



**R & B INFRA PROJECT LIMITED**

**CORPORATE IDENTITY NUMBER: U45200MH2005PLC154006**

REGISTERED OFFICE		CORPORATE OFFICE		CONTACT PERSON	
B-1, Neela Apartments S.V. Road, Opp. Mandpeshwar Ind Estate, Borivali (West), Mumbai-400092, Maharashtra, India.		D/1, Ground Floor, Building No.6, Sat Kripa CHS Ltd., Near Natural Ice-Cream, Prem Nagar, Borivali (West), Mumbai-400092, Maharashtra, India.		Avani Harikantra <i>Company Secretary and Compliance Officer</i>	
E-MAIL		TELEPHONE		WEBSITE	
compliance@rathoregroup.co		022-28957474/28958787		www.rathoregroup.co.in	
<b>PROMOTERS OF OUR COMPANY: RATANSINGH RATHORE</b>					
<b>DETAILS OF THE ISSUE TO THE PUBLIC</b>					
Type	Fresh Issue Size	Offer for Sale Size	Total Issue Size	Reservation among QIB, NII, RII and Eligible Employees	
Fresh Issue and Offer for Sale	Up to 35,00,000 Equity Shares aggregating up to ₹ [●] Lakhs by our Company	Up to 15,00,000 Equity Shares aggregating up to ₹ [●] Lakhs	Up to 50,00,000 Equity Shares aggregating up to ₹ [●] Lakhs	The Issue is being made pursuant to Regulation 6(1) of SEBI ICDR Regulations. For details in relation to reservation among Qualified Institutional Buyers, Non Institutional Investors, Retail Individual Investors and Eligible Employees, please see the section titled "Issue Structure" on page no. 235 of this Draft Red Herring Prospectus.	
<b>OFFER FOR SALE</b>					
Name of the Selling Shareholder	Type	Number of Equity Shares Offered	Weighted Average cost of acquisition (In ₹)*		
Ratansingh Rathore	Promoter Selling Shareholder	Up to 15,00,000 Equity Shares	1.95		
<b>RISK IN RELATION TO THE FIRST ISSUE</b>					
This being the first public issue of Equity Shares of our Company, there has been no formal market for the Equity Shares of our Company. The face value of the Equity Shares is ₹ 10 each. The Issue Price, Floor Price and Price Band (determined by our Company in consultation with the BRLM and on the basis of the assessment of market demand for the Equity Shares by way of the Book Building Process, as stated under "Basis for Issue Price" on page no. 79 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 of our Company, or regarding the price at which the Equity Shares will be traded after listing. the Equity Shares					
<b>GENERAL RISKS</b>					
Investments in equity and equity-related securities involve a degree of risk and investors should not invest any funds in the Issue 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 Issue. For taking an investment decision, investors must rely on their own examination of our Company and the Issue, including the risks involved. The Equity Shares in the Issue 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 no. 24 of this Draft Red Herring Prospectus.					
<b>ISSUER'S AND SELLING SHAREHOLDER'S ABSOLUTE RESPONSIBILITY</b>					
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 Issue, which is material in the context of the Issue, 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.					
<b>LISTING</b>					
The Equity Shares issued through the Red Herring Prospectus are proposed to be listed on the Stock Exchanges being BSE Limited and National Stock Exchange of India Limited. For the purposes of the Issue, [●] is the Designated Stock Exchange.					
<b>BOOK RUNNING LEAD MANAGER ("BRLM")</b>					
Name of the BRLM and Logo	Contact Person		Email and Telephone		
 <b>ARYAMAN FINANCIAL SERVICES LIMITED</b>	Ankit Agarwal / Deepak Biyani		Email ID: feedback@afsl.co.in Telephone No: +91 - 22 - 6216 6999		
<b>REGISTRAR TO THE ISSUE</b>					
Name of the Registrar	Contact Person		Email and Telephone		
 <b>BIGSHARE SERVICES PRIVATE LIMITED</b>	Babu Raphael		Email Id: investor@bigshareonline.com; Telephone No.: +91 - 22 - 6263 8200;		
<b>BID / ISSUE PROGRAMME</b>					
BID / ISSUE OPENING DATE : [●] <sup>(1)</sup>			BID / ISSUE CLOSING DATE : [●]		

<sup>(1)</sup>Our Company and the Promoter Selling Shareholder may, in consultation with the BRLM, may consider participation by Anchor Investors in accordance with the SEBI ICDR Regulations. The Anchor Investor Bidding Date shall be one Working Day prior to the Bid/ Issue Opening Date.

\*As certified by DGMS & Co., Chartered Accountants vide certificate dated September 22, 2022.



**R & B INFRA PROJECT LIMITED**  
 CIN: U45200MH2005PLC154006

Our Company was originally incorporated as “Mundara Developers Private Limited” on June 15, 2005 at Mumbai, Maharashtra as a private limited company under the Companies Act, 1956 with the Registrar of Companies, Mumbai, Maharashtra. Subsequently, the name of our Company was changed to “RatanSingh & Bros Infrastructure Private Limited” vide special resolution passed by the shareholders of our Company in their meeting held on August 20, 2008 and a fresh Certificate of Incorporation consequent to the change of name of our Company was granted to our Company on January 19, 2009 by the Deputy Registrar of Companies, Mumbai, Maharashtra. Further, the name of our Company was changed to “R & B Infra Project Private Limited” vide special resolution passed by the shareholders of our Company in their meeting held on September 08, 2010 and a fresh Certificate of Incorporation dated October 29, 2010 was issued by the Deputy Registrar of Companies, Mumbai, Maharashtra. Subsequently, our Company was converted into Public Limited Company pursuant to special resolution passed by the shareholders of our Company in their meeting held on July 15, 2021 and the name of our Company was changed from “R & B Infra Project Private Limited” to “R & B Infra Project Limited” and a Fresh Certificate of Incorporation consequent upon conversion of Company to Public Limited dated August, 12, 2021 was issued by Registrar of Companies, Mumbai. For further details, please refer to the chapter “History and Certain Corporate Matters” beginning on page no. 125 of this Draft Red Herring Prospectus.

**Registered Office:** B-1 Neela Apartments, S.V. Road, Opp Mandpeshwar Ind Estate, Borivali (West) Mumbai-400092, Maharashtra, India.  
**Corporate Office:** D/1, Ground Floor, Building No.6, Sat Kripa CHS Ltd., Near Natural Ice-Cream, Prem Nagar, Borivali (West), Mumbai-400092, Maharashtra, India.  
**Tel No.:** 022-28957474/28958787; **Email:** compliance@rathoregroup.co; **Website:** www.rathoregroup.co.in  
**Contact Person:** Avani Harikantra, Company Secretary and Compliance Officer.

