate, if any, as the Board may determine.
(b) The Board shall be at liberty to waive payment of any such interest wholly or in part.

5.5

(a) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these Articles, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.

(b) In case of non-payment of such sum, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

5.6 The Board

(a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and

(b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding, unless the Company in general meeting shall otherwise direct, 12% (twelve per cent) per annum, as may be agreed upon between the Board and the member paying the sum in advance.

6. Transfer of shares

6.1

(a) The instrument of transfer of any share in the Company shall be executed by or on behalf of both the transferor and transferee.

(b) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

6.2 The Board may, subject to the right of appeal conferred by Section 58 of the Act decline to register

(a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or

(b) any transfer of shares on which the Company has a lien.

6.3 The Board may decline to recognise any instrument of transfer unless:

(a) the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of Section 56 of the Act;

(b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and

(c) the instrument of transfer is in respect of only 1 (one) class of shares.

6.4 On giving not less than 7 (seven) days' previous notice in accordance with Section 91 of the Act and rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:

Provided that such registration shall not be suspended for more than thirty days at any one time or for more than 45 (forty-five) days in the aggregate in any year.

7. Transmission of shares.

7.1

(a) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the Company as having any title to his interest in the shares.

(b) Nothing in Article 7.1 (a) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.

7.2

(a) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either:

(i) to be registered himself as holder of the share; or

(ii) to make such transfer of the share as the deceased or insolvent member could have made.

(b) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.

7.3

(a) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects.
(b) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.
(c) All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.

7.4 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 90 (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.

8. Forfeiture of shares.

8.1. If a member fails to pay any call, or instalment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.

8.2. The notice aforesaid shall:

(a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and
(b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.

8.3. 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.

8.4.

(a) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.
(b) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.

8.5.

(a) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares.
(b) The liability of such person shall cease if and when the Company shall have received payment in full of all such monies in respect of the shares.

8.6.

(a) A duly verified declaration in writing that the declarant is a Director, the manager or the secretary, of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share;

(b) The Company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;
(c) The transferee shall thereupon be registered as the holder of the share; and
(d) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

8.7. The provisions of these Articles as to forfeiture shall apply in the case of non- payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

9 Alteration of capital

9.1 The Company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.

9.2 Subject to the provisions of Section 61 of the Act, the Company may, by ordinary resolution:

(a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
(b) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;
(c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;
(d) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.
(e) re-classify the authorise share capital of the Company.

9.3 Where shares are converted into stock:

(a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:
Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose.
(b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.
(c) such of the regulations of the Company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" in those regulations shall include "stock" and "stock-holder" respectively.

9.4 The Company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law:

(a) its share capital;
(b) any capital redemption reserve account; or
(c) any share premium account.

10 Capitalisation of profits.

10.1

(a) The Company in general meeting may, upon the recommendation of the Board, resolve:
  - (i) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and
  - (ii) that such sum be accordingly set free for distribution in the manner specified in Article 10.1(b) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

(b) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in Article 10.1, 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 (ii) and partly in that specified in sub-clause (iii);
  - (iv) 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;
  - (v) The Board shall give effect to the resolution passed by the Company in pursuance of this regulation.

10.2

(a) Whenever such a resolution as aforesaid shall have been passed, the Board shall:
  - (i) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and
  - (ii) generally do all acts and things required to give effect thereto.

(b) The Board shall have power:
  - (i) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and
  - (ii) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the Company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares;

(c) Any agreement made under such authority shall be effective and binding on such members.

11 Buy-back of shares.

Notwithstanding anything contained in these articles but subject to the provisions of Sections 68 to 70 of the Act and any other applicable provision of the Act or any other law for the time being in force, the Company may purchase its own shares or other specified securities.

12 General meetings.

12.1 All general meetings other than annual general meeting shall be called extra- ordinary general meeting

12.2

(a) The Board may, whenever it thinks fit, call an extraordinary general meeting.

(b) If at any time Directors capable of acting who are sufficient in number to form a quorum are not within India, any Director or any two members of the Company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board

13. Proceedings at general meetings.

13.1

(a) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
(b) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in Section 103 of the Act.

13.2 The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the Company.

13.3 If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the Directors present shall elect one of their members to be Chairperson of the meeting.

13.4 If at any meeting no Director is willing to act as Chairperson or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairperson of the meeting.

14. Adjournment of meeting.

14.1

(a) The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.
(b) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
(c) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
(d) Save as aforesaid, and as provided in Section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

15. Voting rights.

15.1 Subject to any rights or restrictions for the time being attached to any class or classes of shares:
(a) on a show of hands, every member present in person shall have 1 (one) vote; and
(b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the Company.

15.2 Subject to the provisions of Section 47 of the Act, every member of the Company and holding any preference shares therein shall in respect of such shares have a right to vote only on resolutions placed before the Company which directly affects the rights attached to the preference shares.

15.3 A member may exercise his vote at a meeting by electronic means in accordance with Section 108 of the Act and shall vote only once.

15.4

(a) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.
(b) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.

15.5 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 / through his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.

15.6 Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.

15.7 No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.

15.8

(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 Chairperson of the meeting, whose decision shall be final and conclusive.

16. Proxy.

16.1 A member may appoint a proxy to attend and vote on its behalf at any general meeting. The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the Company not less than 48 (forty-eight) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.

16.2 An instrument appointing a proxy shall be in the form as prescribed in the rules made under Section 105 of the Act.

16.3 A proxy shall be entitled to speak at a meeting and subject to the provisions of the Act, may not vote, except on a poll.

16.4 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:

16.5 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.

17. Board of Directors.

17.1 The number of the Directors and the names of the first Directors shall be determined in writing by the subscribers of the memorandum or a majority of them.

17.2

(a) The remuneration of the Directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.
(b) In addition to the remuneration payable to them in pursuance of the Act, the Directors may be paid all travelling, hotel and other expenses properly incurred by them:

17.3 The Board may pay all expenses incurred in getting up and registering the Company.

17.4 The Company may exercise the powers conferred on it by Section 88 of the Act with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that section) make and vary such regulations as it may think fit respecting the keeping of any such register.

17.5 All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.

17.6 Every Director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose.

17.7

(a) Subject to the provisions of Section 149 of the Act, the Board shall have power at any time, and from time to time, to appoint a person as an additional Director, provided the number of the Directors and additional Directors together shall not at any time exceed the maximum strength fixed for the Board by the articles.

(b) Such person shall hold office only up to the date of the next annual general meeting of the Company but shall be eligible for appointment by the Company as a Director at that meeting subject to the provisions of the Act.

17.8 The Directors need not hold any qualification shares in the Company.

17.9 The Directors shall not be liable to retire by rotation.

18. Proceedings of the Board.

18.1

(a) The Board may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.

(b) A Director may, and the manager or secretary on the requisition of a Director shall, at any time, summon a meeting of the Board.

18.2

(a) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.

(b) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.

18.3 The continuing Directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that fixed for the quorum, or of summoning a general meeting of the Company, but for no other purpose.

18.4

(a) The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.

(b) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within 5 (five) minutes after the time appointed for holding the meeting, the Directors present may choose one of their number to be Chairperson of the meeting.

18.5

(a) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit.

(b) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.

18.6

(a) A committee may elect a Chairperson of its meetings.

(b) 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.

18.7

(a) A committee may meet and adjourn as it thinks fit.

(b) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairperson shall have a second or casting vote.

18.8 All acts done in any meeting of the Board or of a committee thereof or by any person acting as a Director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any 1 (one) or more of such Directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such Director or such person had been duly appointed and was qualified to be a Director.

18.9 Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.

19. Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer.

19.1 Subject to the provisions of the Act:

(a) A chief executive officer, manager, Company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may thinks 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;
(b) A Director may be appointed as chief executive officer, manager, Company secretary or chief financial officer.

19.2 A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and chief executive officer, manager, Company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, chief executive officer, manager, Company secretary or chief financial officer.

20. Borrowing Powers.

20.1 The Board may, from time to time, subject to the provisions of Sections 73 and 179 of the Act and rules therein, raise or borrow any sums of money for and on behalf of the Company from the members or from other persons, companies or banks. Directors may also advance monies to the Company on such terms and conditions as may be approved by the Board.

20.2 The Board may, from time to time, secure the payment of such money in such manner and upon such terms and conditions in all respects as they think fit.

21. The Seal.

21.1

(a) The Board shall provide for the safe custody of the seal.
(b) The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in that behalf, and except in the presence of at least 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.

22. Dividends and Reserve.

22.1 The Company may, subject to the Act, in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.

22.2 Subject to the provisions of Section 123 of the Act, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the Company.

22.3

(a) The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalizing dividends; and pending such application, may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time, thinks fit.

(b) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.

22.4

(a) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the Company, dividends may be declared and paid according to the amounts of the shares.

(b) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.

(c) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.

22.5 The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.

22.6

(a) Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.

(b) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.

22.7 Any one of 2 (two) or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.

22.8 Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.

22.9 No dividend shall bear interest against the Company.

23. Accounts.

23.1

(c) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the Company, or any of them, shall be open to the inspection of members not being Directors.

(d) No member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorised by the Board or by the Company in general meeting.

24. Winding up.

24.1 If and when the Company is to be wound up, the same shall be governed by the Act.

24.2 Subject to the provisions of Chapter XX of the Act and rules made thereunder:

(a) If the Company shall be wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the Company, whether they shall consist of property of the same kind or not.

(b) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.

(c) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

25. Indemnity**.**

Every officer of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal.

CHAPTER II

26. Board Composition & Board Meetings.

Subject to the provisions of the Act, these Articles and the Charter Documents, the Board shall be responsible for the management, supervision, direction and control of the Company. The Board may exercise all powers of the Company and do all lawful acts and things as are permitted under Applicable Laws and the Charter Documents of the Company. The Board shall be entitled to delegate its powers to such persons and such committees that the Board may create to assist it in developing and meeting its business strategy and objectives.

26.1.1 The Board to consist of a maximum of 8 (eight) Directors or such number of Directors as may be agreed between the Parties from time to time. The Board shall be composed of: (a) Hari Krishan Agarwal, as the managing director; (b) Nikhil Aggarwal, as a whole-time director, (c) Ankur Thadani, as a non-executive non-independent director; (d) Anil Rai Gupta, as a non-executive non-independent director; and (d) four independent directors, each as appointed in accordance with the terms and conditions set out in this Article 26 (Board Composition and Board Meetings).

26.1.2 The Company and each Shareholder agree to exercise all powers and rights available to them (including, in respect of the Shareholders, voting their respective Equity Shares) to ensure: (a) the Board is, at all times, comprised of such number of Directors as contemplated in this Article 26 (Board Composition And Board Meetings); and (b) that each of the persons nominated by the Investors or the Promoters (as applicable) is expeditiously appointed or removed (as the Investors or the Promoters, as applicable, may instruct) as a Director or an observer (as applicable) in accordance with this Article 26 (Board Composition And Board Meetings). All Directors shall be appointed at a Board Meeting as the first item of business conducted at such Board Meeting.

26.2 **Investor Directors**.

26.2.1. Subject to Article 26.2.2 below, the Investors shall be entitled to nominate such number of Directors (collectively, the “**Investor Directors**,” and each, an “**Investor Director**”) to the Board as is proportionate to the percentage shareholding in the Company constituted by the Investor Securities in the Equity Share Capital on a Fully Diluted Basis (the “**Investors’ Shareholding**”).

26.2.2 Without prejudice to the foregoing, on and from the Completion Date, for so long as the Investors’ Shareholding does not fall below 5% (five percent) of the Equity Share Capital on a Fully Diluted Basis (the “**Governance Rights Threshold**”), the Investors shall, at all times, be entitled to nominate at least 2 (two) Investor Directors, provided, however, if the QRG Investor ceases to hold any Equity Securities, the TPG Investor shall, for so long as the Investors' Shareholding is equal to, or above, the Governance Rights Threshold, be entitled to nominate at least 2 (two) Investor Directors. It is, however, clarified that, subject to the terms and conditions herein, any sale of Equity Securities by the QRG Investor to any Person other than TPG Investor shall not entitle such Person to appoint an additional Director on the Board irrespective of such Person's shareholding in the Company.

26.2.3 The Investors shall not appoint as an Investor Director or Investor Observer any person who is a director or an observer on the board of directors of a Competitor. Each Investor Director shall be a non-executive Director and shall not be liable to retire by rotation. Each Investor may, at any time, remove from office an Investor Director nominated by such Investor and, if desired, appoint another individual as a Director in his or her place. The Investor Directors shall not be required to hold any qualification shares.

26.3 **Investor Observer**. For so long as the Investors' Shareholding is equal to, or above, the Governance Rights Threshold, each Investor shall be entitled to nominate 1 (one) observer to the Board ("**Investor Observer**"). The Investor Observer shall be bound by the confidentiality obligations of the Investors, Additional Investors, the Promoters and the Company under Article 40 (Confidentiality) of the Shareholders' Agreement in relation to any information received by such observer in such capacity.

26.4 **Promoter Directors**. The Promoters shall be entitled to nominate up to 4 (four) Directors (collectively, the "**Promoter Directors**") for as long as the Promoters and their Affiliates, collectively, hold a majority of the voting Equity Shares on a Fully Diluted Basis. The Promoters may, at any time, remove from office any such Promoter Director appointed by them and, if desired, appoint another individual as a Director in his or her place.

26.5 **Independent Director**. The TPG Investor and the Promoters shall jointly nominate 1 (one) independent director, who is a reputable person (the "**Independent Director**"). The Company, each Promoter and the TPG Investor agree to exercise all their powers and rights available to them under these Articles and the Act to ensure that the person nominated by the TPG Investor and the Promoters as an Independent Director is elected at a Shareholders' Meeting.

26.6 **Casual Vacancy and Alternate Directors**.

26.6.1 The Promoters and the Investors may, at their discretion, require a Director nominated by them to resign or be removed for any reason whatsoever. In the event of a vacancy arising on account of the resignation or removal of a Director or the office of the Director becoming vacant for any reason, the Promoters or the Investors, as the case may be, who has appointed or nominated such Director shall be entitled to nominate another individual to fill the vacancy. The Promoters or the Investors making an appointment or removal under this Article 26.6 (Casual Vacancy and Alternate Directors) must do so by giving written notice of appointment or removal to the Company. Subject to Applicable Laws, such appointment or removal shall take effect from the time stated in the notice or, if no such time is stated, immediately on delivery of the relevant notice to the Company.

26.6.2 The Promoters, the Investors and the Directors shall be entitled to nominate an alternate Director to act in accordance with the Act. The Promoters, the Investors and the Directors shall also have a right to withdraw the nominated alternate Director, and nominate another in his or her place. The alternate Director shall (except as regards the power to appoint an alternate Director pursuant to this Article 26.6 (Casual Vacancy and Alternate Directors) be subject, in all respects, to the terms and conditions existing with reference to the other Directors and each alternate Director, whilst acting in such capacity, shall exercise and discharge all the functions, powers and duties of the Director he or she represents. Every person acting as an alternate Director shall have 1 (one) vote for each Director for whom he or she acts as an alternate (in addition to his or her own vote if he or she is also a Director). Any person appointed as an alternate Director shall vacate his or her office as such alternate Director if and when: (a) the Board removes him or her in accordance with this Article 26.6 (Casual Vacancy and Alternate Directors); or (b) the Director for whom he or she was an alternate vacates office as Director. A Director shall not be liable for the acts or defaults of any alternate Director appointed by him or her.

26.7 **Chairman**. The chairman of the Board shall be appointed by a simple majority of the Directors in attendance at any duly convened meeting of the Board. The chairman shall not have a casting vote or extra vote.

26.8 **Fees and Expenses of Directors**. Subject to the relevant provisions of the Act, the Company shall reimburse the Directors for all reasonable out-of-pocket expenses incurred by the Directors in order to attend Shareholders' Meetings, Board Meetings, committee and other meetings of the Company or otherwise perform their duties and functions as Directors or as members of any committee of the Company.

26.9 **Indemnification of Directors**. The Company shall indemnify each Director (including an alternate Director appointed in accordance with Article 26.6.2 above) to the maximum extent permissible under Applicable Laws, including against:

26.9.1 any action, omission or conduct of or by the Company, the Investors, the Promoters or their respective Representatives as a result of which, in whole or in part, such Director 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;

26.9.2 any action or failure to act by such Director at the request of or with the consent of the Company, the Investors, or any of the Promoters; and / or

26.9.3 contravention of Applicable Law including, without limiting the generality of the foregoing, laws relating to provident fund, gratuity, labour, environment, pollution, the Compliance Laws, any action or proceedings taken against such Director in connection with any such contravention or alleged contravention.

26.10 **Directors' and Officers' Insurance.** Each Director shall be covered under a directors' and officers' insurance policy from an 'AAA' rated insurance company (the "D&O Liability Insurance") for any and all liabilities, costs or expenses (including reasonable legal fees and expenses) accruing, incurred, suffered, and / or borne by such Director in exercising his or her powers, functions and duties as a Director. The Additional Investors, the Promoters and the Company hereby agree that the terms and conditions of the D&O Liability Insurance shall be satisfactory to the Investors.

26.11 **Board Meetings**. All meetings of the Board shall be convened and conducted in accordance with the provisions of the Act and the Charter Documents (each such meeting, a "Board Meeting").

26.12 **Frequency and Location**. The Board shall meet: (a) such that a period of not more than 120 (one hundred and twenty) days shall intervene between 2 (two) consecutive Board Meetings; or (b) if reasonably requested by any Director.

26.13 **Notice**. A Board Meeting may be called by any Director giving notice in writing to the company secretary, or any other Person nominated in this regard by the Board, specifying the date, time and agenda for such Board Meeting. The company secretary (or such nominated Person) shall upon receipt of such notice, issue a copy of such notice to all Directors of the Company, accompanied by a written agenda specifying the business of such Board Meeting and copies of relevant information and documents pertinent for such Board Meeting. The Company shall ensure that sufficient information is included within such notice to the Directors to enable each Director to make a decision on the issue in question at such Board Meeting. Not less than a minimum 15 (fifteen) days' prior written notice shall be given to each Director for any Board Meeting, accompanied by the agenda for the Board Meeting, provided that, subject to Applicable Laws, a Board Meeting may be convened at a shorter notice in the event more than 75% (seventy five percent) of the Directors (including at least 1 (one) TPG Investor Director) provide written consent in relation to the same.