**OUR PROMOTER: RATANSINGH RATHORE**

**INITIAL PUBLIC OFFER OF UP TO 50,00,000 EQUITY SHARES OF FACE VALUE OF ₹ 10 EACH (“EQUITY SHARES”) OF R & B INFRA PROJECT LIMITED (THE “COMPANY” OR THE “ISSUER”) FOR CASH AT A PRICE OF ₹ [●] PER EQUITY (INCLUDING A SHARE PREMIUM OF ₹ [●] PER EQUITY SHARE) AGGREGATING TO ₹ [●] LAKHS (“THE ISSUE”) COMPRISING OF A FRESH ISSUE OF UP TO 35,00,000 EQUITY SHARES AGGREGATING TO ₹ [●] LAKHS (THE “FRESH ISSUE”) AND AN OFFER FOR SALE OF UP TO 15,00,000 EQUITY SHARES, BY RATANSINGH RATHORE (“THE PROMOTER SELLING SHAREHOLDER”), AND SUCH EQUITY SHARES, (THE “OFFERED SHARES”) AGGREGATING UP TO ₹ [●] LAKHS (THE “OFFER FOR SALE”). THE ISSUE WOULD CONSTITUTE 27.40% OF THE FULLY DILUTED POST ISSUE PAID-UP EQUITY SHARE CAPITAL OF OUR COMPANY.**

*Further, our Company and the Promoter Selling Shareholder, in consultation with the BRLM, is considering a Pre-IPO placement of up to 4,25,000 Equity Shares for an aggregate amount to ₹ [●] lakhs. The Pre-IPO Placement will be at a price to be decided by our Company and the Promoter Selling Shareholder in consultation with the BRLM and the Pre-IPO Placement will be completed prior to filing of the Red Herring Prospectus with the RoC. If the Pre-IPO Placement is undertaken, the number of Equity Shares issued pursuant to the Pre-IPO Placement will be reduced from the Fresh Issue, subject to the minimum Issue Size constituting at least 25% of the Post-Issue paid-up Equity Share capital of our Company.*

THE FACE VALUE OF EQUITY SHARES IS ₹ 10 EACH AND THE ISSUE PRICE IS [●] TIMES OF THE FACE VALUE. THE PRICE BAND AND THE MINIMUM BID LOT WILL BE DECIDED BY OUR COMPANY AND THE PROMOTER SELLING SHAREHOLDER IN CONSULTATION WITH THE BOOK RUNNING LEAD MANAGER AND WILL BE ADVERTISED IN ALL EDITIONS OF THE ENGLISH NATIONAL DAILY NEWSPAPER [●] AND ALL EDITIONS OF THE HINDI NATIONAL DAILY NEWSPAPER [●] AND ALL EDITIONS OF THE MARATHI DAILY NEWSPAPER [●] (MARATHI BEING THE REGIONAL LANGUAGE OF MUMBAI AT MAHARASHTRA, WHERE THE REGISTERED OFFICE OF OUR COMPANY IS LOCATED), EACH WITH WIDE CIRCULATION, AT LEAST TWO WORKING DAYS PRIOR TO THE BID/ISSUE 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 THE PURPOSE OF UPLOADING ON THEIR RESPECTIVE WEBSITES.

In case of any revision in the Price Band, the Bid/ Issue Period will be extended by at least three additional Working Days after such revision in the Price Band, subject to the Bid/ Issue Period not exceeding 10 Working Days. In cases of force majeure, banking strike or similar circumstances, our Company may, for reasons to be recorded in writing, extend the Bid / Issue Period for a minimum of three Working Days, subject to the Bid/ Issue Period not exceeding 10 Working Days. Any revision in the Price Band and the revised Bid/ Issue 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 respective websites of the BRLM and at the terminals of the Syndicate Members and by intimation to Designated Intermediaries and the Sponsor Bank.

The Issue is being made through the Book Building Process, in terms of Rule 19(2)(b) of the Securities Contracts (Regulation) Rules, 1957, as amended (“SCRR”) read with Regulation 31 of the SEBI ICDR Regulations and in compliance with Regulation 6(1) of the SEBI ICDR Regulations and through the Book Building Process, wherein [●] (not more than 50%) of the Issue shall be allocated on a proportionate basis to Qualified Institutional Buyers (“QIBs”, the “QIB Portion”), provided that our Company and the Promoter Selling Shareholder may, in consultation with the BRLM, allocate up to 60% of the QIB Portion to Anchor Investors on a discretionary basis in accordance with the SEBI ICDR Regulations (“Anchor Investor Portion”), of which one-third shall be reserved for domestic Mutual Funds, subject to valid Bids being received from domestic Mutual Funds at or above the Anchor Investor Allocation Price. In the event of under-subscription, or non-allocation in the Anchor Investor Portion, the balance Equity Shares shall be added to the Net QIB Portion. Further, 5% of the Net QIB Portion shall be available for allocation on a proportionate basis only to Mutual Funds, 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 Issue Price. However, if the aggregate demand from Mutual Funds is less than 5% of the QIB Portion, the balance Equity Shares available for allocation in the Mutual Fund Portion will be added to the remaining QIB Portion for proportionate allocation to QIBs. Further, [●] (not less than 15%) of the Issue shall be available for allocation on a proportionate basis to Non-Institutional Bidders and [●] (not less than 35%) of the Issue shall be available for allocation to Retail Individual Bidders (“RIBs”) in accordance with the SEBI ICDR Regulations, subject to valid Bids being received from them at or above the Issue Price. All potential Bidders (except Anchor Investors) are required to mandatorily utilise the Application Supported by Blocked Amount (“ASBA”) process providing details of their respective ASBA accounts, and UPI ID in case of RIBs using the UPI Mechanism, if applicable, in which the corresponding Bid Amounts will be blocked by the SCSBs or under the UPI Mechanism, as the case may be, to the extent of respective Bid Amounts. Anchor Investors are not permitted to participate in the Issue through the ASBA process. For details, please see “Issue Procedure” on page no. 239 of this Draft Red Herring Prospectus.

**RISK IN RELATION TO THE FIRST ISSUE**

This being the first public issue of our Company, there has been no formal market for the Equity Shares of our Company. The face value of the Equity Shares is ₹ 10 each. The Floor Price, Cap Price and Issue Price as determined and justified by our Company and the Promoter Selling Shareholder in consultation with the BRLM, in accordance with the SEBI ICDR Regulations, as stated under “Basis for Issue Price” on page no. 79 of this Draft Red Herring Prospectus 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 RISKS**

Investments in equity and equity-related securities involve a degree of risk and investors should not invest any funds in the Issue 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 Issue. For taking an investment decision, investors must rely on their own examination of our Company and the Issue, including the risks involved. The Equity Shares in the Issue 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 no. 24 of this Draft Red Herring Prospectus.

**COMPANY’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 Issue, which is material in the context of the Issue, 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. Further, the Promoter Selling Shareholder accepts responsibility that this Draft Red Herring Prospectus contains all information about it as Promoter Selling Shareholder in the context of the Offer for Sale and further severally assumes responsibility for statements in relation to it included in this Draft Red Herring Prospectus and the Equity Shares offered by it in the Issue and that such statements are true and correct in all material respects and not misleading in any material respect.

**LISTING**

The Equity Shares issued through the Red Herring Prospectus are proposed to be listed on BSE and NSE. Our Company has received an “in-principle” approval from BSE and NSE for the listing of the Equity Shares pursuant to letters dated [●] and [●], respectively. For the purposes of the Issue, the Designated Stock Exchange shall be [●]. A copy of the Red Herring Prospectus and the Prospectus shall be delivered to the RoC in accordance under Section 26(4) of the Companies Act, 2013. For details of the material contracts and documents available for inspection from the date of the Red Herring Prospectus up to the Bid/ Issue Closing Date, please see “Material Contracts and Documents for Inspection” on page no. 300 of this Draft Red Herring Prospectus.