26.14 **Quorum**. The quorum for a Board Meeting shall require the attendance of at least 3 (three) Directors, including at least 1 (one) Promoter Director and 1 (one) TPG Investor Director. If the quorum is not present within 30 (thirty) minutes of the scheduled time for the Board Meeting, or, if during the Board Meeting there is no longer a quorum, the Board Meeting shall be adjourned and reconvened at the same day, place and time in the following week, or at such time as may be agreed to by the majority of the Directors, (including at least 1 (one) TPG Investor Director and at least 1 (one) Promoter Director), with the same agenda (an "**Original Agenda**"). If at 2 (two) consecutively adjourned Board Meetings, the quorum is not present within 30 (thirty) minutes of the scheduled time for the Board Meeting, then, subject to the Act, the Directors present, in person or through alternate Directors, shall constitute the quorum, provided, however, that at least 2 (two) Directors are present in person or through an alternate Director and the Board Meeting shall proceed with respect to only such business as stated in the Original Agenda for the Board Meeting as if the quorum was duly present at such reconvened Board Meeting. Notwithstanding the foregoing but without prejudice to Article 31.10 (Business Plan), if no TPG Investor Director is present at a Board Meeting, including an adjourned Board Meeting, no Affirmative Vote Matter shall be decided at such Board Meeting, provided, however, that the presence of a TPG Investor Director will not be required at a Board Meeting if the TPG Investor Director has already notified the Board (in writing) of its decision with respect to an Affirmative Vote Matter proposed to be discussed at such Board Meeting and as set forth in the Original Agenda.

26.15 **Voting.** Each Director is entitled to cast 1 (one) vote at any Board Meeting.

26.16 **Resolutions in Writing / Circulation**. Subject to Article 28 (Affirmative Vote Matters) and Applicable Laws, a resolution in writing of the Board shall be as valid and effective as if it had been a resolution passed at a Board Meeting duly convened and held if the resolution is signed in support thereof by all of the Directors for the time being. Without affecting the generality of the foregoing, where the resolution is with respect to, or includes, an Affirmative Vote Matter, then the resolution shall require the written consent of at least 1 (one) TPG Investor Director. Any such resolution bearing the signature of any Director and dispatched by facsimile transmission or electronic mail shall constitute a valid document for the purpose of this Article 26.17.

26.17 **Telephonic / Video Participation**. Subject to the other terms of these Articles, the Directors may participate and vote in Board Meetings by telephone or video conferencing or any other means of contemporaneous communication, in the manner permitted under Applicable Laws.

26.18 **Directors' Access**. Any Director shall be entitled to examine the books, accounts and records of the Company and shall have, during normal business hours of the Company and with prior reasonable written notice, the right to reasonably inspect the properties and facilities of the Company. The Company shall provide such information relating to its business affairs and financial position as may be decided by the Board and as any Director may reasonably require. Subject to Applicable Laws, any Director may provide such information to the Shareholder who has nominated such Director. The relevant Director and Shareholder shall be bound by the confidentiality obligations of the Investors, Additional Investors, the Promoters and the Company under Article 40 (Confidentiality) of the Shareholders' Agreement in relation to such information received.

26.19 **Committees of the Board.**

(a) The Board may, from time to time, establish committees and / or sub-committees, as required, to assist with the management of specific aspects of the operation and management of the Company and the Business,; provided, however, the TPG Investor shall have the right (but not an obligation) to request the Board to set up an audit committee and / or a compensation committee. At least 1 (one) TPG Investor Director (for so long as the Investors' Shareholding is equal to, or above, the Governance Rights Threshold) and 1 (one) Promoter Director shall be appointed to each committee or sub-committee of the Board.
(b) Such committees / sub-committees shall function within the framework delegated by the Board.
(c) Such committees / sub-committees shall not decide on any Affirmative Vote Matter without obtaining the prior written consent of the TPG Investor Director appointed to such committee / sub-committee.

27 Shareholders' Meetings.

27.1 All meetings of the Shareholders shall be convened and conducted in accordance with the provisions of the Act and the Charter Documents (each such meeting, a "**Shareholders' Meeting**").

27.2 **Frequency and Location**. The Company shall hold at least 1 (one) Shareholders' Meeting in any given calendar year. The annual general meeting shall be held in each calendar year within 6 (six) months following the end of the previous Financial Year. All Shareholders' Meetings, other than the annual general meeting, shall be extraordinary general meetings of Shareholders. All Shareholders' Meetings shall be held at such place as the Board may from time to time reasonably determine as convenient for the Directors. Subject to the Act, the Board may convene any Shareholders' Meeting whenever it may deem fit.

27.3 **Notice**. Subject to the Act: (a) a minimum 21 (twenty one) days' prior written notice shall be given to all the Shareholders of any Shareholders' Meeting, accompanied by the agenda for such Shareholders' Meeting; and (b) such notice may be waived or a Shareholders' Meeting may be called by giving a shorter notice if at least 95% (ninety five percent) of all the Shareholders entitled to vote at such Shareholders' Meeting provide their written consent for such shorter notice, provided, however, that, if the agenda for such Shareholders' Meeting convened at shorter notice includes any Affirmative Vote Matter, the consent of the TPG Investor shall also be required for convening such Shareholders' Meeting on shorter notice. Subject to the Act, the notice of each Shareholders' Meeting shall include a Board approved agenda (pursuant to Article 26.11 (Board Meetings) setting out the business proposed to be transacted at the Shareholders' Meeting, together with copies of all relevant information and documents connected therewith and / or proposed to be placed before or tabled at the Shareholders' Meeting, provided, however, that no Affirmative Vote Matter shall be transacted or discussed at any Shareholders' Meeting unless agreed to, or approved by, the TPG Investor in writing in advance.

27.4 **Quorum**. Subject to the Act, the quorum for any Shareholders' Meeting shall be Shareholder(s) present in person or by proxy or attorney, representing 50% (fifty percent) of the outstanding Equity Shares, at the beginning of the Shareholders' Meeting and throughout the Shareholders' Meeting. In compliance with the Act, the quorum for the Shareholders' Meeting shall be at least 2 (two) Shareholders, provided, however, that, where an Affirmative Vote Matter is to be discussed, the quorum shall also require the presence of the TPG Investor or an authorized Representative of the TPG Investor (unless waived in writing by the TPG Investor) (the "**TPG Investor Authorised Representative**"). If the quorum is not present within 30 (thirty) minutes from the scheduled time for the Shareholders' Meeting or, if, during the Shareholders' Meeting, there is no longer a quorum, the Shareholders' Meeting shall be adjourned and reconvened at the same day, at the same time and place next week, or at such other day, date and / or time or place as the Board may determine, with the same agenda (an "**Original Shareholders' Agenda**"). If at the adjourned Shareholders' Meetings, the quorum is not present within 30 (thirty) minutes of the scheduled time for the Shareholders' Meeting, then, subject to the Act, the Shareholders present at such Shareholders' Meeting shall constitute the quorum, and such Shareholders' Meeting shall proceed with only such business as stated in the Original Shareholders' Agenda for such Shareholders' Meeting as if the quorum was duly present at such reconvened Shareholders' Meeting. Notwithstanding the foregoing, if the TPG Investor or the TPG Investor Authorised Representative is not continuously present at a Shareholders' Meeting (including an adjourned Shareholders' Meeting), no Affirmative Vote Matter shall be decided at such Shareholders' Meeting. No new Affirmative Vote Matter shall be included in the agenda for, or decided by the Shareholders at, any adjourned meeting, unless approved in writing by the TPG Investor, provided, however, that the presence of the TPG Investor or the TPG Investor Authorised Representative will not be required at a Shareholders' Meeting if the TPG Investor has already notified the Company (in writing) of its decision with respect to an Affirmative Vote Matter proposed to be discussed at such Shareholders' Meeting and as set forth in the Original Shareholders' Agenda.

27.5 Voting. Subject to the provisions of Article 28 (*Affirmative Vote Matters*), with respect to a Shareholders' Meeting relating to an Affirmative Vote Matter, all resolutions at such Shareholders' Meeting shall be voted upon and shall be decided by a simple majority or a special majority, representing more than 50% (fifty percent) or 75% (seventy five percent), respectively, of the Equity Shares held by all the

Shareholders or their relevant authorised representatives (i.e. proxy or attorney) participating at the Shareholders' Meeting of the Shareholders, as required under the Act or the Articles, as the case may be.

27.6 **Telephonic / Video Participation**. Subject to Applicable Laws, the Shareholders may participate and vote in Shareholders' Meetings by video or telephonic conference. Where any Shareholder participates in a Shareholders' Meeting by means of video conferencing, the Company shall ensure that such Shareholder has been provided with a copy of all documents to be referred to during such Shareholders' Meeting prior to commencement of the Shareholders' Meeting; provided, that such Shareholder shall have informed the Company, at least 5 (five) Business Days prior to the date of the scheduled Shareholders' Meeting of his intention to participate in such a Shareholders' Meeting by Shareholders through video or telephonic conference.

28 Affirmative Vote Matters.

28.1 Unless otherwise provided in the Act, the Charter Documents or the Shareholders' Agreement, at a duly convened Board Meeting with requisite quorum (including for any reconvened Board Meetings in accordance with Article 26.14 (*Quorum*) all decisions shall be taken by a simple majority (i.e., the affirmative vote of more than 50% (fifty percent)) of the Directors participating in such Board Meeting, provided, however, that, for so long as the Investors' Shareholding is equal to, or above, the Governance Rights Threshold, an Affirmative Vote Matter shall require the approval of at least 1 (one) TPG Investor Director and, where reasonably practicable, such TPG Investor Director shall consult with the QRG Investor Director prior to casting its vote with respect to such Affirmative Vote Matter.

28.2 Unless otherwise provided in the Act, the Charter Documents or the Shareholders' Agreement, at a duly convened Shareholders' Meeting with requisite quorum (including for any reconvened Shareholders' Meetings as set forth in Article 27.4 (*Quorum*), all decisions shall be approved if passed only with a simple majority or special majority, representing more than 50% (fifty percent) or 75% (seventy five percent), respectively, of the Equity Shares held by all the Shareholders or their relevant authorised representatives (i.e., proxy or attorney) participating at the Shareholders' Meeting, provided, however, that, for so long as the Investors' Shareholding is equal to, or above, the Governance Rights Threshold, an Affirmative Vote Matter shall require the approval of the TPG Investor or the TPG Investor Authorised Representative and, where reasonably practicable, the TPG Investor shall consult with the QRG Investor prior to casting its vote with respect to such Affirmative Vote Matter. It is further agreed that, subject to Applicable Laws, voting at a Shareholders' Meeting shall not be by way of show of hands.

29 Management and day to day control.

Subject to the supervision, oversight and direction of the Board, the Business shall be managed on a day-to- day basis by the Chief Executive Officer (the "CEO"), and the other senior management personnel of the Company (who will report to, and be responsible, to the CEO and the Board for the operations of the Business). The Investors, Additional Investors, the Promoters and the Company shall exercise all powers and rights available to them to ensure that Nikhil Aggarwal is appointed as the CEO of the Company by the Board promptly following the Completion Date. The Promoters and the TPG Investor shall jointly appoint all future CEOs of the Company. It is acknowledged and agreed that neither the Investors nor the Investor Directors shall be responsible for the day-to-day operation and / or management of the Business or the Company.

30 Investors' Rights In Subsidiaries**.**

30.1 **Subsidiary Board**. The Investors, Additional Investors, the Promoters and the Company shall ensure that, unless otherwise agreed by the TPG Investor and the Promoters, each Subsidiary (being a company), whether existing or future, shall be governed by a board or a similar governing body, as the case may be, constituted in substantially the same manner as set forth in Article 26.1 (*Composition of the Board*) and the term '*Company*' wherever appearing in Article 26 (*Board Composition and Board Meetings*) shall refer to such Subsidiary to give effect to the foregoing.

30.2 Notwithstanding anything contained in Article 30.1 (*Subsidiary Board*) above, for so long as the Investors' Shareholding is equal to, or above, the Governance Rights Threshold, the TPG Investor shall be entitled to nominate 1 (one) director to the board of directors of each existing or future Subsidiary (if any).

30.3 Subject to Article 30.1 (*Subsidiary Board*) above, the Investors, Additional Investors, the Promoters and the Company agree that the rights of the Investors set out in Article 26 (*Board Composition and Board Meetings*), Article 27 (*Shareholders' Meetings*) and Article 28 (*Affirmative Vote Matters*) above shall also extend to any of the existing or future Subsidiaries and shall be applicable *mutatis mutandis* to each of the Subsidiaries which shall be exercised at the sole discretion of the TPG Investor. Each Subsidiary shall amend its charter documents to incorporate the relevant provisions of Article 26 (*Board Composition and Board Meetings*), Article 27 (*Shareholders' Meetings*) and Article 28 (*Affirmative Vote Matters*).

30.4 The Investors, Additional Investors, the Promoters and the Company hereby agree that, in relation to matters with respect to the operation and management of a Subsidiary (other than a company) and its business, for so long as the Investors' Shareholding is equal to, or above, the Governance Rights Threshold, any Affirmative Vote Matter shall require the approval of the TPG Investor and, where reasonably practicable, the TPG Investor shall consult with the QRG Investor prior to casting its vote with respect to any such Affirmative Vote Matter.

31 CERTAIN COVENANTS.

31.1 Information and Reports. The Company shall provide to the Investors such information and reports as may be requested by the Investors (in such manner, and within such duration, as may be requested by the Investors), including:

31.1.1 a monthly MIS report in a form mutually acceptable to the Company, the Promoters and the TPG Investor, as soon as reasonably practicable, and, in any event, within 20 (twenty) days from the end of each month;

31.1.2 quarterly unaudited financial statements (including a profit and loss statement, balance sheet and cash flow statement), as soon as reasonably practicable, and, in any event, within 60 (sixty) days from the end of each quarter;

31.1.3 audited financial statements (including a profit and loss statement, balance sheet and cash flow statement), as soon as reasonably practicable, and, in any event, within 120 (one hundred and twenty) days from the end of the Financial Year;

31.1.4 notification of defaults under material agreements, where such default is for an amount equal to, or greater than, INR 100,000,000 (Rupees One Hundred Million), and material litigations where a claim by or against the Target Group Entities is for an amount equal to, or greater than, INR 2,500,000 (Rupees Two Million Five Hundred Thousand), in each case, within 10 (ten) Business Days of the Company or the Promoters becoming aware of such default or material litigation; and

31.1.5 any other information reasonably requested by the Investors.

32 **Inspection and Audit**.

31.2.1 ***Inspection***. Each of the Promoters and the Company shall procure that, upon prior notice of at least 3 (three) Business Days by an Investor, such Investor and its Representatives may, during Business Days and normal working hours: (a) inspect and examine and take copies of the books and records kept by the Company, including material contracts and such other information / documents as deemed necessary by the Investor; (b) access the premises of the Company; and (c) consult with and interview key employees and other members of the management team or employees of the Company. The reasonable out-of-pocket and documented cost for such inspection by the Investor or its Representatives shall be borne by the Investor.

31.2.2 **Audit**. The Company shall appoint one of the Big Four Firms, acceptable to the TPG Investor, in order to conduct: (a) the statutory audit of the Company (including Ankit International) for the Financial Year 2017-18; and (b) the statutory and internal audit of the Company (including Ankit International) from Financial Year 2018-19 onwards. The Investors, Additional Investors, the Promoters and the Company agree that the statutory audit of the Company for the Financial Year 2017-18 shall be conducted jointly by such Big Four Firm appointed by the Company and its existing statutory auditor as of the Completion Date.

31.3 **Intellectual Property**. Each Promoter acknowledges and agrees that, from and after the Completion Date, such Promoter shall have no rights in any Intellectual Property of the Business. It is hereby clarified that rights in any Intellectual Property developed by the Company or any of its Subsidiaries shall, at all times, be and remain the exclusive property of the Company, and each Promoter shall do all such acts and execute all such documents as required by the Company and / or the Investors to give effect to this intention.

31.4 Compliance with Laws.

31.4.1 Each of the Promoters shall ensure that the Company, its Subsidiaries and their respective Representatives (collectively, the "**Covered Persons**," provided, however, in connection with such Representatives, such Representatives shall be deemed to be Covered Persons only when engaging in any activity in connection with, or relating to the Business or the Company (including its Subsidiaries)) shall comply with the Anti-Corruption Laws, the Money-Laundering Laws and Sanctions Laws and Regulations (collectively, the "**Compliance Laws**"). Without limiting the generality of the foregoing, the Promoters shall not, and shall ensure that no Covered Person shall, directly or indirectly, when transacting with the Company, any of its Subsidiaries or otherwise engaging in any activity in connection with, or relating to, the Business, offer, authorize, promise, condone, participate in, or otherwise cause:

(a) the making of any gift or payment of anything of value to any Government Official by any Person to obtain any improper advantage, affect or influence any act or decision of any such Government Official, or assist the Company in obtaining or retaining business for, or with, or directing business to, any Person;

(b) the taking of any action by any Person which would violate or could reasonably be expected to constitute a violation of any applicable Compliance Laws; or

(c) the making of any false or fictitious entries in any books and records of the Company by any Person, that might, in each case, cause the Company to be involved in any litigation, investigation or other administrative or judicial proceedings, or have any Material Adverse Effect.

31.4.2 The Promoters shall cause the Company to adopt and implement, no later than 3 (three) months following the Completion Date; (a) the compliance policy contemplated by the compliance plan set out in Schedule 8 (*Compliance Plan*) of the Shareholders' Agreement (the "**Compliance Plan**") or a comparable compliance program and code of conduct acceptable to the Investor in its reasonable discretion (the "**Compliance Code**"); and (b) the other measures, actions, procedures and protocols contemplated by the Compliance Plan. The Compliance Code shall include, and shall be updated to include, policies and procedures reasonably designed to ensure compliance with all applicable Compliance Laws. In implementing the Compliance Code, the Company shall, and shall cause its directors, officers, employees, and agents, to follow the policies and procedures set forth in the Compliance Code, including: (a) all training, education, and certification procedures; (b) all due diligence procedures related to agents of the Company; (c) all audit and internal control procedures; (d) adequate commitment of resources to ensure the capacity to carry out the programs required by the Compliance Code; and (e) appropriate procedures to ensure accurate books and records and other policies and procedures set forth in the Compliance Code. On and subject to the terms of the Shareholders' Agreement (including the Compliance Plan), if requested by the TPG Investor, the Company shall cause a chief compliance officer to be appointed by the Company (who shall be a suitable and competent person with relevant knowledge of and experience with laws applicable to the Company to carry out the compliance function of the Company). The Company shall cause disciplinary procedures to be enforced and mechanisms for reporting suspected violations of policies, laws and regulations to be created.

31.4.3 Other than as mandated by Applicable Law, the Company shall ensure that the Company and Covered Persons shall not offer or provide a Government Official or Governmental Authority with an interest, whether direct or indirect, legal or beneficial, in the Company or in any of its Subsidiaries or any legal or beneficial interest in payments made to the Company pursuant to these Articles.

31.4.4 The Company shall ensure that no director or officer of the Company or its Subsidiaries shall make or cause to be made any false or misleading statements to, or shall attempt to coerce or fraudulently influence, an accountant in connection with any audit, review, or examination of the financial statements of the Company.

31.4.5 The Company shall ensure that no license, permit, or land use rights are obtained in violation of Compliance Laws.

31.4.6 The Company shall ensure that it shall maintain reasonable internal controls and procedures intended to ensure compliance with the Compliance Laws, including an anti-corruption compliance policy.

31.4.7 In the event the Company or the Promoters become aware of any act or omission on the part of a Representative (in the capacity of a Covered Person or otherwise), that results in, or may result in, a breach of any of the Compliance Laws, the Company shall, and the Promoters shall ensure that the Company shall: (a) promptly, and in any event, no later than within 5 (five) Business Days, notify the Investors of such breach in Compliance Laws; and (b) terminate its relationship with such Representative in all respects or procure that such Representative rectifies the breach, and implements policies and procedures to ensure it will not violate Compliance Laws going forward, in each case, to the satisfaction of the TPG Investor.

31.4.8 The Company shall, and shall procure that each of its Subsidiaries shall: (a) maintain its books and records in a manner that, in reasonable detail, accurately and fairly reflects the transactions and dispositions of the assets of the Company or the Subsidiary (as the case may be); (b) maintain a system of internal accounting controls sufficient to provide reasonable assurances that: (i) violations of applicable Compliance Laws will be prevented, detected, and deterred; (ii) transactions are recorded as necessary (A) to permit preparation of periodic financial statements in conformity with generally accepted accounting principles or any other criteria applicable to such statements and (B) to maintain accountability for assets; (iii) the recorded assets are compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences; (iv) access to its assets is permitted only in accordance with management's authorisation; and (v) does not maintain any off-the-books accounts or more than one set of books, records, or accounts.

31.4.9 Notwithstanding any other provision of the Shareholders' Agreement to the contrary, nothing herein shall: (a) require any Shareholder to make any payment that it reasonably believes will constitute a violation of the Compliance Laws or other Applicable Laws; or (b) prohibit any Shareholder, in its sole discretion, from reporting any actual or possible violation of the Compliance Laws, or other Applicable Laws to law enforcement officials.

31.4.10 The Promoters and the Company shall: (a) continue to take such measures as are required by Applicable Law to ensure that the funds invested in the Company are derived from transactions that do not violate the Compliance Laws; and (b) ensure that no Covered Person is a Person with whom transactions are prohibited under any of the Compliance Laws.

31.4.11 The Company shall not, and shall procure that no Covered Person shall: (a) do any act that would cause the Company or the Investors, or any of their respective Representatives, to be in violation of any Sanctions Laws and Regulations; (b) enter into or facilitate any new contract, investment, or transaction with a Sanctions Target that would cause an Investor to be in violation of, or be sanctionable under, any Sanctions Laws and Regulations; or (c) make any new equity investments or pursue any new business activities that would cause an Investor to be in violation of, or be sanctionable under, any Sanctions Laws and Regulations.

31.5 **Non-Compete.**

31.5.1 With respect to each Promoter, from the Completion Date until the date that is 2 (two) years after the date on which such Promoter (or his Affiliates) ceases to be a Shareholder (the "Restricted Period"), such Promoter shall not, and shall cause its Affiliates not to, individually or collectively, whether directly or indirectly, by themselves or in association with or through any Person, in any manner whatsoever (whether in its own capacity or in conjunction with or on behalf of any Person, as a partner, shareholder or Representative of any other Person), do, anywhere in India, or attempt to do or undertake any of the following activities:

(a) solicit, invest, participate or engage in establishing, developing or carrying on any business similar to, or in competition with, the Business, save and except as the: (i) direct holder of not more than 2% (two percent) of the shares carrying unrestricted voting rights in any company whose shares are listed on any Stock Exchange, or (ii) holder of investments in mutual funds; or
(b) assist, influence, encourage or induce such action in any manner whatsoever.

31.5.2 It is clarified that the abovementioned restrictions shall also be applicable to any joint ventures, consultancy agreements or any other similar arrangements entered into by any of the Promoters, directly or indirectly, including prior to the Completion Date except for the existing shareholding of the Promoters in: (a) Nikhil Footwears, provided, however, that: (i) the Promoters and / or their Affiliates shall not, directly or indirectly, conduct any business through, and shall not be operationally involved with, Nikhil Footwears; (ii) the shareholding of each Promoter in Nikhil Footwears shall be divested in full by such Promoter, in accordance with Paragraph 1 of Part B of Schedule 9 (Conditions Subsequent) of the Share Subscription and Purchase Agreement; and (iii) prior to such divestment, such Promoter shall not exercise any rights in respect of, or otherwise seek to control, govern, manage or influence the decision making of Nikhil Footwears and shall continue to maintain a dormant relationship with Nikhil Footwears; and (b) MG Udyog, provided, however, that the Promoters shall procure that: (i) MG Udyog is engaged solely in the manufacturing of the 'upper' product, run in the ordinary course of business and sells all such products manufactured by it exclusively to the Company; and (ii) the business of MG Udyog is consolidated within the Company, in accordance with Paragraph 2 of Part B of Schedule 9 (Conditions Subsequent) of the Share Subscription and Purchase Agreement.

31.6 **Non-Solicit.**

During the Restricted Period, each Promoter shall not, and shall cause that its Affiliates do not, individually or collectively, whether directly or indirectly, by themselves or in association with or through any Person, in any manner whatsoever (whether in its own capacity or in conjunction with or on behalf of any Person, as a partner, shareholder, or Representative of any other Person), do, attempt to do or undertake to do any of the following activities:

31.6.1 hire, induce, solicit, canvass or entice away any Person that is, or has within the 6 (six) months prior to the Completion Date been, a key managerial personnel or any other officer, Director, independent contractor, consultant (other than professional consultants and financial advisors), or employee of the Company (collectively, the "**Restricted Persons**") for any purpose, including to leave employment or otherwise interfere in any manner with the contractual, employment or other relationship of such Restricted Person with the Company;

31.6.2 canvass, solicit, interfere with or endeavour to direct or entice away any Person that is, or has been for a period of 12 (twelve) months prior to the Completion Date, a customer, distributor, supplier, dealer or agent of the Company for any purpose, including to terminate or otherwise interfere in any manner with the contractual or other relationship of such Person with the Company; or

31.6.3 assist any Person to do any of the foregoing things.

31.7 Each Promoter hereby agrees, acknowledges and confirms that the restrictions contained in the Shareholders' Agreement, including specifically those in Articles 31.5 (*Non-Compete*) and 31.6 (*Non-Solicit*) are reasonable and justified in light of the circumstances, and are not greater than necessary for the legitimate preservation of the value of the Company and / or protection of the Business, goodwill and / or other interests of the Company. In the event any of the restrictions contained in Articles 31.5 (*Non-Compete*) and 31.6 (*Non-Solicit*) are rendered void, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, the above restriction shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make the restrictions contained in Articles 31.5 (*Non-Compete*) and 31.6 (*Non-Solicit*) valid and effective. Notwithstanding the limitation of this provision by any Applicable Laws for the time being in force, each Promoter undertakes to, at all times, observe and be bound by the spirit, and commercial intent, of Articles 31.5 (*Non-Compete*) and 31.6 (*Non-Solicit*), provided, however, that on the revocation, removal or diminution of any Applicable Laws or provisions thereof, as the case may be, by virtue of which the restrictions contained in Articles 31.5 (*Non-Compete*) and 31.6 (*Non-Solicit*) were limited as provided hereinabove, the original restrictions would stand renewed and be effective to their original extent, as if they had not been limited by any Applicable Laws or provisions revoked. Each Promoter agrees and acknowledges that the covenants and obligations as set forth in Articles 31.5 (*Non-Compete*) and 31.6 (*Non-Solicit*) relate to special, unique and extraordinary matters, and that a violation of any of the terms of such covenants and obligations will cause the Investors and their respective Representatives irreparable injury. Each Promoter further agrees that the Investors shall be entitled to an interim injunction, restraining order or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain any Party and/or its Affiliates from committing any violation of the covenants and obligations contained in Articles 31.5 (*Non-Compete*) and 31.6 (*Non-Solicit*). These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Investors may have in law, equity or otherwise.

31.8 Each Party hereby agrees and acknowledges that this Article 31 (*Certain Covenants*) and the terms thereof are fundamental terms of the Shareholders' Agreement without which the Investors would not be willing to enter into the Shareholders' Agreement or any of the other Transaction Documents and proceed with the Transactions.

31.9 **MFN Right of the Investors**. The Company and each of the Promoters, jointly and severally, agree and undertake to the Investors that the Company shall not issue Equity Securities to any Person, other than the Investors or their respective Affiliates, on terms which are more favourable that those provided to the Investors, individually, or in the aggregate, in the Transaction Documents (including terms relating to covenants, representations, warranties, indemnities, and undertakings provided by the Company, the Promoters or their respective Affiliates) (the "**MFN Terms**"), without the prior written consent of the TPG Investor and subject to such other terms as the TPG Investor may prescribe in its sole discretion. Subject to the aforesaid, the Investors, Additional Investors, the Promoters and the Company agree that, in the event the Company and / or the Promoters offer MFN Terms to any current or future Shareholder(s) in relation to any proposed issuance of Equity Securities to such Shareholder(s), the terms of investment set out in the Transaction Documents, subject to Applicable Laws, shall be required to be revised to mirror the MFN Terms.

31.10 **Business Plan**.

31.10.1 The Board will procure that the management of the Company will prepare the Business Plan for the Company for each Financial Year before the start of such Financial Year, which shall be subject to the approval of the TPG Investor. The Company shall present a draft of the Business Plan (the "**Draft Business Plan**") to the Board and the TPG Investor at least 1 (one) month before the commencement of each Financial Year. The Draft Business Plan shall be approved by the TPG Investor, and, subject to Article 31.10.2, such Draft Business Plan approved Draft Business Plan shall be adopted by the Board and shall be the Business Plan for the relevant

Financial Year. The Promoters shall provide all support and assistance that is necessary to implement growth and investment plans approved by the Board.

31.10.2 If a TPG Investor Director or the TPG Investor (as applicable): (a) has not approved the Draft Business Plan set out in the applicable agenda prior to it being presented at a Board Meeting; and (b) the TPG Investor Director(s) has abstained from attending three consecutive duly called Board Meetings (including two consecutive duly called and adjourned Board Meetings) at which such Draft Business Plan was proposed to be discussed, then, with respect to the relevant Financial Year for which the Draft Business Plan is prepared, the Business Plan for the previous Financial Year will continue to be in force with an increase of 15% (fifteen percent) for each line item of such Business Plan, and such interim Business Plan shall continue to be applicable until such time as the Draft Business Plan or a new Business Plan is approved by the TPG Investor Director and the Board in accordance with this Article 31.10 (*Business Plan*).

31.11 **Non-conflict.**

31.11.1 The Investors, Additional Investors, the Promoters and the Company acknowledge that each Investor and its Affiliates invest in numerous Persons, some of which may compete with the Company, and that such Investor and its Affiliates will not be liable for any Claim arising out of, or based upon: (a) the fact that it holds or proposes to hold an investment in, or subject to Article 26.2.3, shall have designated or appointed any member(s) on the board of directors of, any Person that competes with the Company; or (b) subject to Article 40 (Confidentiality), any action taken by any of its respective Representatives to assist any such competing Person, whether or not such action was taken as a board member of such competing Person, or otherwise, and whether or not such action has a detrimental effect on the Company. To the fullest extent permitted under Applicable Law, the fiduciary duties of corporate opportunity, or any other analogous legal principle, shall not apply with respect to the Investors or any of their respective Affiliates, and none of the foregoing, nor any of their directors, officers, employees or agents (acting in any capacity) shall have any obligation to bring any corporate opportunities to the Company.

31.11.2 Each Promoter agrees and undertakes that should such Promoter become aware of any opportunity in relation to the Business, such Promoter shall bring such opportunity to the Company and shall accordingly inform the Board, the Investors and the other Promoter of such opportunity.

31.12 **Follow-on Investment.**

31.12.1 Subject to the consent of the Promoters, at any time during the period commencing on the Completion Date and ending on the date that falls 18 (eighteen) months after the Completion Date, each Investor shall have an option to exercise its right (but not an obligation) to make a follow-on investment in the Company of an amount up to USD 10,000,000 (USD Ten Million), by subscribing to additional Equity Shares, on terms and conditions mutually agreed between the Investors and the Promoters (the "Follow-On Investment").

31.12.2 The Company and the Promoters agree and undertake that, if, upon obtaining the consent of the Promoters, the Investors exercise their right to make the Follow-On Investment, in accordance with Article 31.12.1 above, then, subject to the Applicable Laws, the price per Equity Share in relation to the Equity Shares to be issued to the Investors pursuant to the Follow-On Investment shall be calculated using: (a) the EBITDA Multiple; and (b) a methodology for determining EBITDA which is consistent with the methodology and accounting principles used by the TPG Investor to calculate the Company's EBITDA for the purpose of determining the Investment Amount, and which shall be based on the audited accounts of the Company and Ankit International for the Financial Year immediately preceding the year in which the Follow-On Investment takes place.

31.13 Each Party hereby agrees and acknowledges that this Article 31 (Certain Covenants) and the terms thereof are fundamental terms of the Shareholders' Agreement without which the Investors would not be willing to enter into the Shareholders' Agreement or any of the other Transaction Documents.

32 **Transfer Conditions**.

32.1 **Transfer by Investors**. Subject to Article 33 (*QRG Transfer Conditions*), the Investors and / or their respective Affiliates shall have the right (but not an obligation) to freely Transfer the Investor Securities to any Person at any time, without any restrictions, provided, however, that the Investors and / or their respective Affiliates shall not be permitted to Transfer the Investor Securities to a Competitor, save and except where such Transfer is made pursuant to Article 37.4 (*Control Drag Along Right*) or Article 39 (*Event of Default*) below.

32.2 **Transfer by Promoters**. Subject to Article 32.3 (*Investors' First Refusal Right*), Article 32.4 (*Investors' Tag Along Right*) and Article 39 (*Event of Default*) below, each Promoter and / or any of its Affiliates shall have the right to freely Transfer the Equity Securities held by such Promoter to any Person (including an Affiliate) at any time, provided that where such Transfer is made to a Person who is an Affiliate of the Promoter, such Person shall be required to Transfer the Equity Securities back to the transferor Promoter in the event such Person ceases to be an Affiliate of the Promoter at any time. The Company and the Promoters shall do all acts, deeds or things to prevent all Transfers by the Promoters that are in violation, breach or non-compliance of this Article 32.2 (*Transfer by Promoters*), and all such Transfers not in compliance with this Article 32.2 (*Transfer by Promoters*) shall be null and void ab initio, provided, however, that the restrictions in this Article 32.2 (*Transfer by Promoters*), Article 32.3 (*Investors' First Refusal Right*) and/or Article 32.4 (*Investors' Tag Along Right*) shall not apply to:

32.2.1 Transfers pursuant to the exercise of the TPG Investor's Control Drag Along Right as set forth in Article 37.4 (*Control Drag Along Right*);

32.2.2 Transfers pursuant to Clause 7.7 of the Share Subscription and Purchase Agreement (*Liquidity to the Promoters*), it being clarified that such Transfer shall however be subject to Article 32.3 (*Investors' First Refusal Right*);

32.2.3 *inter se* Transfers by the Promoters of the Equity Shares held by them, respectively;

32.2.4 Transfers by Hari Krishan Agarwal of the Equity Shares held by him to any of his Relatives, or a trust of which such Relative is the sole beneficiary, subject to such Relative executing a Deed of Adherence in the form set out in Annexure 1 (*Form of Deed of Adherence*) of Part B of the Articles of Association, provided that: (a)at no time shall the Equity Shares directly held by Hari Krishan Agarwal, individually, constitute less than 51% (fifty one percent) of the Equity Share Capital on a Fully Diluted Basis; and (b) in the event such transferee ceases to be a Relative at any time, such transferee shall be required to Transfer the Equity Securities back to Hari Krishan Agarwal; and

32.2.5 Transfers by Nikhil Aggarwal of the Equity Shares held by him to any of his Relatives, or a trust of which such Relative is the sole beneficiary, subject to such Relative executing a Deed of Adherence in the form set out in Annexure 1 (*Form of Deed of Adherence*) of Part B of the Articles of Association, provided that: (a) at no time shall the Equity Shares directly held by Nikhil Aggarwal, individually, constitute less than 10% (ten per cent.) of the Equity Share Capital on a Fully Diluted Basis; and (b) in the event such transferee ceases to be a Relative at any time, such transferee shall be required to Transfer the Equity Securities back Nikhil Aggarwal.

32.3 **Investors' First Refusal Right.**

32.3.1 ***Transfers Subject to First Refusal Right***. Without prejudice to the TPG Investor's Control Drag Along Right as set forth in Article 37.4 (*Control Drag Along Right*), if any other Shareholder and / or its Affiliate (other than an Investor and / or its Affiliates that hold Equity Securities) (the "**Transferring Shareholder**") proposes to Transfer, directly or indirectly, any of the Equity Securities held by it to any Person, including to any other Shareholder or its Affiliate (except for those specifically permitted under Article 32.2.3, Article 32.2.4 and Article 32.2.5 above), each Investor or its Affiliates (the "**Offerees**") shall have a right of first refusal (such right, a "**First Refusal Right**") with respect to such Transfer as provided in this Article 32.3 (*Investor's First Refusal Right*).

32.3.2 ***Transfer Notice***. If a Transferring Shareholder receives an offer from a third party to purchase any or all of the Equity Securities held by it and the Transferring Shareholder proposes to accept such offer, the Transferring Shareholder shall first send an irrevocable and binding written offer (a "**Transfer Notice**") to the Investors, which shall identify, among other things: (a) the name of the Transferring Shareholder; (b) the identity of the proposed transferee (the "**Transferee**"); (c) the number of Equity Securities to be Transferred (collectively, the "**Offered Securities**"); (d) the price per Offered Security, which shall be in the form of cash consideration only (collectively, the "**Offer Price**"), and all other terms and conditions of the proposed Transfer; and (e) a representation that no other consideration, directly or indirectly, is being provided to the Transferring Shareholder in relation to the offer, and shall offer to sell to the Investors (or their respective nominated-Offerees), collectively, all and not less than all of the Offered Securities on the same terms as those made by such Transferee in the offer and as set out in the Transfer Notice.

33.3.3 ***First Refusal Right***. The TPG Investor shall have the right (but not an obligation), exercisable in its sole discretion within a period of 30 (thirty) days from the date of receipt by the TPG Investor of the Transfer Notice (the "**Offer Period**"), to purchase, together with the QRG Investor, all of the Offered Securities on the terms and conditions set forth in the Transfer Notice.

It is hereby acknowledged and agreed that, if the TPG Investor elects to exercise the First Refusal Right pursuant to this Article 32.3 (*Investor's First Refusal Right*), each Investor shall be entitled to exercise the First Refusal Right for such number of the Offered Securities representing such Investor's pro-rata percentage vis-a-vis that of the other Investor with respect to the Investor Securities (on a Fully Diluted Basis).