**BOOK RUNNING LEAD MANAGER**

**ARYAMAN**  
FINANCIAL SERVICES LTD

**ARYAMAN FINANCIAL SERVICES LIMITED**  
 60, Khatu Building, Ground Floor, Alkesh Dinesh Modi Marg,  
 Fort, Mumbai – 400 001  
**Tel:** +91 – 22 – 6216 6999  
**Email:** ipo@afsl.co.in  
**Website:** www.afsl.co.in  
**Investor Grievance Email:** feedback@afsl.co.in  
**Contact Person:** Ankit Agarwal / Deepak Biyani  
**SEBI Registration No.:** INM000011344

**REGISTRAR TO THE ISSUE**

**BIGSHARE SERVICES PRIVATE LIMITED**  
 Office No S6-2, 6th Floor, Pinnacle Business Park, Next to Ahura Centre,  
 Mahakali Caves Road, Andheri (East) Mumbai – 400093  
**Tel:** +91 – 22 – 6263 8200;  
**Email:** ipo@bigshareonline.com;  
**Website:** www.bigshareonline.com  
**Investor Grievance Email:** investor@bigshareonline.com;  
**Contact Person:** Babu Raphael  
**SEBI Registration No.:** INR000001385

**BID / ISSUE PROGRAMME**

**BID / ISSUE OPENING DATE : [●]<sup>(1)</sup>**

**BID / ISSUE CLOSING DATE : [●]<sup>(2)</sup>**

<sup>(2)</sup>Our Company and the Promoter Selling Shareholder in consultation with the BRLM may consider closing the Bid/ Issue Period for QIBs one Working Day prior to the Bid/ Issue 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 implies or requires, or unless otherwise specified, shall have the meaning as assigned below. References to statutes, rules, regulations, guidelines and policies will, unless the context otherwise requires, be deemed to include all amendments, modifications and replacements notified thereto, as of the date of this Draft Red Herring Prospectus, 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 used in sections entitled in “Industry Overview”, “Key Regulations and Policies in India”, “Statement of Tax Benefits”, “Financial Information”, “Basis for Issue Price”, “Outstanding Litigation and Other Material Developments”, “Government and other approvals”, “Issue Procedure” and “Main Provisions of Articles of Association”, on page nos. 85, 119, 82, 156,79, 203, 215, 239 and 259 of this Draft Red Herring Prospectus shall have the meaning ascribed to such terms in those respective sections.

#### General Terms

Term	Description
The Company / our Company / The Issuer	R & B Infra Project Limited, a company incorporated under the Companies Act, 1956 and having its Registered Office at B-1 Neela Apartments S.V. Road Opp Mandpeshwar Ind Estate Borivali (West), Mumbai-400092, Maharashtra, India.
“we”, “us” or “our” or “Group”	Unless the context otherwise indicates or implies, our Company together with its Subsidiaries, on a consolidated basis.

#### Company related Terms

Term	Description
AoA/ Articles / Articles of Association	The Articles of Association of our Company, as amended from time to time
Audit Committee	The committee of the Board of Directors reconstituted on September 23, 2022 as our Company’s Audit Committee in accordance with Section 177 of the Companies Act, 2013 and Regulation 18 of SEBI (Listing Obligations and Disclosure Requirements), 2015
Auditors / Statutory Auditors	M/S. DGMS & Co., Chartered Accountants, being the current Statutory Auditor of our Company.
Board of Directors / Board	The Board of Directors of R & B Infra Project Limited, including all duly constituted Committees thereof.
Chief Financial Officer	Chief financial officer of our Company is Sureshkumar Jain
Chairman	Ratansingh Rathore, the Chairman of our Company.
Company Secretary and Compliance Officer	The Company Secretary and Compliance officer of our Company is Avani Harikantra.
Corporate Office	D/1, Ground Floor, Building No.6, Sat Kripa CHS Ltd., Near Natural Ice-Cream, Prem Nagar, Borivali (West), Mumbai-400092, Maharashtra, India.
Corporate Social Responsibility Committee	The committee of the Board of Directors reconstituted on September 23, 2022 as our Company’s Corporate Social Responsibility Committee in accordance with Section 135 of the Companies Act, 2013
Director(s)	Director(s) of R & B Infra Project Limited , unless otherwise specified.
Equity Shares	Equity Shares of our Company of Face Value of ₹ 10 each unless otherwise specified in the context thereof.
Equity Shareholders	Person(s) holding Equity Share(s) of our Company
Executive Director(s)	Executive Director(s) of our Company. For further details, please refer section titled “Our Management” on page no. 133 of this Draft Red Herring Prospectus.
Group Companies	Companies (other than our Subsidiaries, if any and joint ventures) with which there were

Term	Description
	related party transactions as disclosed in the Restated Financial Statements as covered under the applicable accounting standards, and as disclosed in “Our Group Companies” on page no. 153 of this Draft Red Herring Prospectus.
Independent Director(s)	Independent directors on the Board, and eligible to be appointed as an independent director under the provisions of Companies Act and SEBI Listing Regulations. For details of the Independent Directors, please refer chapter titled “Our Management” beginning on page no. 133 of this Draft Red Herring Prospectus
ISIN	International Securities Identification Number. In this case being, INE0J4901010
Key Management Personnel / KMP	Key managerial personnel of our Company in terms of Regulation 2(1)(bb) of the SEBI ICDR Regulations as disclosed in “Our Management” on page no. 133 of this Draft Red Herring Prospectus.
Materiality Policy	Policy adopted by our Company, in its Board meeting held on September 23, 2022, for identification of group companies, material creditors and material litigations.
MOA / Memorandum of Association	The Memorandum of Association of our Company, as amended from time to time
Nomination and Remuneration Committee	The committee of the Board of Directors constituted on September 23, 2022 as our Company’s Nomination and Remuneration Committee in accordance with Regulation 19 of the SEBI Listing Regulations and Section 178 of the Companies Act, 2013.
Promoter(s) / Core Promoter	The Promoter of our Company is Ratansingh Rathore.
Promoter Group	Such persons, entities and companies constituting our promoter group pursuant to Regulation 2(1)(pp) of the SEBI (ICDR) Regulations as disclosed in “Our Promoter and Promoter Group” on page no. 149 of this Draft Red Herring Prospectus.
Promoter Selling shareholder(s)	The Promoter Selling Shareholder is Ratansingh Rathore
Registered Office	The Registered Office of our Company situated at B-1 Neela Apartments S.V. Road Opp Mandpeshwar Ind Estate Borivali (West), Mumbai-400092, Maharashtra, India.
Registrar of Companies / RoC	Registrar of Companies, Mumbai at Maharashtra situated at 100, Everest, Marine Drive, Mumbai-400002, Maharashtra, India.
Restated Consolidated Financial Statements	The restated consolidated financial information of our Company, along with our joint ventures, comprising of the restated consolidated balance sheet as at, March 31, 2022, March 31, 2021, and March 31, 2020 and the restated consolidated summary statements of profit and loss (including other comprehensive income), cash flow statement and changes in equity and Financial Years ended March 31, 2022, March 31, 2021 and March 31, 2020 of the Company together with its notes, annexures and schedules prepared in accordance with Ind AS, and restated in accordance with requirements of Section 26 of Part I of Chapter III of Companies Act, SEBI ICDR Regulations and the Guidance Note on “Reports in Company Prospectuses(Revised 2019)” issued by ICAI
Stakeholders’ Relationship Committee	The committee of the Board of Directors constituted on September 23, 2022 as our Company’s Stakeholders’ Relationship Committee in accordance with Regulation 20 of the SEBI Listing Regulations and Section 178 of the Companies Act, 2013.