32.3.4 ***Exercise of First Refusal Right or Tag Along Right by the TPG Investor***. Upon receipt of a Transfer Notice, the TPG Investor may: (a) elect to exercise its First Refusal Right (the "**TPG Investor Offeree**"), and agree to purchase all and not less than all of such number of the Offered Securities representing the TPG Investor's *pro-rata* percentage *vis-a-vis* that of the QRG Investor's with respect to the Investor Securities (on a Fully Diluted Basis)(collectively, the "**TPG Offered Securities**") on the terms set out in the Transfer Notice; (b) exercise the Tag Along Right in accordance with Article 32.4 (*Investors' Tag Along Right*) below; or (c) elect not to exercise its First Refusal Right or Tag Along Right. In case of (a) or (b) in this Article 32.3.4, the TPG Investor Offeree shall notify the Transferring Shareholder in writing of its agreement to purchase all but not less than all of the TPG Offered Securities or exercise its Tag Along Right within the Offer Period (a "**TPG Confirmation Notice**"), as the case may be. If the TPG Investor Offeree agrees to purchase the TPG Offered Securities, the TPG Confirmation Notice is required to include a statement of the number of TPG Investor Securities held by the TPG Investor Offeree and an acceptance to purchase all and not less than all of the TPG Offered Securities on the terms set out in the Transfer Notice. A TPG Confirmation Notice shall be irrevocable and shall be binding on the TPG Investor Offeree to purchase the TPG Offered Securities. The failure of the TPG Investor Offeree to give a TPG Confirmation Notice within the Offer Period shall be deemed to be a waiver of the TPG Investor Offeree's First Refusal Right and Tag Along Right in relation to the Transfer of such TPG Offered Securities to the Transferee, provided, however, that such deemed waiver shall not be deemed to be a waiver for any such future exercise of a First Refusal Right or Tag Along Right.

32.3.5 Notwithstanding anything contained in Article 32.3.4 above, in the event the TPG Investor Offeree exercises its First Refusal Right, but the QRG Investor Offeree elects not to exercise its First Refusal Right, as contemplated under Article 32.3.6 below, in addition to the TPG Offered Securities, the TPG Investor Offeree shall be entitled (but not obliged) to purchase the QRG Investor Offered Securities. In such an event, the TPG Confirmation Notice shall be deemed to be modified accordingly to entitle the TPG Investor Offeree to purchase all, but not less than all, of the Offered Securities pursuant to the First Refusal Right available to the TPG Investor Offeree.

32.3.6 ***Exercise of First Refusal Right by the QRG Investor***. If the QRG Investor elects to exercise its First Refusal Right (the "**QRG Investor Offeree**"), the QRG Investor Offeree shall issue a written notice of exercise (a "**QRG Confirmation Notice**") within the Offer Period to the Transferring Shareholder (with a copy to the TPG Investor). Notwithstanding the foregoing, the QRG Investor Offeree shall not be entitled to exercise its First Refusal Right in the event:

(a) the TPG Investor Offeree elects to exercise the Tag Along Right as contemplated in Article 32.3.4 above; or

(b) the TPG Investor Offeree does not exercise its First Refusal Right or rejects the offer to purchase the TPG Offered Securities,

provided, further, that, in case of (b) above, the QRG Investor Offeree shall be entitled to exercise its First Refusal Right with respect to the QRG Investor Offered Securities, if the Transferring Shareholder consents (but the Transferring Shareholder is not obligated to transfer the QRG Investor Offered Securities to the QRG Investor Offeree).

32.3.7 The QRG Confirmation Notice shall include a statement of the number of Investor Securities held by the QRG Investor Offeree and an acceptance to purchase all and not less than all of such number of the Offered Securities representing the QRG Investor's *pro-rata* percentage vis-a-vis that of the TPG Investor's with respect to the Investor Securities (on a Fully Diluted Basis) (collectively, the "**QRG Investor Offered Securities**") on the terms set out in the Transfer Notice. A QRG Confirmation Notice shall be irrevocable and shall be binding on the QRG Investor Offeree to purchase all the QRG Investor Offered Securities. The failure of the QRG Investor Offeree to give a QRG Confirmation Notice within the Offer Period shall be deemed to be a waiver of the QRG Investor Offeree's First Refusal Right, provided, however, that such deemed waiver shall not be deemed to be a waiver for any such future exercise of a First Refusal Right or Tag Along Right.

32.3.8 ***Sale to Third-Party Purchaser***. If an Investor has not delivered its Confirmation Notice, or if such Investor has rejected the offer made by the Transferring Shareholder in the Transfer Notice and has not exercised its Tag Along Right, then, subject to Article 32.3.5 and Article 37.4.7, the Transferring Shareholder may Transfer all, but not less than all, of such Offered Securities, offered to such Investor to the Transferee identified in the Transfer Notice on the terms and conditions set forth in the Transfer Notice, provided, however, that: (a) such sale is bona fide; (b) the aggregate price for the sale to the Transferee is calculated on a price per Equity Security equal to, or higher than, the Offer Price, and the sale is otherwise on the same terms and conditions set forth in the Transfer Notice; (c) the Transfer is made within 75 (seventy five) days after the giving of the Transfer Notice, provided that the said 75 (seventy five) day period shall be extended only for such additional period as is required to obtain any required Governmental Approval for such Transfer; and (d) the Transferee executes the Deed of Adherence, as set out in Annexure 1 (*Form of Deed of Adherence*) of Part B of the Articles of Association. If such a Transfer does not occur pursuant to the terms and conditions set forth in the Transfer Notice and in this Article 32.3.8, including within the applicable time periods mentioned in this Article 32.3.8, for any reason except for reasons attributable to a delay in receipt of any required Government Approvals, the restrictions provided herein shall again become effective, and no Transfer of Equity Securities may be made by the Transferring Shareholder thereafter without again making an offer to the Investors or any other Person nominated by the Investors in accordance with this Article 32.3 (*Investors' First Refusal Right*).

32.3.9 ***Closing***. The closing of any purchase by an Offeree of the Offered Securities which an Offeree is entitled to, by such Offeree, shall be held at the registered office of the Company at such time as may be mutually agreed on or before the 90^{th} (ninetieth) day after the giving of the Transfer Notice or at such other time and place as the parties to the transaction may agree. The said 90 (ninety) day period shall be extended for an additional period as may be necessary and agreed between the parties to such transaction or where such additional period is required to obtain any Governmental Approval for such purchase and payment. At such closing, the Transferring Shareholder shall deliver certificates representing such Offered Securities, accompanied by duly executed instruments of transfer or duly executed transfer instructions to the relevant depositary participant, if applicable. Such Offered Securities shall be transferred free and clear of any and all Encumbrances, and the Transferring Shareholder shall further represent and warrant that it is the beneficial and record owner of such Offered Securities. The Offeree purchasing such Offered Securities shall deliver, at such closing, payment in full based on the Offer Price. At such closing, all of the parties to the transaction shall execute such additional documents as may be necessary or appropriate to effect the sale of such Offered Securities to the Offeree.

32.4 **Investors' Tag Along Right.**

32.4.1 Without prejudice to Article 37.4.7, if the TPG Investor Offeree elects to exercise its right to tag along the Investor Securities by specifying such intention in the TPG Confirmation Notice (the "**Tag Along Notice**") to the Transferring Shareholder (the "**Tag Transferring Shareholder**"), then the Tag Transferring Shareholder shall ensure that the Transferee purchases from such Tag Transferring Shareholder, together with the Offered Securities, the same proportion of the Investor Securities as the Offered Securities bear to the total number of the Equity Securities held by the Tag Transferring Shareholder prior to such Transfer (collectively, the "**Tag Along Securities**"), in each case, on terms and conditions, including price, collectively, not less favourable than those offered to the Tag Transferring Shareholder by the Transferee (the "**Tag Along Right**"). In the event the TPG Investor Offeree exercises the Investors' Tag Along Right, then the sale of the Offered Securities by the Tag Transferring Shareholder to the Transferee shall occur only if the sale of the Tag Along Securities takes place simultaneously with such sale by the Tag Transferring Shareholder.

32.4.2 ***Non-Consummation***. Where the TPG Investor has elected to exercise the Tag Along Right in accordance with Article 32.3.4 above and the proposed Transferee fails to purchase any of the Tag Along Securities from any of the Investors, the Tag Transferring Shareholder shall not make the proposed sale of any Offered Securities to such Transferee, and, if purported to be made, such sale shall be void and the Company shall not register any such sale of the Offered Securities.

32.4.3 ***Closing***. Following the exercise by the TPG Investor of the Tag Along Right, the purchase of the Offered Securities by the Transferee from the Tag Transferring Shareholder shall take place simultaneously with the closing of the purchase of the Tag Along Securities by the Transferee from the Investors, and such Tag Transferring Shareholder shall ensure that the Transferee acquires, together with the Offered Securities, the Tag Along Securities for the same consideration and upon the same terms and conditions as set forth in the Transfer Notice (including, if necessary, by reducing the number of Offered Securities to permit the sale of the required number of Tag Along Securities).

32.4.4 At such closing, the Investors shall deliver original certificates representing the Tag Along Securities, accompanied by duly executed instruments of transfer or duly executed transfer instructions to the relevant depository participant. The Investors shall not be required to make any representations or warranties to the Transferee for the Tag Along Securities, other than representations and warranties regarding title, authority and capacity (collectively, referred to as the "**Customary Representations and Warranties**"). The Tag Transferring Shareholder shall procure that any Transferee purchasing the Tag Along Securities shall, simultaneously, deliver at such closing: (a) payment in full of the consideration for the Tag Along Securities in accordance with the terms set forth in the Tag Along Notice; (b) any requisite stamp duty; (c) shall procure all required Government Approvals for the Transfer; and (d) an executed Deed of Adherence in the form set out in Annexure 1 (*Form of Deed of Adherence*) of Part B of the Articles of Association. At such closing, all of the parties to the transaction shall execute such additional documents as may be necessary or appropriate to effect the sale of the Offered Securities and the Tag Along Securities to the Transferee.

32.5 **Acquisition or Transfer of Equity Securities through Affiliates**. Notwithstanding anything contained herein, or in any of the other Transaction Documents, but without prejudice to Article 33 (*QRG Transfer Conditions*) below, the Investors may, at any time, and from time to time during the subsistence of the Shareholders' Agreement, subscribe to new Equity Securities offered to them by the Company under the provisions of the Shareholders' Agreement and / or transfer any existing Investor Securities held by them to one or more of their respective Affiliates, without restrictions, subject to such Affiliate executing a Deed of Adherence in the form set out in Annexure 1 (*Form of Deed of Adherence*) of Part B of the Articles of Association.

32.6 **Indirect Transfers**. The Investors, Additional Investors, the Promoters and the Company agree that the provisions under Article 32 (*Promoter Transfer Conditions*) in relation to Transfer of Equity Securities shall be observed in letter and spirit, and form a key understanding between the them for the execution of the Transaction Documents. It is further clarified that the Investors, Additional Investors, the Promoters and the Company shall not circumvent such provisions through any indirect Transfer or sale including, but not limited to, transfer of ownership in an entity held by any Party, which owns Equity Securities in the Company directly or indirectly.

33. QRG TRANSFER Conditions.

33.1 **QRG Transfer Restrictions**. Subject to: (a) the prior written consent of the TPG Investor being obtained; and (b) the TPG Investor's First Refusal Right as set out in Article 33.2 (*TPG Investor's First Refusal Right*) below, the QRG Investor shall have the right to freely Transfer the QRG Investor Securities to any Person at any time, provided, however, that the QRG Investor and / or its Affiliates shall not be permitted to Transfer the QRG Investor Securities to a Competitor, save and except where such Transfer is made pursuant to exercise by TPG Investor of its rights under Article 37.4 (*Control Drag Along Right*) and Article 38.2 (*Event of Default*). The Company and the Promoters shall do all acts, deeds or things to prevent all Transfers by the QRG Investor that are in violation, breach or non-compliance of this Article 33.1 (*QRG Transfer Restrictions*), and all such Transfers which are not in compliance with this Article 33.1 (*QRG Transfer Restrictions*) shall be null and void *ab initio*, provided, however, that the restrictions in this Article 33.1 (*QRG Transfer Restrictions*) shall not apply to a Transfer by the QRG Investor of the QRG Investor Securities to any of its Affiliates, if such Affiliate executes a Deed of Adherence in the form set out in Annexure 1 (*Form of Deed of Adherence*) of Part B of the Articles of Association.

33.2 **TPG Investor's First Refusal Right**.

33.2.1 Transfers Subject to TPG Investor's First Refusal Right. Without prejudice to the TPG Investor's Control Drag Along Right as set forth in Article 37.4 (*Control Drag Along Right*), if the QRG Investor or any of its Affiliates that hold Equity Securities (the "QRG Transferring Shareholder") proposes to Transfer, directly or indirectly, the full legal and beneficial ownership of any of the QRG Investor Securities held by it to any Person, including to any other Shareholder or to its Affiliate, the TPG Investor or its Affiliates (collectively, the "TPG Offeree") shall have a right of first refusal (such right, the "TPG Investor's First Refusal Right"), but not an obligation, with respect to such Transfer as provided in this Article 33.2 (*TPG Investor's First Refusal Right*).

33.2.2 **Transfer Notice**. If a QRG Transferring Shareholder receives an offer from a third party to purchase any or all of the QRG Investor Securities and the QRG Transferring Shareholder proposes to accept such offer, the QRG Transferring Shareholder shall first send an irrevocable and binding written offer (a "**QRG Transfer Notice**") to the TPG Investor, which offer shall identify, among other things: (a) the name of the QRG Transferring Shareholder; (b) the identity of the proposed transferee (the "**QRG Transferee**"); (c) the number of QRG Investor Securities to be Transferred (collectively, the "**QRG Offered Securities**"); (d) price per QRG Offered Security, which shall be in the form of cash consideration only (the "**QRG Offer Price**") and all other terms and conditions of the proposed Transfer; and (f) a representation that no other consideration, directly or indirectly, is being provided to the QRG Transferring Shareholder in relation to the offer, and shall offer to sell to the TPG Investor (or its nominated TPG Offeree) all and not less than all of the QRG Offered Securities on the same terms as those made by the QRG Transferee in the offer and as set out in the QRG Transfer Notice.

33.2.3 **TPG Investor's First Refusal Right**. The TPG Investor shall have the right (but not an obligation), exercisable in its sole discretion within a period of 30 (thirty) days from the date of receipt by the TPG Investor of the QRG Transfer Notice (the "**QRG Offer Period**"), to purchase all of the QRG Offered Securities and upon the other terms and conditions set forth in the QRG Transfer Notice.

33.2.4 **Exercise of First Refusal Right**. The TPG Investor's First Refusal Right shall be exercisable by the TPG Offeree by issuing a written notice of exercise (a "**TPG Acceptance Notice**") within the

QRG Offer Period to the QRG Transferring Shareholder. The TPG Acceptance Notice shall include a statement of the number of the TPG Investor Securities held by the TPG Offeree and an acceptance to purchase all and not less than all of the QRG Offered Securities on the terms set out in the QRG Transfer Notice. A TPG Acceptance Notice shall be irrevocable and shall be binding on the TPG Offeree to purchase all and not less than all of the QRG Offered Securities. The failure of the TPG Offeree to give a TPG Acceptance Notice within the QRG Offer Period shall be deemed to be a waiver of the TPG Investor's First Refusal Right; provided, however, such deemed waiver shall not be deemed to be a waiver for any such future exercise of a TPG Investor's First Refusal Right.

33.2.5 **Sale to Third-Party Purchaser**. If the TPG Investor has not delivered a TPG Acceptance Notice, indicating its intent to purchase all the QRG Offered Securities, to the QRG Transferring Shareholder within the QRG Offer Period, or if the TPG Investor has rejected the offer made by the QRG Transferring Shareholding in the QRG Transfer Notice, then, subject to Article 37.4 (*Control Drag Along Right*), the QRG Transferring Shareholder may Transfer all, but not less than all, of the QRG Offered Securities to the QRG Transferee identified in the QRG Transfer Notice on the terms and conditions set forth in the QRG Transfer Notice,; provided, however, that: (a) such sale is bona fide;, (b) the aggregate price for the sale to the QRG Transferee is calculated on a price per Equity Share equal to, or higher than, the QRG Offer Price and the sale is otherwise on terms and conditions set forth in the QRG Transfer Notice;, (c) the Transfer is made within sixty (60) days after the giving of the QRG Transfer Notice;, and (d) the QRG Transferee executes the Deed of Adherence, as set out in 0 (*Form of Deed of Adherence*) of Part B of the Articles of Association. If such a Transfer does not occur pursuant to the terms and conditions exactly set forth in the QRG Transfer Notice and in this Article 33.2.5 (*Sale to Third-Party Purchaser*), including within the applicable time periods mentioned in this Article 33.2.5 (*Sale to Third-Party Purchaser*), for any reason whatsoever, the restrictions provided for herein shall again become effective, and no Transfer of the QRG Investor Securities may be made by the QRG Transferring Shareholder thereafter without again making an offer to the TPG Investor or any other Person nominated by the TPG Investor in accordance with this Article 33.2 (*TPG Investor First Refusal Right*).

32.2.6 **Closing**. The closing of any purchase of the QRG Offered Securities by the TPG Offeree shall be held at the registered office of the Company at such time as may be mutually agreed on or before the 90th (ninetieth) day after the delivery of the QRG Transfer Notice or at such other time and place as the parties to the transaction may agree. The said 90 (ninety) day period shall be extended for an additional period as may be necessary and agreed between the parties to such transaction or where such additional period is required to obtain any Governmental Approval required for such purchase and payment. At such closing, the QRG Transferring Shareholder shall deliver certificates representing the QRG Offered Securities, accompanied by duly executed instruments of transfer or duly executed transfer instructions to the relevant depositary participant, if applicable. Such QRG Offered Securities shall be free and clear of any and all Encumbrances, and the QRG Transferring Shareholder shall provide customary representations, warranties and indemnities to the TPG Offeree, including that the QRG Offered Securities are being transferred free and clear of any and all Encumbrances, and that the QRG Transferring Shareholder is the beneficial and record owner of such QRG Offered Securities. The TPG Offeree purchasing QRG Offered Securities shall deliver, at such closing, payment in full based on the QRG Offer Price. At such closing, all of the parties to the transaction shall execute such additional documents as may be necessary or appropriate to effect the sale of the QRG Offered Securities to the TPG Offeree.

33.3 **QRG Tag Along Right**.

33.3.1 Without prejudice to the TPG Investor's Control Drag Along Right set forth in Article 37.4 (*Control Drag Along Right*), in the event that the TPG Investor intends to sell any or all of the TPG Investor Securities held by it (collectively, the "**TPG Sale Securities**") to any Third Party (a "**TPG Transferee**"), the QRG Investor shall have a right (such right, a "**QRG Tag Along**

Right"), but not an obligation, to require the TPG Investor to ensure that the TPG Transferee purchases from the QRG Investor (together with its purchase of the TPG Sale Securities) such number of QRG Investor Securities representing the QRG Investor's pro-rata percentage vis-a-vis that of the TPG Sale Securities (on a Fully Diluted Basis), (collectively, the "**QRG Tag Along Securities**"), in each case, on terms and conditions, including price, collectively not less favourable to the QRG Investor than that offered to the TPG Investor by the TPG Transferee. In the event that the QRG Investor exercises the QRG Tag Along Right, then the sale of the TPG Sale Securities by the TPG Investor to the TPG Transferee shall occur only if the sale of the QRG Tag Along Securities takes place simultaneously with the sale of the TPG Sale Securities.

33.3.2 If the TPG Investor decides to sell the TPG Sale Securities to a TPG Transferee, the TPG Investor shall send a written notice (a "**TPG Tag Along Notice**") to the QRG Investor stating: (a) the name, address and identity of the proposed TPG Transferee; (b) the number of TPG Sale Securities; (c) the amount in cash of the proposed consideration for such sale and the other terms and conditions of the proposed sale; and (d) an option, exercisable at the sole option of the QRG Investor, to include in such sale to the TPG Transferee the QRG Tag Along Securities on identical terms and conditions as set out in the TPG Tag Along Notice.

33.3.3 **Tag Along Acceptance**. In the event that the QRG Investor elects to exercise the QRG Tag Along Right, it shall, within 10 (ten) days from the date of the TPG Tag Along Notice (such period, the "**QRG Tag Along Offer Period**"), deliver a written notice of such election to the TPG Investor (a "**QRG Tag Acceptance Notice**"). The QRG Tag Acceptance Notice shall specify the number of QRG Tag Along Securities (determined in terms of Article 33.3.1 above) that the QRG Investor proposes to sell to the TPG Transferee. Such notice shall be irrevocable and shall constitute a binding agreement by the QRG Investor to sell the QRG Tag Along Securities to the TPG Transferee on terms and conditions, including price, collectively not less favourable to the QRG Investor than those offered to the TPG Investor by the TPG Transferee. The failure of the QRG Investor to give a QRG Tag Acceptance Notice within such 10 (ten) day period shall be deemed to be a waiver of such QRG Tag Along Right for the QRG Investor.

33.3.4 **Non-Consummation**. Where the QRG Investor has elected to exercise its QRG Tag Along Right in accordance with Article 33.3.3, and the proposed TPG Transferee fails to purchase the QRG Tag Along Securities from the QRG Investor, the TPG Investor shall not make the proposed sale of any of the TPG Sale Securities to such TPG Transferee, and if purported to be made, such sale shall be void and the Company shall not register any such sale of the TPG Sale Securities, provided, however, if the sale of QRG Tag Along Securities requires any Governmental Approval(s), and such sale of the QRG Tag Along Securities is not completed as a result of: (a) any such Governmental Approval not having been obtained within 60 (sixty) days of the Tag Acceptance Notice; or (b) any such Governmental Approval having been rejected, then the proposed sale of the TPG Sale Securities to such TPG Transferee may be completed and shall be a valid Transfer, and the Company shall register such sale of the TPG Sale Securities, notwithstanding that the proposed Transferee fails to purchase the QRG Tag Along Securities from the QRG Investor. In addition, where the QRG Investor does not exercise the QRG Tag Along Right or the QRG Investor fails to sell the QRG Tag Along Securities to the TPG Transferee for any reason whatsoever, in each case, the TPG Investor shall be entitled to proceed with and complete the sale to the TPG Sale Securities to the TPG Transferee, without any restrictions.

33.3.5 **Closing**. The closing of any sale and purchase of the TPG Sale Securities by the TPG Transferee from the TPG Investor shall take place simultaneously with the closing of the purchase of the QRG Tag Along Securities by the TPG Transferee from the QRG Investor who has elected to exercise the QRG Tag Along Right in accordance with Article 33.3.3. At such closing, the QRG Investor shall deliver certificates representing the QRG Tag Along Securities, accompanied by duly executed instruments of transfer or duly executed transfer instructions to the relevant depository participant. Such QRG Tag Along Securities shall be free and clear of any and all Encumbrances. The QRG Investor shall provide customary representations, warranties and indemnities to the TPG Transferee, including that the QRG Tag Along Securities are being transferred free and clear of any and all Encumbrances, and that the QRG Investor is the beneficial and record owner of such QRG Tag Along Securities. If required by the TPG Investor, any TPG Transferee purchasing the QRG Tag Along Securities shall deliver, at such closing, payment in full of the QRG Tag Along price in accordance with the terms set forth in the TPG Tag Along Notice. At such closing, all of the parties to the transaction shall execute such additional documents as may be necessary or appropriate to effect the sale of the TPG Sale Securities and the QRG Tag Along Securities to the TPG Transferee.

34. PRE-EMPTIVE RIGHTS.

34.1 Subject to the terms of the Shareholders' Agreement, in the event the Company is desirous of issuing any new Equity Securities (including by way of a preferential issue or a rights issue) (a "**Proposed Issuance**"), the Investors shall have the right, but not the obligation, to participate, including through their respective Affiliates, in priority, in such portion of such Equity Securities, so as to maintain their respective Investors' Shareholding.

34.2 For this purpose, the Company shall deliver to each Investor a written notice of the Proposed Issuance (an "**Issuance Notice**") setting forth: (a) the number, type and terms of the Equity Securities to be issued (the "**Issuance Securities**"); (b) the date of closing of the Proposed Issuance, which shall not be less than 45 (forty five) Business Days from the date of receipt of the Issuance Notice; and (c) the price per Issuance Security payable to the Company in connection with the Proposed Issuance (the "**Issuance Price**").

34.3 In the event an Investor elects to exercise the rights under this Article 34 (*Pre-emptive Rights*), such Investor shall: (a) within 30 (thirty) Business Days following delivery of the Issuance Notice give written notice to the Company specifying the number of Issuance Securities proposed to be subscribed to by such Investor (the "**Participation Notice**"), which number shall not exceed the number of Issuance Securities required to be subscribed to so as to maintain its then applicable shareholding percentage in the Company (on a Fully Diluted Basis) (a "**Participation Securities**"). Within 30 (thirty) days from the receipt of the Participation Notice from such Investor, the Company shall cause the issuance of the Participation Securities, with all rights, title and interest and free and clear of any and all Encumbrances, at the Issuance Price and on the terms and conditions set out in the Issuance Notice. Subject to receipt of the Issuance Price, the Company shall issue and allot the Participation Securities to such Investor and / or its Affiliates (as the case may be) on the date of closing of the applicable Proposed Issuance as stated in the Issuance Notice, provided that such Affiliate has executed a Deed of Adherence as set out in 0 (*Form of Deed of Adherence*) of Part B of the Articles of Association simultaneously with the subscription to the relevant Participation Securities.

34.4 In the event the QRG Investor declines to subscribe to any Issuance Securities, the Company shall offer such Issuance Securities to the TPG Investor (the "**Participating Investor**").

34.5 If neither Investor subscribes under the Proposed Issuance, then the Company may allot the Issuance Securities to any other Shareholders or to a third party, in each case, subject to the written consent of the TPG Investor and on the terms and conditions that are no more favourable (including price per Issuance Security) than the terms and conditions on which the Proposed Issuance was offered to the Investors, together with any other terms and conditions the Board may impose on such allotment to a third party. If closing of the Proposed Issuance to the third party does not take place within a period of 75 (seventy five) days from the date of the Issuance Notice, provided, that the said 75 (seventy five) day period shall be extended only for such additional period as is required to obtain any required Governmental Approval for such Proposed Issuance, the right to offer the Proposed Issuance to a third party under this Article 34.5 shall automatically lapse and expire, and the provisions of this Article 34 (*Pre-emptive Rights*) shall apply again to any proposed issuance of Equity Securities by the Company.

34.6 In the event that the Company intends to change the number of Equity Securities issued and outstanding as a result of a reclassification, stock split (including a reverse stock split), stock dividend or distribution, recapitalisation, merger, subdivision, issuer tender or exchange offer, or other similar transaction, the number of Equity Securities held by the Shareholders shall be appropriately adjusted to enable the

Shareholders to maintain their relevant proportion in the shareholding of the Company (on a Fully Diluted Basis).

34.7 Nothing contained in Articles 34.1 to 34.6 above shall apply to any issue of Equity Shares in a QIPO.

35. ANti DIlution Rights.

35.1 If, at any time after the Completion Date, the Company proposes to issue (excluding through an approved employee stock option scheme) any Equity Securities to a third party at a price per Equity Share that is lower than the price per Equity Share paid by the Investors on the Completion Date (such an event being referred to as, a "**Dilution Event**"), then, subject to Applicable Law, the Investors shall be entitled to a broad-based anti-dilution protection in accordance with Article 36 (*Broad Based Anti-Dilution Protection*).

35.2 In such a Dilution Event, the Company shall promptly take all necessary steps, at the request of the Investors, to issue additional Equity Shares or other Equity Securities directly to the Investors, as the case may be, or when directed by the Investors, to their respective Affiliates, for nil consideration or consideration other than cash and, if not permissible under Applicable Law, at the lowest permissible consideration under Applicable Law, the effect of which shall be such that: (a) the Investors (or, as applicable, their respective Affiliates) receive the additional Equity Shares or other Equity Securities as determined pursuant to the broad-based anti-dilution protection in accordance with Article 36 (*Broad Based Anti-Dilution Protection*) (the "**Additional Securities**"); and (b) the price per Equity Share paid by the Investors on the Completion Date is reduced to the price per Equity Shares that results from the calculations made in accordance with Article 36 (*Broad Based Anti-Dilution Protection*) (the "**Anti-dilution Price**").

35.3 For the purposes of this Article 35 (*Anti-Dilution Rights*), the Company and the Promoters shall cooperate with each other and the Investors, as the case may be. If the adjustment as contemplated in this Article 35 (*Anti-Dilution Rights*) cannot be undertaken due to Applicable Law, then the Investors, Additional Investors, the Promoters and the Company shall discuss and agree on an alternative structure, which complies with Applicable Law, to achieve the economic and commercial effect of the adjustment as contemplated in this Article 35 (*Anti-Dilution Rights*), including through the issuance of rights Equity Shares, bonus Equity Shares or in any other manner, to the Investors, as the case may be, or to a Person(s) nominated by the Investors.

36. BROAD BASED ANTI-DILUTION PROTECTION

36.1 Relevant calculations.

DETERMINE ANTI-DILUTION PRICE (I.E., BROAD BASED WEIGHTED AVERAGE PRICE PER EQUITY SECURITY) IN THE FOLLOWING MANNER:

$$\text{Anti-dilution Price} = \frac{(\text{OS immediately prior to the Dilution Event x Investor price per Equity Security}) + \text{AC}}{\text{OS immediately following issuance}}$$

36.2 Where

"**OS**" means the number of Equity Securities issued and outstanding on a Fully Diluted Basis, and
"**AC**" means the aggregate consideration to be received by the Company in connection with the new issuance.

36.3 Determine the number of Equity Securities that each Investor, as the case may be, would have received if such Investor had paid the Anti-dilution Price for the Equity Securities subscribed by such Investor, by dividing the aggregate consideration paid by such Investor pursuant to the Shareholders' Agreement, by the Anti-dilution Price.

36.4 The number of additional Equity Securities to be issued to the Investors, (i.e., Additional Securities) shall equal the number of Equity Shares or Equity Securities convertible into Equity Shares that each Investor would have received, as determined pursuant to Article 36.3 above minus the number of Equity Shares or Equity Securities convertible into Equity Shares actually held by such Investor.

37. Exit Rights.

37.1 **Qualified Initial Public Offer**.

37.1.1 The Company and the Promoters shall use their best efforts to provide an exit to the Investors by way of a QIPO on or before the expiry of 60 (sixty) months from the Completion Date: (a) at such price per Equity Share, which shall value the Investor Securities (on a Fully Diluted Basis) issued against the Investment Amount and pursuant to the Follow-On Investment, at 1.5 (one point five) times the sum of: (i) the Investment Amount; and (ii) all other amounts invested by the Investors after the Completion Date pursuant to a Follow-On Investment where the Company has alloted Equity Securities to the Investors; and (b) at a minimum QIPO size of INR 3,000,000,000 (Rupees Three Billion) (the "**QIPO**"). For the avoidance of doubt, it is further clarified that the calculation of the price per Equity Share of the Investor Securities shall not be based on a multiple of the valuation of such Investor Securities on the relevant date and shall be based on the aggregate amount invested by the Investors as per (i) and (ii) above, in the manner set out in Schedule 9 of the Shareholders' Agreement. The QIPO may be conducted through the offering of existing Equity Shares, or a combination of sale of existing Equity Shares and issuance of primary Equity Shares, and such Equity Shares of the Company shall be listed for trading at the Stock Exchange(s). Each Investor shall have a *pro-rata* right (but not an obligation) to participate in any offer for sale of existing Equity Shares, and shall be entitled to sell all the Equity Shares held by such Investor (including the Equity Shares issued to such Investor, upon conversion of the Investor Securities other than Equity Shares (if any)) that are not in the QIPO to the maximum extent permissible under Applicable Laws.

37.1.2 The Company shall take all such steps and do all such acts, deeds, matters and things as may be required, and each Party shall extend all cooperation to each other and to the investment banks, lead managers, underwriters and other Persons as may be required for the purpose of expeditiously making and completing a QIPO, including: (a) preparing and signing the relevant offer documents; (b) conducting road shows with adequate participation of senior management; (c) entering into appropriate and necessary agreements; (d) providing all information and documents necessary to prepare the information memorandum and offer documents; (e) filing with appropriate Governmental Authorities; (f) obtaining any other necessary consents from any Person in relation to such QIPO, as the case may be; (g) appointing one or more merchant bankers of international repute to manage the QIPO; and (h) exercising all voting rights in favour of such QIPO. The Company shall ensure that the QIPO, as the case may be, complies with all Applicable Laws including the applicable listing regulation.

37.1.3 Subject to Applicable Law, the QIPO shall be structured in such a way that none of the Investors will be considered as, or deemed to be, a "promoter," and none of the Investor Securities will be considered as, or deemed to be, "promoter shares" under Applicable Law with respect to public offerings (including the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2009), and, subject to Applicable Law, the QIPO shall be undertaken in a manner that does not result in the imposition of any lock-in or moratorium in respect of any dealing in Investor Securities by any of the Investors.

37.1.4 Unless required by Applicable Law, none of the Investors shall be required to give any representation, warranty or indemnity whatsoever in connection with the QIPO, including to any merchant banker, other than the Customary Representations and Warranties.

37.1.5 To the extent that an Investor Director is required under Applicable Law to give any other representation, warranty, indemnity or covenant (collectively, "**Director Undertaking**") in connection with the QIPO, the Promoters shall be liable to in turn secure, reimburse, indemnify, defend and hold harmless the Investors and the Investor Directors, on demand, from and against any and all Losses whatsoever arising out of, in relation to or resulting from such Director

Undertaking. In the event of an offer for sale of existing Equity Securities, each Investor shall have the right (and the Promoters and the Company shall ensure that each Investor shall be entitled), but not an obligation, to offer up to all of its respective Investor Securities in the offer for sale in priority to the Promoters, provided, however, that where the aggregate number of Equity Securities proposed to be offered for sale by each Investor that proposes to offer Equity Securities exceeds the maximum number of shares that can be offered under Applicable Law, then such Investor shall be entitled to offer for sale such number of the Investor Securities held by it as is in proportion to its then *inter se* shareholding in the Company, on a Fully Diluted Basis.

37.1.6 Notwithstanding anything to the contrary: (a) on the successful completion of a QIPO, the provisions of Article 26.2 (*Investor Directors*), Article 26.3 (*Investor Observer*) of these Articles shall, subject to Applicable Laws, continue to apply to the Shareholders and such Investor Directors shall have a right to information and reports as available to a director under Applicable Laws; and (b) subject to Applicable Law, all fees and expenses required to be paid in respect of the QIPO ("**QIPO Expenses**"), including those for any merchant bankers, underwriters, book-runners, issue registrars, or other intermediaries involved in any manner in relation to the QIPO, shall be borne and paid for by the Company and the Shareholders participating in the Offer for Sale respectively, on a pro-rata basis, and in proportion to the primary issuance (if any) and Offer for Sale components of the QIPO. For the avoidance of doubt, it is hereby clarified that: (a) the following costs shall not constitute QIPO Expenses and shall accordingly be borne exclusively by the Company: (i) listing fees; (ii) audit fees incurred in relation to the audit of the annual financial statements of the Company, (iii) any costs incurred in issuing corporate advertisements (i.e. any corporate advertisements consistent with past practices of the Company and not including any fee paid to any marketing or advertising agency, for marketing and advertisements, appointed by the Company in connection with the QIPO), and (b) any QIPO Expenses shall initially be paid by the Company, and to the extent such expenses are required to be borne by the selling Shareholders (severally, in proportion to their respective portion of the offered shares finally sold in the QIPO) in accordance with Applicable Law, shall be reimbursed to the Company by such selling Shareholders on completion of the QIPO..

37.1.7 **Reinstatement of Rights.** Notwithstanding anything contained herein, in the event that a draft red herring prospectus or equivalent document is filed with the competent authority in connection with a QIPO, which, prior to such filing, or at any such stipulated time, under Applicable Laws, has necessitated the alteration of the class of any of the Equity Shares and / or the rights attached thereto and / or the rights available to the Investors under the Transaction Documents (such alterations being, collectively, the "Conforming of Rights") and, within 12 (twelve) months of the date of approval of the draft red herring prospectus by SEBI, the QIPO is not completed, then the Company and the Promoters shall undertake all necessary actions as may be required to ensure that the Investors are placed in the same position, and possesses the same preferential and other rights, that it had the benefit of, immediately prior to the Conforming of Rights.

37.2 **Put Option Right**.

37.2.1 After the expiry of sixty (60) months from the Completion Date, but on or prior to expiry of seventy eight (78) months from the Completion Date, the Promoters and the Company (jointly and severally) irrevocably and unconditionally grant the Investors the right to sell and to require: (a) the Promoters and / or the Company; or (b) any Third Party arranged by the Promoters and / or the Company, provided that such Third Party gives all representations and warranties with respect to compliance by such Third Party with the Compliance Laws, as may be required by the TPG Investor (a "**Compliant Third Party**," and, collectively, with the Promoters and / or the Company, the "**Put Purchaser**"), to purchase from the Investors all (and not less than all) of the Investor Securities (the "**Put Securities,**" and the right, the "**Put Option**"). The Investors, Additional Investors, the Promoters and the Company agree that the TPG Investor shall be entitled to exercise the Put Option right pursuant to this Article 37.2 (*Put Option Right*) at its sole discretion, provided that, if the TPG Investor exercises its Put Option, the QRG Investor shall also be bound to sell all the QRG Investor Securities to the Put Purchaser on the same terms as the TPG Investor Securities.