#### Issue Related Term

Term	Description
Abridged Prospectus	Abridged prospectus means a memorandum containing such salient features of a Prospectus as may be specified by SEBI in this behalf
Acknowledgement Slip	The slip or document issued by the Designated Intermediary to a Bidder as proof of registration of the Application Form.
Allot / Allotment / Allotted	Unless the context otherwise requires, allotment or transfer, as the case may be of Equity Shares offered pursuant to the Fresh Issue and transfer of the Offered Shares by the Selling Shareholder pursuant to the Offer for Sale to the successful Bidders
Allotment Advice	A 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.
Allottees	The successful Bidder to whom the Equity Shares are being / have been allotted.
Anchor Investor	A Qualified Institutional Buyer, applying under the Anchor Investor Portion in

<b>Term</b>	<b>Description</b>
	accordance with the requirements specified in the SEBI ICDR Regulations and the Red Herring Prospectus
Anchor Investor Allocation Price	The price at which Equity Shares will be allocated to Anchor Investors in terms of the Red Herring Prospectus and the Prospectus which will be decided by our Company and the Selling Shareholder in consultation with the Book Running Lead Manager.
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 Bid / Issue Period	One Working Day prior to the Bid/ Issue Opening Date, on which Bids by Anchor Investors shall be submitted and allocation to Anchor Investors shall be completed.
Anchor Investor Escrow Account	The account to be opened with the Escrow Collection Bank and in whose favour the Anchor Investors will transfer money through NACH / NECS / direct credit / NEFT / RTGS in respect of the Bid Amount when submitting a Bid.
Anchor Investor Issue Price	The 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 Issue Price but not higher than the Cap Price.  The Anchor Investor Issue Price will be decided by our Company and the Selling Shareholder in consultation with the Book Running Lead Manager.
Anchor Investor Pay-in Date	With respect to Anchor Investor(s), the Anchor Investor Bid/Issue Period, and in the event the Anchor Investor Allocation Price is lower than the Anchor Investor Issue Price, not later than two Working Days after the Bid/ Issue Closing Date
Anchor Investor Portion	Up to 60% of the QIB Portion which may be allocated by our Company and the Selling Shareholder in consultation with the Book Running Lead Manager, to Anchor Investors on a discretionary basis.  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.
Application Supported by Blocked Amount/ ASBA	An application, whether physical or electronic, used by a Bidder (other than Anchor Investors) to make a Bid authorizing an SCSB to block the Application Amount in the specified Bank Account maintained with such SCSB 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 an RIB linked to a UPI ID, which will be blocked in relation to a Bid by a RIB Bidding through the UPI Mechanism
ASBA Bidder / Bidder	Any prospective investor who makes a Bid pursuant to the terms of the Red Herring Prospectus and the Bid cum Application Form unless stated or implied otherwise except Anchor Investors.
ASBA Form	An application form (with and without the use of UPI, as may be applicable), whether physical or electronic, used by the ASBA Bidders and which will be considered as an application for Allotment in terms of the Red Herring Prospectus and the Prospectus.
Banker(s) to the Company	Such banks which are disclosed as Bankers to our Company in the chapter titled "General Information" on page no. 55 of this Draft Red Herring Prospectus.
Banker(s) to the Issue	Collectively, Escrow Collection Bank, Public Issue Bank, Sponsor Bank and Refund Bank, as the case may be, which are Clearing Members and registered with SEBI as Banker to the Issue with whom the Escrow Agreement is entered and in this case being [●].
Basis of Allotment	The basis on which the Equity Shares will be Allotted to successful Bidders under the Issue and which is described in the chapter titled "Issue Procedure" beginning on page no. 239 of this Draft Red Herring Prospectus.
Bid	Indication to make an issue during the Bid/Issue Period by an ASBA Bidder pursuant to submission of the ASBA Form, or during the Anchor Investor Bid/Issue Period by an Anchor Investor, pursuant to submission of the Anchor Investor Application Form, to subscribe to or purchase the Equity Shares at a price within the Price Band, including all

<b>Term</b>	<b>Description</b>
	revisions and modifications thereto as permitted under the SEBI ICDR Regulations and in terms of the Red Herring Prospectus and the Bid cum Application Form.  The term “Bidding” shall be construed accordingly.
Bid Amount	The highest value of optional Bids indicated in the Bid cum Application Form and, in the case of Retail Individual Bidders Bidding at the Cut off Price, the Cap Price multiplied by the number of Equity Shares Bid for by such Retail Individual Bidder and mentioned in the Bid cum Application Form and payable by the Bidder or blocked in the ASBA Account of the Bidder, as the case may be, upon submission of the Bid.
Bid cum Application Form	The form, whether physical or electronic, used by a Bidder, to make a Bid and which will be considered as a Bid for Allotment in terms of this Draft Red Herring Prospectus, the Red Herring Prospectus and the Prospectus. Anchor Investor Application Form or the ASBA Form, as the context requires
Bid Lot	[●] Equity Shares and in multiples of [●] Equity Shares thereafter
Bid / Issue Closing Date	Except in relation to any Bids received from the Anchor Investors, the date after which the Designated Intermediaries will not accept any Bids, being [●], and which shall be notified in all editions of the English National Daily Newspaper [●] and all editions of the Hindi National Daily Newspaper [●] (Hindi being the regional language of Mumbai, Maharashtra, where our Registered Office is located) each with wide circulation, and in case of any revision, the extended Bid / Issue Closing Date also to be notified on the website and terminals of the Syndicate and SCSBs, as required under the SEBI ICDR Regulations, 2018 and also intimated to SCSBs, the Sponsor Bank and the Designated Intermediaries.
Bid / Issue 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 [●], and which shall be notified in all editions of the English National Daily Newspaper [●] and all editions of the Hindi National Daily Newspaper [●] (Hindi being the regional language of Mumbai, Maharashtra, where our Registered Office is located) each with wide circulation, and in case of any revisions, the extended Bid / Issue Closing Date shall also be notified on the websites and terminals of the Syndicate Members and also intimated to the Designated Intermediaries and the Sponsor Bank, as required under the SEBI ICDR Regulations
Bid / Issue 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 have submitted their Bids, including any revisions thereof, 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, which includes an ASBA Bidder and an Anchor Investor.
Bidding Centres	The centres at which Designated Intermediaries shall accept the ASBA Forms, i.e., Designated Branches for SCSBs, Specified Locations for Syndicate, Broker Centres for Registered Brokers, Designated RTA Locations for RTAs and Designated CDP Locations for CDPs.
Book Building Process	Book building process, as provided in Schedule XIII of the SEBI ICDR Regulations, in terms of which the Issue is being made.
Book Running Lead Manager / BRLM	Aryaman Financial Services Limited.
Broker Centre	The broker centres notified by the Stock Exchanges where Bidders can submit the ASBA Forms (in case of RIBs only ASBA Forms under UPI) 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 ( <a href="http://www.bseindia.com">www.bseindia.com</a> and <a href="http://www.nseindia.com">www.nseindia.com</a> ).
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 Issue Price and Anchor Investor Issue Price will not be finalised and above which no Bids will be accepted (including any revisions thereof)