37.2.2 The Put Securities shall be sold with all rights attaching to any of them, provided, however, that any interest, dividend or other distribution payable in respect of any period, which has expired prior to date of completion of the sale of the Put Securities by the Investors pursuant to the TPG Investor exercising the Put Option shall be payable to the Investors.

37.2.3 The TPG Investor shall notify the Company and / or the Put Purchaser in writing (the "**Put Notice**") of its decision to require the Put Purchaser to promptly purchase all of the Put Securities at a price per Equity Share computed in accordance with Article 37.3 (*Procedure for Determination of FMV*) below. The Put Notice shall specify the number of Put Securities to be purchased by the Put Purchaser, the price (determined in terms of the FMV) (the "**Put Price**") required to be paid for such Put Securities (together with necessary documents supporting the determination of such price) and other terms and conditions of the sale of the Put Securities. The issuance of the Put Notice by the TPG Investor shall constitute a valid and binding agreement between the Investors and the Put Purchaser for purchase by the Put Purchaser of such number of Put Securities as specified in the Put Notice at the Put Price.

37.2.4 The Put Purchaser shall purchase such number of Put Securities as are specified in the Put Notice, for consideration in cash at the Put Price within 45 (forty five) days from the date of receipt of the Put Notice, provided that the said 45 (forty five) day period shall be extended only for such additional period as is required to obtain any required Governmental Approval for such purchase. Further, the Investors shall not be required to make any representations or warranties to the Put Purchaser for the Put Securities, other than the Customary Representations and Warranties.

37.2.5 The Company and the Promoters shall do all such acts and deeds as may be reasonably necessary to give effect to the provisions of this Article 37.2.5, including obtaining in a timely manner all applicable Government Approvals.

37.3 **Procedure for Determination of FMV**. The Investors, Additional Investors, the Promoters and the Company agree that the TPG Investor shall appoint a Reputed Investment Bank or a Big Four Firm (the "**Valuation Firm**") to compute the FMV of the Equity Securities, and the Valuation Firm shall: (a) compute such FMV using the average of the trading multiples (calculated for a trailing period of six (6) months or longer) of comparable peer companies that have been listed on any of the Indian Stock Exchanges; and (b) be required to deliver a valuation report within a period of 1 (one) month of the date of their appointment (the "**FMV Computation Date**").

37.4 **Control Drag Along Right**.

37.4.1 In the event: (a) the Investors and / or their Affiliates have exercised their Put Option right in accordance with Article 37.2 (*Put Option Right*) above; and (b) the Put Purchaser fails to purchase the Put Securities, or the sale of the Put Securities otherwise fails to complete for reasons outside of the Investors' reasonable control, at any time after 78 (seventy eight) months from the Completion Date, the TPG Investor and / or its Affiliates shall have the right (but not an obligation) to call upon all the other Shareholders (the "**Drag Transferors**") to Transfer such number of Equity Securities held by them, simultaneously along with all the Investor Securities (the "**Drag Enforcer Securities**"), such that the aggregate number of Equity Securities being Transferred by the TPG Investor and the Drag Transferors would result in a potential transferee (the "**Drag Transferee**") acquiring both: (a) Equity Securities constituting not less than 51% (fifty one percent) of the Equity Share Capital (on a Fully Diluted Basis) (such Equity Securities being Transferred by the Drag Transferors, the "**Control Drag Securitie**s"); and (b) the right to appoint majority of Directors to the Board (such right of the TPG Investor, the "**Control Drag Along Right**").

37.4.2 The Investors, Additional Investors, the Promoters and the Company agree that the TPG Investor shall be entitled to exercise the Control Drag Along Right in terms of this Article 37.4 (*Control Drag Along Rights*) at its sole discretion, provided, however, that:

(a) prior to exercising such Control Drag Along Right, the TPG Investor shall: (i) notify (in writing) the Promoters and the QRG Investor of its intent to exercise the Control Drag Along Right; and (ii) consult with: (A) the QRG Investor in relation to exercising the Control Drag Along Right; and (B) the Promoters with respect to the identity of any prospective Drag Transferees; and

(b) *Promoters' Right of First Offer*.

(i) Within 15 (fifteen) Business Days of the TPG Investor notifying the Promoters of its intention to exercise the Control Drag Along Right in accordance with Article (a) above (the "**ROFO Notice Period**"), the Promoters (the "**ROFO Offered Party**") may offer to acquire all (and not less than all) of the Drag Enforcer Securities (the "**ROFO Securities**"), by providing a written notice to the TPG Investor (the "**ROFO Offer Notice**"). The ROFO Offer Notice shall be irrevocable, and identify: (A) the price per ROFO Security and all other terms proposed to be offered by the ROFO Offered Party for the purchase of the ROFO Securities; and (B) constitute a binding and unconditional obligation on the ROFO Offered Party to purchase the ROFO Securities. In the event that the ROFO Offered Party does not provide the ROFO Offer Notice within the ROFO Notice Period or declines to purchase the ROFO Securities, the ROFO Offered Party shall cease to have the right to purchase the ROFO Securities under this Article (b). Consequently, the ROFO Securities shall be freely Transferable by the Investors (the "**ROFO Transferor(s)**") to the Drag Transferee.

(ii) Within a period of 90 (ninety) Business Days from the date upon which the ROFO Offered Party issued the ROFO Offer Notice to the ROFO Transferor(s) (the "**Acceptance Notice Period**"), the ROFO Transferor(s) shall be entitled, but not obliged, to Transfer the ROFO Offered Securities to the ROFO Offered Party on the terms set out in the ROFO Offer Notice, by providing a written notice to the ROFO Offered Party (the "**ROFO Acceptance Notice**").

(iii) Closing. If a ROFO Acceptance Notice is issued by the ROFO Transferor(s), the ROFO Offered Party shall be obliged to purchase the ROFO Offered Securities within a period of 45 (forty five) Business Days from the receipt of the ROFO Acceptance Notice (the "**ROFO Transfer Period**"), provided that the said 45 (forty five) day period shall be extended only for such additional period as is required to obtain any required Governmental Approval for such purchase. At such closing, the ROFO Transferor(s) shall deliver to the ROFO Offered Party certificates representing such ROFO Securities, accompanied by duly executed instruments of transfer or give duly executed transfer instructions to the relevant depositary participant, if applicable.

(iv) It is hereby clarified that the Promoters shall be entitled to nominate any of their Affiliates (who shall not be a Competitor) to purchase the ROFO Securities, which they are entitled to purchase pursuant to this Article (b).

37.4.3 If the ROFO Offered Party has: (a) not delivered its ROFO Offer Notice within the ROFO Offer Period or declines to purchase the ROFO Securities; (b) fails to purchase the ROFO Offered Securities within the ROFO Transfer Period, except where such failure is solely because of the ROFO Transferor's refusal to Transfer the ROFO Offered Securities to the ROFO Offered Party after issuing a ROFO Acceptance Notice; or (d) the terms for purchase of the Drag Enforcer Securities, as offered by any Drag Transferee, are better, individually or collectively, as compared to the terms offered in the ROFO Offer Notice (including the price per ROFO Security), the TPG Investor shall be entitled to require the Drag Transferors to Transfer the Control Drag Securities in terms of this Article 37.4.3. The TPG Investor shall deliver a written notice to the Drag Transferors requiring them to Transfer to the Drag Transferee the Control Drag Securities along with the Drag Enforcer Securities (the "**Drag Along Notice**"). The Drag Along Notice shall set out: (a) the identity of the Drag Transferee; (b) the price per Equity Share payable for the Transfer of the Control Drag Securities and the Drag Enforcer Securities (which price shall be the same for the Control Drag Securities and the Drag Enforcer Securities); (c) the number of Control Drag Securities required to be Transferred by the Drag Transferors to the Drag Transferee; and (d) the terms and conditions on which the Drag Transferee is willing to purchase the Control Drag Securities and the Drag Enforcer Securities from the Drag Transferors and the TPG Investor respectively.

37.4.4 Upon receipt of a Drag Along Notice, the Drag Transferors shall, within 60 (sixty) days from the date of the Drag Along Notice (provided that the said 60 (sixty) day period shall be extended only for such additional period as is required to obtain any required Governmental Approval for such sale) sell such number of Control Drag Securities along with the Drag Enforcer Securities, as are specified in the Drag Along Notice, free and clear of any and all Encumbrance, on such terms and conditions as are set forth in the Drag Along Notice (and pay their pro rata share of all costs associated with such transaction).

37.4.5 It is hereby expressly acknowledged and agreed that the terms and conditions on which the Drag Transferee is willing to purchase the Control Drag Securities shall be the same as the terms and conditions on which such Drag Transferee shall purchase the Drag Enforcer Securities, as are set forth in the Drag Along Notice, subject to Article 37.4.6 below.

37.4.6 The Company and the Promoters shall use their best efforts to give effect to this Article 37.4 (*Control Drag Along Right*), including obtaining all Government Approvals for the Transfer, and shall provide customary representations, warranties, indemnities, non-compete and non-solicit undertakings to the proposed transferee which are similar to the terms set out in Article 31.5 (*Non-Compete*) and Article 31.6 (*Non-Solicit*) (in addition to any terms otherwise set forth in the Drag Along Notice in accordance with Article 37.4.3).

37.4.7 Notwithstanding anything contained in the Transaction Documents, it is clarified that, if the TPG Investor has initiated its rights under this Article 37.4 (*Control Drag Along Right*) or Article 38.2 (*Event of Default*), the Promoters shall neither be entitled to, nor commence any process connected with or in relation to, Transfer of any Equity Securities until such time the Transfer of Drag Enforcer Securities is completed in accordance with the terms of these Articles.

37.5 Upon the exercise of a Control Drag Along Right by the TPG Investor in accordance with this Article 37.4 (*Control Drag Along Right*) and on completion of the Transfer of the Drag Enforcer Securities and the Control Drag Securities by the TPG Investor and the Drag Transferors, respectively, all the rights and obligations of the Investors, Additional Investors, the Promoters and the Company under the Shareholders' Agreement shall automatically (and without the need for notice) terminate.

38. Fall away of Investor's rights.

38.1 If: (a) the Investors do not exercise their Put Option Right within the timelines set out in Article 37.2 (*Put Option Right*); or (b) the Investors exercise their Put Option Right but the Promoters and the Company are unable to consummate the purchase of the Put Securities in accordance with the provisions of Article 37.2 (*Put Option Right*) solely due to refusal of the Investors to Transfer their respective Put Securities in accordance with Article 37.2 (*Put Option Right*), then the following shall occur:

- the rights of the Investors and the obligations of the Promoters and the Company under Article 37 (*Exit Rights*) (including the TPG Investor's Control Drag Along Right) shall terminate; and
- the affirmative vote right of the Investor for any matters relating to an IPO proposed by the Company shall terminate.

38.2 For the avoidance of doubt, nothing in this Article 38 (*Fall Away of Investors' Rights*) shall affect and /or modify the rights of the Investors and their respective Affiliates as set forth in Article 38.2 (*Event of Default*).

39. EVENT OF DEFAULT.

39.1.1 Upon the occurrence of an Event of Default with respect to a Defaulting Party, the Investors and / or their respective Affiliates (a "**Non-Defaulting Party**") may serve a written notice (a "**Default Notice**") on the Defaulting Party as soon as it may be reasonably practicable to do so setting out the nature of the Event of Default. On receipt of the Default Notice, the Defaulting Party may cure such breach within 30 (thirty) Business Days (the "**Cure Period**").

39.1.2 ***Default Notice***. If a Default Notice is issued by a Non-Defaulting Party to a Defaulting Party pursuant to Article 39.1.1 and such Event of Default is not cured to the sole satisfaction of the Non-Defaulting Party within the Cure Period, the Non-Defaulting Party may, at its sole discretion, exercise any of the following remedies, individually or collectively, notwithstanding the other rights of the Investors under these Articles or under Applicable Law:

(a) *Default Put Option*. The Non-Defaulting Party has the right (but not the obligation) to require: (i) the Promoters and the Company (jointly and severally); or (ii) any Compliant Third Party, to purchase up to all of the Investor Securities from the Investors upon the occurrence of an Event of Default which has not been cured, to the TPG Investor's satisfaction, during the Cure Period (the "**Default Put Option**") in accordance with the procedure set out in Article 37.2 (*Put Option Right*) and at the maximum price permissible under Applicable Law, provided, however, that, for the purposes of this Article, each of the timelines in relation to the procedure for exercise of the Put Option right of the Investors, as specified in Article 37.2 (*Put Option Right*), shall be deemed to be reduced by 10 (ten) Business Days, provided that the applicable timeline shall be extended only for such additional period as is required to obtain any required Governmental Approval for such purchase.

(b) *Default Call Option*.

(i) In the event an Indemnifying Party fails to indemnify the Indemnified Parties in accordance with the terms of Clause 7 (*Indemnification*) of the Share Subscription and Purchase Agreement (including failure to exercise the Promoters' rights under Clause 7.7 (*Liquidity to the Promoters*) of the Share Subscription and Purchase Agreement) and an Event of Default occurs, the Non-Defaulting Party shall have the right (but not the obligation), at any time following such Event of Default, to require the Promoters to Transfer to such Non-Defaulting Party (or any other Person nominated by it in accordance with Article 39.1.4 below) such number of Equity Securities held by the Promoters and / or their Affiliates (the "**Default Call Securities**") at a price per Equity Share equal to the Default Call Price as may be required in order to put the Indemnifying Party in the financial position to satisfy in full or in part the outstanding indemnity amount (such right, a "**Default Call Option**"). For avoidance of doubt, if the Investors do not exercise their right to exercise the Default Call Option pursuant to this Article (b) or the Default Call Securities only satisfy the outstanding indemnity amount in part, the Indemnifying Parties shall remain liable to indemnify the Indemnified Parties for the full amount of any remaining indemnity amount in accordance with the terms of Clause 7

(*Indemnification*) of the Share Subscription and Purchase Agreement and all rights and remedies of the Non-Defaulting Parties under this Article 38.2 (*Event of Default*) and the Share Subscription and Purchase Agreement shall remain available.

(ii) The Investors, Additional Investors, the Promoters and the Company agree that the TPG Investor shall be entitled to exercise the Default Call Option right pursuant to this Article (b) at its sole discretion.

(iii) The TPG Investor shall notify the Promoters in writing (the "**Default Call Notice**") of its decision to require the Promoters to promptly Transfer (all or part of) the Default Call Securities and at the minimum price per Default Call Security as permissible under Applicable Law (the "**Default Call Price**"). The Default Call Notice shall specify the number of Default Call Securities that the Investors desire to purchase, the Default Call Price and other terms and conditions of such purchase. The issuance of the Default Call Notice by the TPG Investor shall constitute a valid and binding agreement between the Investors, the Promoters and the Company for the Promoters to Transfer the Default Call Securities specified in the Default Call Notice.

(iv) Within 15 (fifteen) days from the date of receipt of the Default Call Notice, the Promoters shall sell such number of the Default Call Securities as are specified in the Default Call Notice to such Non-Defaulting Party (or any other Person nominated by it in accordance with Article 39.1.4 below), and all such Default Call Securities shall be transferred free and clear of all Encumbrances with all rights, title and interest to such Person. Immediately thereafter, the Promoters shall use all proceeds received pursuant to the exercise of the Default Call Option by the Non-Defaulting Party to satisfy, in full, all of their outstanding indemnity amounts owed and payable towards the Indemnified Parties pursuant to the Transaction Documents.

(v) The Company and the Promoters shall do all such acts and deeds as may be necessary, without any challenge, dispute or delay, to give effect to the provisions of this Article (b), including obtaining in a timely manner all applicable Government Approvals.

39.1.3 ***Default Control Drag Along Right***. If, upon the Non-Defaulting Party having issued:

(a) a Default Put Notice, the Promoters and / or the Company, or any Compliant Third Party arranged by the Promoters and / or the Company, fails to purchase the Investor Securities;

(b) a Default Call Notice, the Promoters fail to sell to the Investors such number of Equity Securities as are specified in the Default Call Notice; or

(c) a Default Call Notice, the Non-Defaulting Party has validly acquired the Default Call Securities, but the Promoters fail to use the proceeds received pursuant to the exercise of the Default Call Option by the Non-Defaulting Party to satisfy, in full, all of their outstanding indemnity amounts owed and payable to the Indemnified Parties pursuant to the Transaction Documents,

the Investors and / or their Affiliates shall have the right (but not an obligation) to require all the other Shareholders to Transfer to a Third Party such number of Equity Securities held by them, simultaneously along with all the Investor Securities, such that the aggregate number of Equity Securities being Transferred by the Investors and / or their respective Affiliates and the other Shareholders would result in such Third Party acquiring both: (a) Equity Securities constituting not less than 51% (fifty one percent) of the Equity Share Capital (on a Fully Diluted Basis); and (b) the right to appoint a majority of Directors to the Board (such right of the Investors, the

"**Default Control Drag Along Right**") in accordance with the procedure set out in Article 37.4 (*Control Drag Along Right*). It is hereby clarified that, for the purposes of this Article, each of the timelines in relation to the procedure for exercise of the Control Drag Along Right, as specified in Article 37.4 (*Control Drag Along Right*), shall be deemed to be reduced by 10 (ten) Business Days, provided that applicable timelines shall be extended only for such additional period as is required to obtain any required Governmental Approval for such sale.

39.1.4 Notwithstanding anything to the contrary: (a) each Investor shall have the right to nominate any Person (in their sole discretion and including a Competitor), as its nominee for the purposes of: (i) receiving any amounts payable by the Promoters and / or the Company; and (ii) receiving any Equity Securities from, or belonging to, any of the Promoters; and (b) the Promoters and the Company acknowledge and agree that any obligations required to be complied with under this Article 38.2 (*Event of Default*) are not in the nature of a penalty, but merely reasonable compensation for the Loss that would be suffered, and, therefore, each of the Promoters and the Company waives all rights to raise any claim or defence that such payments are in the nature of a penalty and undertakes that it shall not raise any such claim or defence.

40. CONFIDENTIALITY.

40.1 Each Party shall (and shall ensure that each of its Representatives to the extent they have received Confidential Information) maintain Confidential Information in confidence and not disclose Confidential Information to any Person, except as: (a) this Article 40 (*Confidentiality*) permits; or (b) the non-disclosing Party approves in writing.