<b>Term</b>	<b>Description</b>
Cash Escrow and Sponsor Bank Agreement	The agreement dated [●] entered into amongst our Company, the Selling Shareholder, the Registrar to the Issue, the BRLM, and Banker(s) to the Issue in accordance with the UPI Circulars, collection of the Bid Amounts from Anchor Investors, transfer of funds to the Public Issue Account(s) and where applicable remitting refunds, if any, to Bidders, on the terms and conditions thereof
Client ID	Client identification number maintained with one of the Depositories in relation to demat account.
Collecting Depository Participant” or “CDP	A depository participant as defined under the Depositories Act, 1996, registered with SEBI and who is eligible to procure Bids from relevant Bidders at the Designated CDP Locations in terms of circular no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015 and the UPI Circulars 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 Applications at the Designated RTA Locations in terms of circular No. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015 and the UPI Circulars issued by SEBI
Cut-off Price	The Issue Price, finalised by our Company and the Selling Shareholder in consultation with the Book Running Lead Manager, which shall be any price within the Price Band. Only Retail Individual Bidders bidding in the Retail Portion are entitled to Bid at the Cut-off Price. QIBs and Non-Institutional Bidders are not entitled to Bid at the Cut-off Price.
Demographic Details	Details of the Bidders including the Bidders’ address, name of the Bidders’ father/husband, investor status, occupation and bank account details and UPI ID wherever applicable.
Designated Branches	Such branches of the SCSBs which shall collect the ASBA Forms, a list of which is available on the website of SEBI at <a href="https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognised=yes">https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognised=yes</a> or at such other website as may be prescribed by SEBI from time to time
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 ( <a href="http://www.bseindia.com">www.bseindia.com</a> and <a href="http://www.nseindia.com">www.nseindia.com</a> )
Designated Date	The date on which funds are transferred from the Escrow Account and the amounts blocked by the SCSBs (in case of RIBs using UPI Mechanism, instruction issued through the Sponsor Bank) are transferred from the ASBA Accounts, as the case may be, to the Public Issue Account or the Refund Account, as appropriate, in terms of the Red Herring Prospectus, and the aforesaid transfer and instructions shall be issued only after finalization of the Basis of Allotment in consultation with the Designated Stock Exchange.
Designated Intermediary(ies)	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 and CRTAs.  In relation to ASBA Forms submitted by QIBs and NIBs, Designated Intermediaries shall mean Syndicate, Sub-Syndicate / agents, SCSBs, Registered Brokers, the CDPs and CRTAs
Designated Branches SCSB	Such branches of the SCSBs which shall collect the ASBA Forms, a list of which is available on the website of SEBI at <a href="http://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognised=yes">www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognised=yes</a> or at such other website as may be prescribed by SEBI from time to time
Designated Stock Exchange	[●]
Designated Locations RTA	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

Term	Description
	Stock Exchanges (www.bseindia.com and www.nseindia.com)
Draft Red Herring Prospectus or DRHP	This Draft Red Herring Prospectus dated September 29, 2022 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 Issue, including any addenda and corrigenda thereto.
Eligible FPI(s)	FPIs that are eligible to participate in this Issue in terms of applicable laws, other than individuals, corporate bodies and family offices
Eligible NRI(s)	NRI(s) from jurisdictions outside India where it is not unlawful to make an Issue or invitation under the Issue 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.
Escrow Account	Account(s) to be opened with the Escrow Collection Bank(s) and in whose favour the Anchor Investors, will transfer money through NACH/direct credit/NEFT/RTGS in respect of the Bid Amount when submitting a Bid.
Escrow and Sponsor Bank Agreement	The agreement to be entered amongst our Company, the Book Running Lead Manager, the Bankers to the Issue and the Registrar to the Issue, in accordance with the 2018 Circular on Streamlining of Public Issues), for the appointment of the Sponsor Bank, collection of the Bid Amounts from Anchor Investors, transfer of funds to the Public Issue Account and where applicable, refunds of the amounts collected from Bidders, on the terms and conditions thereof
Escrow Collection Bank(s)	The bank(s) which is/are clearing members and are registered with SEBI as an escrow bank, with whom the Anchor Escrow Accounts in relation to the Issue for Bids by Anchor Investors will be opened, in this case being [●]
First or Sole Bidder	The Bidder whose name appears first in the Bid cum Application Form or the Revision Form and in case of join 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 thereto, at or above which the Issue Price and the Anchor Investor Issue Price will be finalised and below which no Bids will be accepted and which shall not be less than the face value of the Equity Shares.
Fresh Issue	Fresh Issue of up to 35,00,000 Equity Shares of face value ₹ 10 each for cash at a price of ₹ [●] per Equity Shares aggregating up to ₹ [●] lakhs by our Company
Fugitive Economic Offender	An individual who is declared a fugitive economic offender under Section 12 of the Fugitive Economic Offenders Act, 2018
General Information Document or GID	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 circular no. SEBI/HO/CFD/DIL2/CIR/P/2020/50 dated March 30, 2020, as amended by SEBI from time to time and the UPI Circulars. The General Information Document shall be available on the websites of the Stock Exchanges and the BRLM.
IPO	Initial Public Offer
Issue	The initial public issue of up to 50,00,000 Equity Shares of face value of ₹ 10 each for cash at a price of ₹ [●] each (including a securities premium of ₹ [●] per Equity Share), aggregating up to ₹ [●] lakhs.
Issue Agreement	The agreement dated September 21, 2022, entered amongst our Company, the Selling Shareholder, and the Book Running Lead Manager, pursuant to which certain arrangements are agreed to in relation to the Issue.
Issue Price	The final price at which Equity Shares will be Allotted to successful Bidders, other than Anchor Investors in terms of the Red Herring Prospectus. Equity Shares will be Allotted to Anchor Investors at the Anchor Investor Issue Price in terms of the Red Herring Prospectus. The Issue Price will be decided by our Company in consultation with the Book Running Lead Manager on the Pricing Date in accordance with the Book Building Process and the Red Herring Prospectus.
Issue Proceeds	The gross proceeds of the Issue which shall be available to our Company, based on the total number of Equity Shares Allotted at the Issue Price. For further information about use of the Issue Proceeds, see "Objects of the Issue" on page no. 73 of this Draft Red Herring Prospectus.
Minimum Promoters' Contribution	Aggregate of 20% of the fully diluted Post Issue equity share capital of our Company held by our Promoters which shall be provided towards minimum promoters'