40.2 Article 40.1 shall not prevent the disclosure of Confidential Information by a Party or its Representatives:

40.2.1 if such disclosure is required by any Governmental Authority pursuant to Applicable Law having applicable jurisdiction to which that Person is subject (provided that, to the extent reasonably practicable and legally permissible, the disclosing Shareholder shall first inform the other Shareholders of its intention to disclose such information and make reasonable efforts to take into account the reasonable comments of the other Shareholders in relation to the timing, form and content of such disclosure);

40.2.2 if such disclosure is of Confidential Information which was lawfully in the possession of that Person (as evidenced by written records) without any obligation of secrecy prior to it being received or held;

40.2.3 if such disclosure is of Confidential Information which has previously become publicly available, other than through a breach of that Person's confidentiality undertakings;

40.2.4 if such disclosure is required for the purpose of any arbitral or judicial proceedings arising out of the Shareholders' Agreement (or any other Transaction Document);

40.2.5 in the case of an Investor, to any providers of finance (equity and debt) and its professional advisors, provided that such Investor shall inform such Persons of the confidential nature of such information and ensure that such Persons are bound by confidentiality requirements no less stringent than those set out in the Shareholders' Agreement;

40.2.6 in the case of the TPG Investor, to any actual and / or potential limited partners or investors in the TPG Investor or any of its Affiliates, provided such limited partners or prospective investors are advised of the confidential nature of such information and are subject to typical obligations of confidentiality for investors in private equity funds; or

40.2.7 if and to the extent required in connection with any assignment permitted by the Shareholders' Agreement.

40.3 Each Party undertakes that it (and its Affiliates) shall only disclose Confidential Information to its Representatives if it is reasonably required for purposes connected with the Shareholders' Agreement and only if such Representatives are informed of the confidential nature of the Confidential Information.

40.4 In the event the Shareholders' Agreement lapses for any reason and the Transactions contemplated are not implemented, each Party shall, on written demand of the other Party, immediately return or destroy all Confidential Information in relation to such Party, together with any copies in their possession.

41. NOTICES.

41.1 **Service of Notice**. All notices or other communications to be given under these Articles shall be made in writing and by letter, fax or email (save as otherwise stated) in the English language and shall be deemed to be duly given or made: (a) in the case of personal delivery, at the time that its receipt is signed for, whether or not the Person signing for such receipt has authority to do so; (b) in the case of fax transmission, at the time that a transmission report is generated by the sender's fax machine confirming that all pages were successfully transmitted to the relevant number specified in Article 41.2 (*Details for Notices*); and (c) in the case of email transmission, at the time the e-mail is sent provided no notification is received by the sender that the e-mail is undeliverable.

41.2 **Details for Notices**. The details for notices for the purpose of Article 41.1 (*Service of Notice*) are as follows:

If to the TPG Investor:
Address : 80 Raffles Place. #15-01 UOB Plaza 1, Singapore 048624
Attention : Francis Woo
Fax : (+65) 63909-5001
Email : fwoo@tpg.com
Copy to : Nicholas Kay (nkay@tpg.com)
If to the QRG Investor:
Address : QRG Towers, 2D, Sector 126, Expressway, Noida-201304, Uttar Pradesh, India
Attention : Anil Rai Gupta
Fax : (+91) 1203331100
Email : investment@havells.com
If to Rajesh:
Address : SV-II, Flat Number 4FF, Eldeco Eutopia, Sector 93A, Noida, Uttar Pradesh-201301
Attention : Rajiv Goel
Fax : (+91) 1203331100
Email : rajivagoel@gmail.com
If to Rajiv:
Address : 4A, Under Hill Lane, Civil Lines, Delhi-110054
Attention : Rajesh Kumar Gupta
Fax : (+91) 1203331100
Email : rgmg.inv@gmail.com
If to the Promoters:
Address : D-1, Udyog Nagar, Main Rohtak Road, New Delhi –110041
Attention : Somya Gulati
Fax : Not Available
Email : ea@campusshoes.com
If to the Company:
Address : D-1, Udyog Nagar, Main Rohtak Road, New Delhi –110041
Attention : Pramod Sharma
Fax : Not Available
Email : vp@campusshoes.com

41.3 **Change of Address.** A Party may change or supplement the notice details given above, or designate additional notice details, for purposes of this Article 41 (*Notices*), by giving the other Party written notice of the new notice details in the manner set forth above.

42. rights of additional investors

Notwithstanding anything to the contrary in this Agreement, the Additional Investors shall have:

42.1 all the obligations of the QRG Investor under these Articles; and

42.2 no other rights under these Articles, except the rights available to the QRG Investor under Article 32.1 (*Investor Transfer Conditions*), Article 32.4 (*Investors' Tag Along Right*), Article 33.3 (*QRG Tag Along Right*), Article 34 (*Pre-emptive Rights*) and Article 37.1 (*QIPO*), provided, however, that the aforementioned rights shall only be exercisable by the Additional Investors, collectively, with the QRG Investor. It is however clarified that the Additional Investors shall not have a right to Transfer the Equity Securities except in accordance with this Article 42.2.

43. Governing Law**.**

These Articles shall be governed and interpreted by, and construed in accordance with, the laws of India.

44. Dispute Resolution**.**

44.1 The Investors, Additional Investors, the Promoters and the Company agree to negotiate in good faith to resolve a dispute, controversy, claim or disagreement of any kind arising out of or in connection with these Articles or any of the other Transaction Documents, including any dispute regarding its existence, validity or termination ("**Dispute**"). If the negotiations do not resolve the Dispute to the reasonable satisfaction of the Investors, Additional Investors, the Promoters and the Company within 15 (fifteen) days (the "**Resolution Period**"), then each disputing Party shall nominate a Person (being a senior decision maker) as its representative. These representatives shall at a meeting (the "**Resolution Meeting**,") which shall be held on the earlier of: (a) 10 (ten) days from the end of the Resolution Period; and (b) 15 (fifteen) days of a written request by any Party to call a Resolution Meeting (the "**Final Resolution Period**,") meet in person and alone (except for one assistant for each Party) and shall attempt in good faith to resolve the Dispute during the Resolution Meeting in the Final Resolution Period.

44.2 If a Party fails to nominate a representative before the end of the Final Resolution Period or, if the Dispute cannot be resolved by such Persons in the Resolution Meeting before the end of the Final Resolution Period, the Dispute, shall be referred to and finally resolved through arbitration by an arbitral tribunal consisting of 3 (three) arbitrator(s) (the "**Arbitral Tribunal**") in accordance with the SIAC Rules, which SIAC Rules are deemed to be incorporated by reference into this Article 44 (*Dispute Resolution*). The claimant(s) shall nominate 1 (one) arbitrator and the respondent(s) shall nominate 1 (one) arbitrator. The 2 (two) arbitrators so nominated shall, jointly, nominate the third arbitrator within 30 (thirty) calendar days of their appointment by the President (as this term is defined in the SIAC Rules). The third arbitrator shall act as the presiding arbitrator of the Arbitral Tribunal.

44.3 The decision of the Arbitral Tribunal shall be final and binding on the Investors, Additional Investors, the Promoters and the Company. The arbitration proceedings shall be in English language. The seat of arbitration shall be Singapore, and the venue shall be New Delhi.

44.4 By agreeing to arbitration, the Investors, Additional Investors, the Promoters and the Company do not intend to deprive any court of competent jurisdiction of its ability to issue any form of provisional remedy, including a preliminary injunction or attachment in aid of the arbitration, or order any interim or conservatory measure. A request for such provisional remedy or interim or conservatory measure by a Party to a court shall not be deemed a waiver of the Shareholders' Agreement to arbitrate. The Investors, Additional Investors, the Promoters and the Company expressly agree and confirm that they shall be entitled to seek interim reliefs from the courts of India.

44.5 The Investors, Additional Investors, the Promoters and the Company shall maintain strict confidentiality with respect to all aspects of the arbitration and shall not disclose the fact, conduct or outcome of the arbitration to any non-parties or non-participants, except to the extent required by Applicable Law, court order or to the extent necessary to recognise, confirm or enforce the final award in the arbitration, without the prior written consent of all parties to the arbitration.

44.6 Under the SIAC Rules, each Party agrees to the consolidation of any 2 (two) or more arbitrations commenced pursuant to the Shareholders' Agreement or any of the Transaction Documents into a single arbitration.

45. PARTNERSHIP**.**

The Company can be admitted as a partner in any partnership firm (under Indian Partnership Act, 1932) or LLP (Limited Liability Partnership Act, 2008) and upon being admitted as such partner, will be entitled to exercise all powers, rights, and interests as a partner in such partnership firm or LLP, through an authorised representative.

46. ENTRENCHMENT PROVISIONS**.**

These Articles contain entrenchment provisions as permitted by Section 5(3) of the Act read with Rule 10 of the Companies (Incorporation) Rules, 2014. If required, a notice may be given by the Company to the Registrar of Companies in such manner, as prescribed in the Rule 10 of the Companies (Incorporation) Rules, 2014.

SECTION XI - OTHER INFORMATION

MATERIAL CONTRACTS AND DOCUMENTS FOR INSPECTION

The copies of the following documents and 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), which are or may be deemed material will be attached to the copy of the Red Herring Prospectus and the Prospectus which will be filed with the RoC. Copies of the abovementioned contracts and also the documents for inspection referred to hereunder, may be inspected at the Corporate Office between 10 a.m. and 5 p.m. on all Working Days and will also be available at [●] from the date of the Red Herring Prospectus until the Bid / Offer Closing Date.

Any of the contracts or documents mentioned in this Draft Red Herring Prospectus may be amended or modified at any time if so required in the interest of our Company or if required by the other parties, without reference to the Shareholders, subject to compliance of the provisions contained in the Companies Act and other applicable law.

A. Material contracts for the Offer

1. Offer Agreement dated December 24, 2021 entered into between our Company, the Selling Shareholders and the Book Running Lead Managers.

2. Registrar Agreement dated December 22, 2021, entered into between our Company, the Selling Shareholders and the Registrar to the Offer.

3. Cash Escrow and Sponsor Bank Agreement dated [●] entered into between our Company, the Selling Shareholders, the Registrar to the Offer, the Book Running Lead Managers, Syndicate Members and the Banker(s) to the Offer.

4. Share Escrow Agreement dated [●] entered into between the Selling Shareholders, our Company and the Share Escrow Agent.

5. Syndicate Agreement dated [●] entered into between our Company, the Selling Shareholders, the Book Running Lead Managers and the Syndicate Members.

6. Underwriting Agreement dated [●] entered into between our Company, the Selling Shareholders, and the Underwriters.

B. Material documents

1. Certified copies of the Memorandum of Association and Articles of Association of our Company as amended from time to time.

2. Certificate of incorporation dated September 24, 2008.

3. Fresh certificate of incorporation dated December 2, 2015

4. Fresh certificate of incorporation dated consequent upon conversion to public limited company dated November 22, 2021.

5. Resolution of the Board of Directors dated December 21, 2021 in relation to the Offer and other related matters.

6. Resolution of the Board of Directors of our Company dated December 24, 2021 approving this Draft Red Herring Prospectus.

7. Resolution of the board of directors of TPG Growth III SF Pte. Ltd. dated December 15, 2021, consenting to participate in the Offer for Sale.

8. Resolution of the board of directors of QRG Enterprises Limited dated December 15, 2021, consenting to participate in the Offer for Sale.

9. Agreement dated December 13, 2021, entered into between our Company and Hari Krishan Agarwal, in relation to his appointment as Chairman and Managing Director of our Company.

10. Agreement dated December 13, 2021, entered into between our Company and Nikhil Aggarwal, in relation to his appointment as Whole-Time Director and CEO of our Company.

11. Consent letters from the Selling Shareholders in relation to the Offer for Sale.

12. Consent dated December 18, 2021 from Technopak to rely on and reproduce part or whole of the report, "*Report on Footwear Retail in India*" and include their name in this Draft Red Herring Prospectus.

13. Industry report titled "*Report on Footwear Retail in India*" dated December 18, 2021 prepared by Technopak.

14. Letter of appointment dated August 16, 2021, appointing Technopak for the preparation of the Technopak Report

15. Certificate dated December 20, 2021, from Rajeev Kumar Gupta, Chartered Engineer, providing consent to include their name as required under Section 26(5) of the Companies Act, 2013 read with SEBI ICDR Regulations, in this Draft Red Herring Prospectus as an "expert" as defined under Section 2(38) of the Companies Act, 2013.

16. Consent from the Statutory Auditors namely, B S R & Associates LLP, to include their name as an "expert" as defined under the Companies Act, 2013 to the extent and in their capacity as the Statutory Auditors and in respect of the examination report dated December 10, 2021 on our Restated Consolidated Financial Information and the certificate on statement of possible special tax benefits dated December 24, 2021.

17. Report on the statement of possible special tax benefits dated December 24, 2021, issued by the Statutory Auditors.

18. Copies of annual reports of our Company for the preceding three Fiscals.

19. Consent of our Directors, BRLMs, Syndicate Members, the legal counsel to the Company, the legal counsel to the Book Running Lead Managers, international legal counsel to the Book Running Lead Managers, Registrar to the Offer, Banker(s) to the Offer, Banker to our Company, Company Secretary and Compliance Officer, Chief Financial Officer, as referred to in their specific capacities.

20. Shareholders' agreement dated August 30, 2017, executed between our Company, our Promoters, the Investor Selling Shareholders and the Other Selling Shareholders.

21. Amendment to the Shareholders Agreement dated December 10, 2021 entered into between our Company, our Promoters, the Investor Selling Shareholders and the Other Selling Shareholders.

22. Deed of adherence dated November 18, 2021, entered into between our Company, our Promoters, the Investor Selling Shareholders, the Other Selling Shareholders, Salisbury Investments Private Limited, Chaitanya Vaidya and Kumud Vaidya.

23. Share subscription and purchase agreement dated August 30, 2017 entered into between the Company, the Promoters, the Investor Selling Shareholders and the Other Selling Shareholders.

24. Business transfer agreement dated March 25, 2017 entered into between our Company and Kabeer Textiles Private Limited.

25. Business succession agreement dated March 22, 2017 entered into between our Company and Hari Krishan Agarwal, in his capacity as the sole proprietor of Nikhil International.

26. Agreement to sell dated May 26, 2017, entered into between our Company and Anil Kumar Aggarwal, in his capacity as sole proprietor of Nikhil Udyog.

27. Deed of admission dated March 25, 2017, entered into between our Company and Hari Krishan Agarwal and Nikhil Aggarwal, partners in the firm M/s Ankit International.

28. Sale deed dated October 27, 2017, entered into between our Company, Omwati, Praveen, Pramod, Balwan Singh, Kaptan Singh and Shamsher Singh.

29. Tripartite agreement dated December 1, 2021, among our Company, NSDL and the Registrar to the Offer.

30. Tripartite agreement dated December 2, 2021, among our Company, CDSL and the Registrar to the Offer.

31. Due diligence certificate dated December 24, 2021 addressed to SEBI from the Book Running Lead Managers.

32. In-principle listing approvals dated [●] and [●] issued by BSE and NSE, respectively.

33. SEBI observation letter dated [●].

SECTION XI - CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following is a discussion of certain U.S. federal income tax consequences to U.S. Holders (defined below) of acquiring, owning and disposing of Equity Shares, but it does not purport to be a comprehensive discussion of all tax considerations that may be relevant to a particular person's decision to acquire Equity Shares. This discussion applies only to a U.S. Holder that acquires Equity Shares in the Offer and that owns Equity Shares as capital assets for U.S. federal income tax purposes. This discussion is based on the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), U.S. Treasury regulations promulgated thereunder, and administrative rulings and judicial interpretations thereof, in each case as in effect of the date of this Draft Red Herring Prospectus. Except as expressly described herein, this discussion does not address the U.S. federal income tax consequences that may apply to U.S. Holders under the Convention Between the government of the United States of America and the government of the Republic of India for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with Respect to Taxes on Income (the "**Treaty**"). All of the foregoing authorities are subject to change, which change could apply retroactively and could affect the tax consequences described below. No ruling will be sought from the U.S. Internal Revenue Service (the "**IRS**") with respect to any statement or conclusion in this discussion, and there can be no assurance that the IRS will not challenge such statement or conclusion in the following discussion or, if challenged, that a court will uphold such statement or conclusion.

In addition, this discussion does not describe all of the tax consequences that may be relevant in light of a U.S. Holder's particular circumstances, including any U.S. state, local or non-U.S. tax law, the Medicare tax on net investment income, and any estate or gift tax laws, and it does not describe differing tax consequences applicable to U.S. Holders subject to special rules, such as:

- certain banks, financial institutions or financial services entities;
- regulated investment companies and real estate investment trusts;
- dealers or traders in securities that use a mark-to-market method of tax accounting;
- insurance companies;
- persons holding Equity Shares as part of a hedge, straddle, conversion, constructive sale, integrated transaction or similar transaction;
- governments or agencies or instrumentalities thereof;
- persons liable for the alternative minimum tax;
- persons required for U.S. federal income tax purposes to accelerate the recognition of any item of gross income with respect to our Equity Shares as a result of such income being recognized on an applicable financial statement;
- persons whose functional currency for U.S. federal income tax purposes is not the U.S. dollar;
- entities or arrangements classified as partnerships or pass-through entities for U.S. federal income tax purposes or holders of equity interests therein;
- tax-exempt entities, "individual retirement accounts" or "Roth IRAs";
- certain U.S. expatriates or former long-term residents of the United States;
- persons that acquired Equity Shares pursuant to an exercise of employee share options, in connection with employee share incentive plans or otherwise as compensation;
- persons that own, directly, indirectly or constructively, ten percent (10%) or more of the total voting power or value of all of our outstanding stock; or
- persons owning Equity Shares in connection with a trade or business conducted outside the United States.

U.S. Holders should consult their tax advisors concerning the U.S. federal, state, local and non-U.S. tax consequences of acquiring, owning and disposing of Equity Shares in their particular circumstances.

For purposes of this discussion, a "U.S. Holder" is a person that, for U.S. federal income tax purposes, is a beneficial owner of Equity Shares and is:

- an individual citizen or resident of the United States;
- a corporation, or other entity taxable as a corporation, created or organized in or under the laws of the United States, any state therein or the District of Columbia;
- an estate, the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust if a court within the United States is able to exercise primary supervision over its administration and one or more United States persons have the authority to control all substantial decisions of the trust or otherwise if the trust has a valid election in effect under current Treasury regulations to be treated as a United States person.

If a partnership (or other entity or arrangement that is classified as a partnership or other pass-through entity for U.S. federal income tax purposes) is the beneficial owner of Equity Shares, the U.S. federal income tax treatment of a partner, member or other beneficial owner in such partnership or other pass-through entity generally will depend on the status of the partner, member or other beneficial owner and the status and activities of the partnership or other pass-through entity holding Equity Shares. Partnerships or other pass-through entities owning Equity Shares and partners, members or other beneficial owners in such partnerships or other pass-through entities should consult their tax advisors as to the particular U.S. federal income tax consequences of acquiring, owning and disposing of the Equity Shares.

THE DISCUSSION OF U.S. FEDERAL INCOME TAX CONSIDERATIONS SET OUT BELOW IS FOR GENERAL INFORMATION ONLY. ALL PROSPECTIVE PURCHASERS SHOULD CONSULT THEIR TAX ADVISORS CONCERNING THE TAX CONSEQUENCES OF THE ACQUISITION, OWNERSHIP, OR DISPOSITION OF EQUITY SHARES IN LIGHT OF THEIR PARTICULAR CIRCUMSTANCES, INCLUDING THE APPLICABILITY AND EFFECT OF OTHER FEDERAL, STATE, LOCAL, NON-U.S. AND OTHER TAX LAWS, INCLUDING THE TREATY, AND POSSIBLE CHANGES IN TAX LAW.