<b>Term</b>	<b>Description</b>
	contribution and locked in for a period of 18 months from the date of Allotment
Maximum RIB Allottees	Maximum number of RIBs who can be allotted the minimum Bid Lot. This is computed by dividing the total number of Equity Shares available for Allotment to RIBs by the minimum Bid Lot, subject to valid Bids being received at or above the Issue Price.
Mutual Funds	Mutual funds registered with SEBI under the Securities and Exchange Board of India (Mutual Funds) Regulations, 1996.
Mutual Fund Portion	5% of the QIB Portion or up to [●] Equity Shares which shall be available for allocation to Mutual Funds only, subject to valid Bids being received at or above the Issue Price.
Net Proceeds / Net Issue Proceeds	Proceeds of the Issue that will be available to our Company, i.e. gross proceeds of the Fresh Issue, less Issue expenses to the extent applicable to the Fresh Issue. For further details regarding the use of the Net Proceeds and the Issue expenses, see “Objects of the Issue” beginning on page no. 79 of this Draft Red Herring Prospectus.
Net QIB Portion	The portion of the QIB Portion less the number of Equity Shares Allotted to the Anchor Investors.
Non Institutional Bidders	All Bidders that are not Qualified Institutional Buyers (including Anchor Investors) and Retail Individual Bidders and who have Bid for Equity Shares for an amount of more than ₹ 2,00,000 (but not including NRIs other than Eligible NRIs, QFIs other than Eligible QFIs).
Non-Institutional Portion	The Portion of the Issue being [●]% (not less than 15%) of the Issue consisting of not less than [●] 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 Issue Price.
Non-Resident or NR	A person resident outside India, as defined under FEMA and includes a non-resident Indian, FVCIs and FPIs.
Offer	The Initial Public Offer of Equity Shares Comprising of Public Issue and Offer for Sale
Offer for Sale	Offer of up to 15,00,000 Equity Shares at ₹ [●] aggregating to ₹ [●] lakhs to be offered for sale by the Selling Shareholder pursuant to the Issue.
Peer Reviewed Auditor	M/S. DGMS & Co., Chartered Accountants, being the Peer Reviewed Auditor of our Company.
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 size for the Issue will be decided by our Company and the Selling Shareholder in consultation with the Book Running Lead Manager, and will be advertised, at least two Working Days prior to the Bid/Issue Opening Date, in all editions of the English national daily newspaper [●], all editions of the Hindi national daily newspaper [●], and Mumbai edition of the Marathi daily newspaper [●] (Marathi being the regional language of Maharashtra, where our Registered Office is located) each with wide circulation along 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 the Selling Shareholder in consultation with the Book Running Lead Manager, will finalise the Issue Price.
Prospectus	The Prospectus to be filed with the RoC after the Pricing Date in accordance with section 26 of the Companies Act, 2013, and the SEBI ICDR Regulations containing, inter alia, the Issue Price that is determined at the end of the Book Building Process, the size of the Issue and certain other information, including any addenda or corrigenda thereto
Public Issue Account	A bank account to be opened under section 40(3) of the Companies Act, 2013 to receive monies from the Escrow Account and ASBA Accounts on the Designated Date
Public Issue Bank	A bank which is a clearing member and registered with SEBI as a Banker to an Issue and with whom the Public Issue Account will be opened, in this case being [●].
QIB Portion	The portion of the Issue (including the Anchor Investor Portion) being not more than [●]% (not more than 50%) of the Issue or up to [●] Equity Shares, which shall be available for allocation to QIBs, including the Anchor Investors, subject to valid Bids being received at or above the Issue Price.
Qualified Institutional Buyers or QIBs or QIB Bidders	A qualified institutional buyer as defined under Regulation 2(1)(ss) of the SEBI ICDR Regulations.

<b>Term</b>	<b>Description</b>
Red Herring Prospectus or RHP	<p>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 Issued and the size of the Issue including any addenda or corrigenda thereto.</p> <p>The Bid/Issue Opening Date shall be at least three Working Days after the filing of Red Herring Prospectus with the RoC. The Red Herring Prospectus will become the Prospectus upon filing with the RoC after the Pricing Date, including any addenda or corrigenda thereto</p>
Refund Account	The account to be opened with the Refund Bank, from which refunds, if any, of the whole or part of the Bid Amount to the Anchor Investors shall be made.
Refund Bank	The bank which is a clearing member and registered with SEBI as a Banker to an Issue and with whom the Refund Account 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 Manager and the Syndicate Members and eligible to procure Bids in terms of Circular No. CIR/CFD/14/2012 dated October 4, 2012 issued by SEBI.
Registrar Agreement	The agreement dated 21 September, 2022 entered amongst our Company, the Selling Shareholder and the Registrar to the Issue, in relation to the responsibilities and obligations of the Registrar to the Issue pertaining to the Issue.
Registrar to the Issue / Registrar	Bigshare Services Private Limited
Retail Individual Investor(s) / RII(s)	Individual Bidders, who have Bid for the Equity Shares for an amount not more than ₹ 2,00,000 in any of the bidding options in the Issue (including HUFs applying through their Karta and Eligible NRIs and does not include NRIs other than Eligible NRIs)
Retail Portion	The portion of the Issue being [●] % (not less than 35%) of the Issue consisting of not less than [●] Equity Shares which shall be available for allocation to Retail Individual Bidders (subject to valid Bids being received at or above the Issue Price), which shall not be less than the minimum Bid Lot subject to availability in the Retail Portion, and the remaining Equity Shares to be Allotted on a proportionate basis.
Revision Form	<p>The 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).</p> <p>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 can withdraw or revise their Bids until Bid/Issue Closing Date.</p>
Self-Certified Syndicate Bank(s) or “SCSB(s)	The banks registered with SEBI, which offer the facility of ASBA services, (i) in relation to ASBA, where the Bid Amount will be blocked by authorising an SCSB, a list of which is available on the website of SEBI at <a href="http://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&amp;intmId=34">www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&amp;intmId=34</a> and updated from time to time and at such other websites as may be prescribed by SEBI from time to time, (ii) in relation to RIBs using the UPI Mechanism, a list of which is available on the website of SEBI at <a href="https://sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&amp;intmId=40">https://sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&amp;intmId=40</a> or such other website as updated from time to time
Share Escrow Agent	Share Escrow agent appointed pursuant to the Share Escrow Agreement, being [●].
Share Escrow Agreement	Agreement dated [●] entered into between our Company, the Selling Shareholder, the Share Escrow Agent and the Book Running Lead Manager in connection with the transfer of Equity Shares under the Offer for Sale by the Selling Shareholder and credit of such Equity Shares to the demat account of the Allottees in accordance with the Basis of Allotment
Specified Locations	Bidding Centres where the Syndicate shall accept ASBA Forms from Bidders, a list of which is available on the website of SEBI ( <a href="http://www.sebi.gov.in">www.sebi.gov.in</a> ) and updated from time to time.
Sponsor Bank	[●], being the Banker to the Issue, appointed by our Company to act as a conduit between the Stock Exchanges and NPCI in order to push the mandate collect requests and / or payment instructions of the RIBs using the UPI Mechanism and carry out other responsibilities, in terms of the UPI Circulars.

<b>Term</b>	<b>Description</b>
Stock Exchanges	Collectively, BSE Limited and National Stock Exchange of India Limited
Syndicate Agreement	The agreement dated [●] amongst our Company, the Selling Shareholder, the Syndicate Members and the Registrar to the Issue, in relation to collection of Bids by the members of the Syndicate.
Syndicate Members	Intermediaries registered with SEBI who are permitted to carry out activities as an underwriter, namely, [●]
Syndicate or members of the Syndicate	Book Running Lead Manager and the Syndicate Members.
Systemically Important Non-Banking Financial Company	Systemically important non-banking financial company as defined under Regulation 2(1)(iii) of the SEBI ICDR Regulations
Underwriters	[●]
Underwriting Agreement	The agreement to be entered amongst our Company, the Selling Shareholder and the Underwriters to be entered into on or after the Pricing Date but prior to filing of the Prospectus with the RoC.
UPI	Unified payments interface which is an instant payment mechanism, developed by NPCI
UPI Circulars	The SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 1, 2018, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/50 dated April 3, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019, circular no. SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019 circular no. SEBI/HO/CFD/DIL2/CIR/P/2020/50 dated March 30, 2020, SEBI circular no. SEBI/HO/CFD/DIL2/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 no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021 and any subsequent circulars or notifications issued by SEBI in this regard. SEBI circular number SEBI/HO/CFD/DIL2/CIR/P/2022/45 dated April 5, 2022, SEBI circular number SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022, SEBI circular number SEBI/HO/CFD/DIL2/P/CIR/2022/75 dated May 30, 2022 along with the circular issued by the National Stock Exchange of India Limited having reference no. 25/2022 dated August 3, 2022 and the circular issued by BSE Limited having reference no. 20220803-40 dated August 3, 2022 and any subsequent circulars or notifications issued by SEBI or the Stock Exchanges 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 application and by way of a SMS directing the RIB to such UPI application) to the RIB initiated by the Sponsor Bank to authorise blocking of funds on the UPI application equivalent to Bid Amount and subsequent debit of funds in case of Allotment.
UPI Mechanism	The bidding mechanism that may be used by an RIB to make a Bid in the Issue in accordance the UPI Circulars to make an ASBA Bid in the Issue.
UPI PIN	Password to authenticate UPI transaction
Wilful Defaulter	Wilful defaulter as defined under Regulation 2(1)(lll) of the SEBI ICDR Regulations.
Working Day	Any day, other than the second and fourth Saturdays of each calendar month, Sundays and public holidays, on which commercial banks in Mumbai are open for business; provided however, with reference to (i) announcement of Price Band; and (ii) Bid / Issue Period, "Working Day" shall mean any day, excluding all Saturdays, Sundays and public holidays, on which commercial banks in Mumbai are open for business; and with reference to (iii) the time period between the Bid / Issue Closing Date and the listing of the Equity Shares on the Stock Exchanges, "Working Day" shall mean all trading days of the Stock Exchanges, excluding Sundays and bank holidays, as per the SEBI circular number SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016 and the SEBI circular number SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 1, 2018, including the UPI Circulars.

#### Technical / Industry related Terms

<b>Term</b>	<b>Description</b>
AMRUT	Atal Mission for Rejuvenation and Urban Transformation

Term	Description
BBPS	Bharat Bill Payment System
CAGR	Compound Annual Growth Rate
C&D	Construction & Demolition
CETP	Common Effluent Treatment Plant
CPSE	Central Public Sector Enterprises
CPWD	Central Public Works Department
CRIF	Central Road Infrastructure Fund
CWC	Civil Works Contractors
DDUGJY	Deen Dayal Upadhyaya Gram Jyoti Yojana
DPIIT	Department for Promotion of Industry and Internal Trade Policy
EPC	Engineering, Procurement and Construction
ETC	Electronic Toll Collection
FDI	Foreign Direct Investment
GDP	Gross Domestic Product
GEC	Green Energy Corridor
HAM	Hybrid Annuity Model
HSE	Health, Safety and Environmental
IIP	Index of Industrial Production
ISO	International Organization for Standardization
JNNURM	Jawaharlal Nehru National Urban Renewal Mission
JV	Joint Venture
KDMC	Kalyan-Dombivali Municipal Corporation
MCGM	Municipal Corporation Greater Mumbai
MMRDA	Mumbai Metropolitan Region Development Authority
MoHFW	Ministry of Health and Family Welfare
MoHUA	Ministry of Housing and Urban Affairs
MRF	Material Recovery Facility
MRRDA	Maharashtra Rural Road Development Association
MSRDC	Maharashtra State Road Development Corporation
MSRTC	Maharashtra State Road Transport Corporation
MW	Mega watt
NaBFID	National Bank for Financing Infrastructure and Development
NHDP	National Highways Development Project
NIP	National Infrastructure Pipeline
NIIF	National Investment and Infrastructure Fund
NMP	National Monetization Plan
OMT	Operate-Maintain-Transfer
OHSAS	Occupational Health and Safety Assessment Series
PCMC	Pimpri-Chinchwad Municipal Corporation
PCNTDA	Pimpri-Chinchwad New Town Development Authority
PLI	Production Linked Incentive
PMC	Pune Municipal Corporation
PPP	Public Private Partnership
PPPAC	Public Private Partnership Appraisal Committee
PWD	Public Works Department
RCC	Reinforced cement concrete
RDF	Refuse Derived Fuel
RMC	Ready-mix concrete
RUIDP	Rajasthan Urban Infrastructure Development Project
SH	State Highway
SWD	Storm Water Drain
TOT	Toll-Operate-Transfer
TPD	Tonne Per Day
TPI	Third-Party Inspection
QAP	Quality Assurance Plan
UIDSSMT	Urban Infrastructure Development Scheme for Small and Medium Towns
VGF	Viability Gap Funding

**Conventional Terms / General Terms / Abbreviations**

<b>Term</b>	<b>Description</b>
A/c	Account
AGM	Annual General Meeting
AED	United Arab Emirates Dirham
AIF	Alternative Investment Fund as defined in and registered with SEBI under the Securities and Exchange Board of India (Alternative Investments Funds) Regulations, 2012
AS / Accounting Standards	Accounting Standards as issued by the Institute of Chartered Accountants of India
ASBA	Applications Supported by Blocked Amount
AY	Assessment Year
BSE	BSE Limited
CAGR	Compound Annual Growth Rate
Category I Alternate Investment Fund / Category I AIF	AIFs who are registered as “Category I Alternative Investment Funds” under the SEBI AIF Regulations.
Category I foreign portfolio investor(s) / Category I FPIs	FPIs who are registered as “Category I foreign portfolio investors” under the SEBI FPI Regulations
Category II Alternate Investment Fund / Category II AIF	AIFs who are registered as “Category II Alternative Investment Funds” under the SEBI AIF Regulations.
Category II foreign portfolio investor(s) / Category II FPIs	FPIs who are registered as “Category II foreign portfolio investors” under the SEBI FPI Regulations
Category III Alternate Investment Fund / 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	Company Identification Number
CIT	Commissioner of Income Tax
Client ID	Client identification number of the Applicant’s beneficiary account
Companies Act/Companies Act, 2013	Unless specified otherwise, this would imply to the provisions of the Companies Act, 2013 (to the extent notified) and /or Provisions of Companies Act, 1956 w.r.t. the sections which have not yet been replaced by the Companies Act, 2013 through any official notification.
Companies Act, 1956	The Companies Act, 1956, as amended from time to time
Covid-19	A public health emergency of international concern as declared by the World Health Organization on January 30, 2020 and a pandemic on March 11, 2020
CSR	Corporate Social Responsibility
CST	Central Sales Tax
CY	Calendar Year
Depositories Act	Depositories Act, 1996
Depository	A depository registered with the SEBI under the Securities and Exchange Board of India (Depositories and Participants) Regulations, 1996
DIN	Director Identification Number
DP	Depository Participant, as defined under the Depositories Act 1996
DP ID	Depository Participant’s identification
DPIIT	Department of Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India.
EBITDA	Earnings before Interest, Taxes, Depreciation and Amortization
ECS	Electronic Clearing System
EGM	Extraordinary General Meeting
EMDEs	Emerging Markets and Developing Economies
EPS	Earnings Per Share
FCNR Account	Foreign Currency Non Resident Account