Taxation of Distributions

Subject to the discussion below under "—Passive Foreign Investment Company Rules," the gross amount of any distribution of cash or property paid with respect to our Equity Shares (including any amounts withheld in respect of Indian taxes), will generally be included in a U.S. Holder's gross income as dividend income on the date actually or constructively received to the extent such distribution is paid out of our current or accumulated earnings and profits (as determined under U.S. federal income tax principles). Distributions in excess of our current and accumulated earnings and profits will be treated first as a non-taxable return of capital, thereby reducing the U.S. Holder's adjusted tax basis in our Equity Shares (but not below zero), and thereafter as either long-term or short-term capital gain depending upon whether the U.S. Holder held our Equity Shares for more than one year as of the time such distribution is actually or constructively received. Because we do not prepare calculations of our earnings and profits using U.S. federal income tax principles, it is expected that distributions generally will be taxable to U.S. Holders as dividends, and taxable at ordinary income tax rates.

Dividends on our Equity Shares generally will not be eligible for the dividends-received deduction generally available to U.S. corporations with respect to dividends received from other U.S. corporations. With respect to certain non-corporate U.S. Holders, including individual U.S. Holders, dividends will be taxed at the lower capital gains rate applicable to "qualified dividend income," provided that (i) the Company is eligible for the benefits of the Treaty, (ii) the Company is not a PFIC (as discussed below under "—Passive Foreign Investment Company Rules") for its taxable year in which the dividend is paid and the preceding taxable year, and (iii) certain holding period and other requirements are met. The amount of any dividend paid in Rupees will be the U.S. dollar value of the Rupees calculated by reference to the spot rate of exchange in effect on the date of actual or constructive receipt, regardless of whether the payment is in fact converted into U.S. dollars on such date. U.S. Holders should consult their own tax advisors regarding the treatment of any foreign currency gain or loss.

A U.S. Holder generally will be entitled, subject to certain limitations, to a credit against its U.S. federal income tax liability, or to a deduction, if elected, in computing its U.S. federal taxable income, for non-refundable Indian income taxes withheld from dividends at a rate not exceeding the rate provided in the Treaty (if applicable). For purposes of the foreign tax credit limitation, dividends paid by the Company generally will constitute foreign source income in the "passive category income" basket. The rules relating to the foreign tax credit or deduction, if elected, are complex and U.S. Holders should consult their tax advisors concerning their availability in their particular circumstances.

Sale or Other Taxable Disposition of Equity Shares

Subject to the discussion below under "—Passive Foreign Investment Company Rules," a U.S. Holder generally will recognize gain or loss for U.S. federal income tax purpose on the sale, exchange or other taxable disposition of our Equity Shares in an amount equal to the difference between the amount realized on the disposition and the U.S. Holder's adjusted tax basis in the Equity Shares disposed of, in each case as determined in U.S. dollars. Such gain or loss generally will be capital gain or loss and will be long-term capital gain or loss if the U.S. Holder's holding period for the Equity Shares exceeds one year. Long-term capital gains of certain non-corporate U.S. Holders (including individuals) are generally eligible for reduced rates of taxation. The deductibility of capital losses is subject to limitations.

A U.S. Holder's initial tax basis in our Equity Shares will be the U.S. dollar value of the Rupee denominated purchase price determined on the date of purchase, and the amount realized on a sale, exchange or other taxable disposition of our Equity Shares will be the U.S. dollar value of the payment received determined on the date of disposition. If our Equity Shares are treated as traded on an "established securities market," a cash method U.S. Holder or, if it elects, an accrual method U.S. Holder, will determine the U.S. dollar value of (i) the cost of such Equity Shares by translating the amount paid at the spot rate of exchange on the settlement date of the purchase, and (ii) the amount realized by translating the amount received at the spot rate of exchange on the settlement date of the sale, exchange or other taxable disposition. Such an election by an accrual method U.S. Holder must be applied consistently from year to year and cannot be revoked without the consent of the IRS. Accrual-method U.S. Holders that do not elect to be treated as cash-method taxpayers for this purpose may have a foreign currency gain or loss for U.S. federal income tax purposes, which in general will be treated as U.S.-source ordinary income or loss. U.S. Holders should consult their advisors as to the U.S. federal income tax consequences of the receipt of Rupees.

If any Indian tax is imposed on the sale or other disposition of our Equity Shares, a U.S. Holder's amount realized will include the gross amount of the proceeds of the sale or other disposition before deduction of the Indian tax. Because capital gain or loss, if any, will generally be U.S. source gain or loss for foreign tax credit purposes and a U.S. Holder may use foreign tax credits to offset only the portion of U.S. federal income tax liability that is attributable to foreign-source income, a U.S. Holder may not be able to claim a foreign tax credit for any Indian income tax imposed on such gains unless the U.S. Holder has other taxable income from foreign sources in the appropriate foreign tax credit basket. U.S. Holders should consult their own tax advisors concerning the creditability or deductibility of any Indian income tax imposed on the disposition of Equity Shares in their particular circumstances.

Passive Foreign Investment Company Rules

In general, a corporation organized outside the United States will be treated as a passive foreign investment company ("**PFIC**") for U.S. federal income tax purposes in any taxable year in which (a) 75% or more of its gross income is passive income (the "**income test**") or (b) 50% or more of its assets either produce passive income or are held for the production of passive income in a taxable year (ordinarily determined based on fair market value and averaged quarterly over the year) (the "**asset test**"). For this purpose, "gross income" generally includes all sales revenues less the cost of goods sold, plus income from investments and from incidental or outside operations or sources, and "passive income" generally includes, for example, dividends, interest, certain rents and royalties, certain gains from the sale of stock and securities, and certain gains from commodities transactions. For purposes of the PFIC income test and asset test described above, if the Company owns, directly or indirectly, 25% or more of the total value of the outstanding shares of another corporation, the Company will be treated as if it (a) held a proportionate share of the assets of such other corporation and (b) received directly a proportionate share of the income of such other corporation.

Based on the nature of our business, the composition of our income and assets, the value of our assets, our intended use of the proceeds from the Offer, and the expected price of our Equity Shares, we do not believe that we were a

PFIC for the 2020 taxable year, and do not expect that we will be a PFIC for our current taxable year or in the foreseeable future. However, because a determination of whether a company is a PFIC must be made annually after the end of each taxable year and the Company's PFIC status for each taxable year will depend on facts, including the composition of Company's income and assets and the value of Company's assets (which may be determined in part by reference to the market value of the Equity Shares) at such time, there can be no assurance that the Company will not be a PFIC for the current or any future taxable year. If the Company is a PFIC for any taxable year during which a U.S. Holder holds Equity Shares and any of the Company's non-U.S. subsidiaries is also a PFIC, such U.S. Holder will be treated as owning a proportionate amount (by value) of the shares of the lower-tier PFIC for purposes of the application of these rules. U.S. Holders are urged to consult their tax advisors about the application of the PFIC rules to any of the Company's subsidiaries.

Generally, if the Company is a PFIC for any taxable year during which a U.S. Holder holds Equity Shares, the U.S. Holder may be subject to adverse tax consequences. Generally, gain recognized by a U.S. Holder upon a disposition (including, under certain circumstances, a pledge) of Equity Shares by the U.S. Holder would be allocated ratably over the U.S. Holder's holding period for such Equity Shares. The amounts allocated to the taxable year of disposition and to years before the Company became a PFIC would be taxed as ordinary income. The amount allocated to each other taxable year would be subject to tax at the highest rate in effect for that taxable year for individuals or corporations, as appropriate, and an interest charge would be imposed on the tax attributable to the allocated amount. Further, to the extent that any distribution received by a U.S. Holder on the Equity Shares exceeds 125% of the average of the annual distributions on such Equity Shares received during the preceding three years or the U.S. Holder's holding period, whichever is shorter, that distribution would be subject to taxation in the same manner as gain, described immediately above. Certain elections may be available that would result in alternative treatments of the Equity Shares if the Company was a PFIC.

If the Company was a PFIC for any year during which a U.S. Holder owned Equity Shares, the Company would generally continue to be treated as a PFIC with respect to such U.S. Holder for all succeeding years during which such U.S. Holder held the Equity Shares, even if the Company ceased to meet the threshold requirements for PFIC status.

If a U.S. Holder owns our Equity Shares during any year in which we are a PFIC, the U.S. Holder generally will be required to file an IRS Form 8621 annually with respect to the Company, generally with the U.S. Holder's U.S. federal income tax return for that year unless specified exceptions apply.

U.S. Holders should consult their tax advisors regarding our PFIC status for any taxable year and the potential application of the PFIC rules.

Information Reporting and Backup Withholding

Payments of dividends and sales proceeds from a sale, exchange or other taxable disposition (including redemption) of our Equity Shares that are made within the United States, by a U.S. payor or through certain U.S.-related financial intermediaries to a U.S. Holder generally are subject to information reporting, unless the U.S. Holder is a corporation or other exempt recipient. In addition, such payments may be subject to backup withholding, unless (1) the U.S. Holder is a corporation or other exempt recipient or (2) the U.S. Holder provides a correct taxpayer identification number and certifies that it is not subject to backup withholding in the manner required.

Backup withholding is not an additional tax. The amount of any backup withholding from a payment to a U.S. Holder will generally be allowed as a credit against the U.S. Holder's U.S. federal income tax liability or may entitle the U.S. Holder to a refund, provided that the required information is timely furnished to the IRS.

Foreign Financial Asset Reporting

Certain U.S. Holders who are individuals or certain specified entities that own "specified foreign financial assets" with an aggregate value in excess of U.S.$50,000 (and in some circumstances, a higher threshold) may be required to report information relating to the Equity Shares by attaching a complete IRS Form 8938, Statement of Specified Foreign Financial Assets (which requires U.S. Holders to report "foreign financial assets," which generally include financial accounts held at a non-U.S. financial institution, interests in non-U.S. entities, as well as stock and other securities issued by a non-U.S. person), to their tax return for each year in which they hold our Equity Shares, subject to certain exceptions (including an exception for our Equity Shares held in accounts maintained by U.S. financial institutions). U.S. Holders should consult their tax advisors regarding their reporting obligations with respect to their acquisition, ownership, and disposition of the Equity Shares.

DECLARATION

I hereby certify and declare that all relevant provisions of the Companies Act, 2013 and the rules, guidelines/regulations issued by the Government of India and the guidelines/regulations issued by the SEBI, established under Section 3 of the SEBI Act, 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, the SCRA, the SCRR, the SEBI Act or the rules made or guidelines or regulations issued thereunder, as the case may be. I further certify that all statements made in this Draft Red Herring Prospectus are true and correct.

SIGNED BY THE DIRECTOR OF OUR COMPANY

Hari Krishan Agarwal
(Chairman and Managing Director)

Place: Delhi

Date: December 24, 2021

DECLARATION

I hereby certify and declare that all relevant provisions of the Companies Act, 2013 and the rules, guidelines/regulations issued by the Government of India and the guidelines/regulations issued by the SEBI, established under Section 3 of the SEBI Act, 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, the SCRA, the SCRR, the SEBI Act or the rules made or guidelines or regulations issued thereunder, as the case may be. I further certify that all statements made in this Draft Red Herring Prospectus are true and correct.

SIGNED BY THE DIRECTOR OF OUR COMPANY

Nikhil Aggarwal
(Whole-Time Director and CEO)

Place: Delhi

Date: December 24, 2021

DECLARATION

I hereby certify and declare that all relevant provisions of the Companies Act, 2013 and the rules, guidelines/regulations issued by the Government of India and the guidelines/regulations issued by the SEBI, established under Section 3 of the SEBI Act, 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, the SCRA, the SCRR, the SEBI Act or the rules made or guidelines or regulations issued thereunder, as the case may be. I further certify that all statements made in this Draft Red Herring Prospectus are true and correct.

SIGNED BY THE DIRECTOR OF OUR COMPANY

Anil Rai Gupta
(Non-Independent Non-Executive Director)

Place: Delhi

Date: December 24, 2021

DECLARATION

I hereby certify and declare that all relevant provisions of the Companies Act, 2013 and the rules, guidelines/regulations issued by the Government of India and the guidelines/regulations issued by the SEBI, established under Section 3 of the SEBI Act, 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, the SCRA, the SCRR, the SEBI Act or the rules made or guidelines or regulations issued thereunder, as the case may be. I further certify that all statements made in this Draft Red Herring Prospectus are true and correct.

SIGNED BY THE DIRECTOR OF OUR COMPANY

Ankur Nand Thadani
(Non-Independent Non-Executive Director)

Place: Mumbai, India

Date: December 24, 2021

DECLARATION

I hereby certify and declare that all relevant provisions of the Companies Act, 2013 and the rules, guidelines/regulations issued by the Government of India and the guidelines/regulations issued by the SEBI, established under Section 3 of the SEBI Act, 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, the SCRA, the SCRR, the SEBI Act or the rules made or guidelines or regulations issued thereunder, as the case may be. I further certify that all statements made in this Draft Red Herring Prospectus are true and correct.

SIGNED BY THE DIRECTOR OF OUR COMPANY

Anil Kumar Chanana
(Independent Director)

Place: Gurgaon

Date: December 24, 2021

DECLARATION

I hereby certify and declare that all relevant provisions of the Companies Act, 2013 and the rules, guidelines/regulations issued by the Government of India and the guidelines/regulations issued by the SEBI, established under Section 3 of the SEBI Act, 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, the SCRA, the SCRR, the SEBI Act or the rules made or guidelines or regulations issued thereunder, as the case may be. I further certify that all statements made in this Draft Red Herring Prospectus are true and correct.

SIGNED BY THE DIRECTOR OF OUR COMPANY

Madhumita Ganguli
(Independent Director)

Place: Delhi

Date: December 24, 2021

DECLARATION

I hereby certify and declare that all relevant provisions of the Companies Act, 2013 and the rules, guidelines/regulations issued by the Government of India and the guidelines/regulations issued by the SEBI, established under Section 3 of the SEBI Act, 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, the SCRA, the SCRR, the SEBI Act or the rules made or guidelines or regulations issued thereunder, as the case may be. I further certify that all statements made in this Draft Red Herring Prospectus are true and correct.

SIGNED BY THE DIRECTOR OF OUR COMPANY

Nitin Savara
(Independent Director)

Place: Delhi

Date: December 24, 2021

DECLARATION

I hereby certify and declare that all relevant provisions of the Companies Act, 2013 and the rules, guidelines/regulations issued by the Government of India and the guidelines/regulations issued by the SEBI, established under Section 3 of the SEBI Act, 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, the SCRA, the SCRR, the SEBI Act or the rules made or guidelines or regulations issued thereunder, as the case may be. I further certify that all statements made in this Draft Red Herring Prospectus are true and correct.

SIGNED BY THE DIRECTOR OF OUR COMPANY

Jai Kumar Garg
(Independent Director)

Place: New Delhi

Date: December 24, 2021

DECLARATION

I hereby certify and declare that all relevant provisions of the Companies Act, 2013 and the rules, guidelines/regulations issued by the Government of India and the guidelines or regulations issued by the SEBI, established under Section 3 of the SEBI Act, 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, the SCRA, the SCRR, the SEBI Act or the rules made or guidelines/regulations issued thereunder, as the case may be. I further certify that all statements made in this Draft Red Herring Prospectus are true and correct.

SIGNED BY THE CHIEF FINANCIAL OFFICER OF OUR COMPANY

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Raman Chawla
Chief Financial Officer

Place: Delhi

Date: December 24, 2021

DECLARATION

The undersigned Selling Shareholder hereby certifies that all statements and undertakings made by it in this Draft Red Herring Prospectus about or in relation to itself, as a Selling Shareholder and its portion of the Offered Shares, are true and correct. The undersigned assumes no responsibility, for any other statements, disclosures and undertakings including, any of the statements made or confirmed by or relating to the Company or any other Selling Shareholder or any expert or any other person(s) in this Draft Red Herring Prospectus.

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Hari Krishan Agarwal

Place: Delhi

Date: December 24, 2021

DECLARATION

The undersigned Selling Shareholder hereby certifies that all statements and undertakings made by it in this Draft Red Herring Prospectus about or in relation to itself, as a Selling Shareholder and its portion of the Offered Shares, are true and correct. The undersigned assumes no responsibility, for any other statements, disclosures and undertakings including, any of the statements made or confirmed by or relating to the Company or any other Selling Shareholder or any expert or any other person(s) in this Draft Red Herring Prospectus.

____

Nikhil Aggarwal

Place: Delhi

Date: December 24, 2021

DECLARATION

The undersigned Selling Shareholder hereby certifies that all statements and undertakings made by it in this Draft Red Herring Prospectus about or in relation to itself, as a Selling Shareholder and its portion of the Offered Shares, are true and correct. The undersigned assumes no responsibility, for any other statements, disclosures and undertakings including, any of the statements made or confirmed by or relating to the Company or any other Selling Shareholder or any expert or any other person(s) in this Draft Red Herring Prospectus.

Signed for and on behalf of **TPG Growth III SF Pte. Ltd.**

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Name: Nicholas Kay

Designation: Director

Place: Singapore

Date: December 24, 2021

DECLARATION

The undersigned Selling Shareholder hereby certifies that all statements and undertakings made by it in this Draft Red Herring Prospectus about or in relation to itself, as a Selling Shareholder and its portion of the Offered Shares, are true and correct. The undersigned assumes no responsibility, for any other statements, disclosures and undertakings including, any of the statements made or confirmed by or relating to the Company or any other Selling Shareholder or any expert or any other person(s) in this Draft Red Herring Prospectus.

Signed for and on behalf of **QRG Enterprises Limited**

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Name: Anil Rai Gupta

Designation: Director

Place: Delhi

Date: December 24, 2021

DECLARATION

The undersigned Selling Shareholder hereby certifies that all statements and undertakings made by it in this Draft Red Herring Prospectus about or in relation to itself, as a Selling Shareholder and its portion of the Offered Shares, are true and correct. The undersigned assumes no responsibility, for any other statements, disclosures and undertakings including, any of the statements made or confirmed by or relating to the Company or any other Selling Shareholder or any expert or any other person(s) in this Draft Red Herring Prospectus.

Rajiv Goel

Place: Delhi

Date: December 24, 2021

DECLARATION

The undersigned Selling Shareholder hereby certifies that all statements and undertakings made by it in this Draft Red Herring Prospectus about or in relation to itself, as a Selling Shareholder and its portion of the Offered Shares, are true and correct. The undersigned assumes no responsibility, for any other statements, disclosures and undertakings including, any of the statements made or confirmed by or relating to the Company or any other Selling Shareholder or any expert or any other person(s) in this Draft Red Herring Prospectus.

Rajesh Kumar Gupta

Place: Delhi

Date: December 24, 2021