<b>Term</b>	<b>Description</b>
FDI	Foreign Direct Investment
FEMA	Foreign Exchange Management Act, 1999, read with rules and regulations thereunder
FEMA Regulations	Foreign Exchange Management (Transfer or Issue of Security by a Person Resident Outside India) Regulations, 2017, as amended from time to time.
FIIIs	Foreign Institutional Investors (as defined under Foreign Exchange Management (Transfer or Issue of Security by a Person Resident outside India) Regulations, 2000) registered with SEBI under applicable laws in India
FPIs	Foreign Portfolio Investors as defined under the SEBI FPI Regulations
FIPB	Foreign Investment Promotion Board
FVCI	Foreign Venture Capital Investors as defined and registered under the SEBI FVCI Regulations
FY / Fiscal / Financial Year	Period of twelve months ended March 31 of that particular year, unless otherwise stated
GBP	Great Britain Pound
GDP	Gross Domestic Product
GoI/Government	Government of India
GST	Goods & Services Tax
HK\$	Hong Kong Dollar
HNIIs	High Networth Individuals
HUF	Hindu Undivided Family
IAS Rules	Indian Accounting Standards, Rules 2015
ICAI	The Institute of Chartered Accountants of India
ICSI	Institute of Company Secretaries of India
IFRS	International Financial Reporting Standards
Indian GAAP	Generally Accepted Accounting Principles in India
INR/Indian Rupee/₹/Rs.	Indian Rupee, the official currency of the Republic of India
Ind AS	Indian Accounting Standards prescribed under section 133 of the Companies Act, 2013, as notified under the Companies (Indian Accounting Standard) Rules, 2015
I.T. Act	Income Tax Act, 1961, as amended from time to time
IPO	Initial Public Offering
ISIN	International Securities Identification Number
KM / Km / km	Kilo Meter
Merchant Banker	Merchant Banker as defined under the Securities and Exchange Board of India (Merchant Bankers) Regulations, 1992, as amended from time to time.
MoF	Ministry of Finance, Government of India
MICR	Magnetic Ink Character Recognition
MOU	Memorandum of Understanding
NA / N. A.	Not Applicable
NACH	National Automated Clearing House
NAV	Net Asset Value
NBFC	Non-banking financial company
NECS	National Electronic Clearing Service
NEFT	National Electronic Fund Transfer
NOC	No Objection Certificate
NPCI	National Payments Corporation of India
“NR”/ “Non-resident”	A person resident outside India, as defined under the FEMA and includes an NRI
NRE Account	Non Resident External Account
NRIIs	A 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, 2000
NRO Account	Non Resident Ordinary Account
NSDL	National Securities Depository Limited
NSE	National Stock Exchange of India Limited
OCB / Overseas Corporate Body	A company, partnership, society or other corporate body owned directly or indirectly to the extent of at least 60.00% by NRIs including overseas trusts, in which not less than 60.00% of beneficial interest is irrevocably held by NRIs directly or indirectly and which was in existence on October 3, 2003 and immediately before such date had taken

Term	Description
	benefits under the general permission granted to OCBs under FEMA
p.a.	per annum
P/E Ratio	Price/Earnings Ratio
Patents Act	The Patents Act, 1970
PAC	Persons Acting in Concert
PAN	Permanent Account Number
PAT	Profit After Tax
PLR	Prime Lending Rate
RBI	Reserve Bank of India
Regulation S	Regulation S under the U.S. Securities Act
RMB	Renminbi
RoC	Registrar of Companies
ROE	Return on Equity
RONW	Return on Net Worth
Rupees / Rs. / ₹	Rupees, the official currency of the Republic of India
RTGS	Real Time Gross Settlement
SCRA	Securities Contract (Regulation) Act, 1956, as amended from time to time
SCRR	Securities Contracts (Regulation) Rules, 1957, as amended from time to time
SCD	Singapore Dollar
SEBI	Securities and Exchange Board of India
SEBI Act	Securities and Exchange Board of India Act, 1992
SEBI AIF Regulations	Securities and Exchange Board of India (Alternative Investments Funds) Regulations, 2012, as amended from time to time.
SEBI BTI Regulations	Securities and Exchange Board of India (Bankers to an Issue) Regulations, 1994, as amended from time to time
SEBI FII Regulations	Securities and Exchange Board of India (Foreign Institutional Investors) Regulations, 1995, as amended from time to time.
SEBI FPI Regulations	Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2019, as amended from time to time.
SEBI FVCI Regulations	Securities and Exchange Board of India (Foreign Venture Capital Investor) Regulations, 2000, as amended from time to time.
SEBI ICDR Regulations	Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time.
SEBI Insider Trading Regulations	Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, as amended from time to time
SEBI LODR Regulations, 2015 / SEBI Listing Regulations	Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.
SEBI SAST Regulations	Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, as amended from time to time.
SEBI VCF Regulations	Securities and Exchange Board of India (Venture Capital Fund) Regulations, 1996, as repealed by the SEBI AIF Regulations
Sec.	Section
Securities Act	U.S. Securities Act of 1933, as amended
SICA	Sick Industrial Companies (Special Provisions) Act, 1985
STT	Securities Transaction Tax
Takeover Regulations	Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, as amended from time to time.
TAN	Tax deduction account number
TIN	Taxpayers Identification Number
Trademarks Act	The Trademarks Act, 1999
TDS	Tax Deducted at Source
UPI	Unified Payments Interface, a payment mechanism that allows instant transfer of money between any two persons bank account using a payment address which uniquely identifies a person's bank account
US/United States	United States of America
USD/ US\$/ \$	United States Dollar, the official currency of the Unites States of America

<b>Term</b>	<b>Description</b>
U.S. Securities Act	United States Securities Act of 1933
VAT	Value Added Tax
VCFs / Venture Capital Funds	Foreign Venture Capital Funds (as defined under the Securities and Exchange Board of India (Venture Capital Funds) Regulations, 1996) registered with SEBI under applicable laws in India.
Wilful Defaulter	An entity or person categorised as a wilful defaulter by any bank or financial institution or consortium thereof, in terms of regulation 2(1)(III) of the SEBI ICDR Regulations

## CERTAIN CONVENTIONS AND PRESENTATION OF FINANCIAL

### Certain Conventions

All references in this Draft Red Herring Prospectus to “India” are to the Republic of India, together with its territories and possessions. All references to the “USA”, “US”, the “U.S.” or the “United States” are to the United States of America, together with its territories and possessions. Further, all references to “Nepal”, is to the Federal Democratic Republic of Nepal and its territories and possessions.

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

### Financial Data

Unless stated otherwise, the financial information and financial ratios in this Draft Red Herring Prospectus have been derived from our Restated Consolidated Financial Information. For further information, see “*Financial Information*” beginning on page no. 156 of this Draft Red Herring Prospectus.

The Restated Consolidated Financial Information of our Company, along with our joint ventures, comprises of the restated consolidated summary statement of balance sheet as at March 31, 2022, March 31, 2021 and March 31, 2020, and the restated consolidated summary statements of profits and losses (including other comprehensive income), and cash flow statement and changes in equity for the financial years ended March 31, 2022, March 31, 2021 and March 31, 2020, together with its notes, annexures and schedules are derived from our audited consolidated financial statements as at and for the ended June 30, 2022 prepared in accordance with Ind AS, and for the financial years ended March 31, 2022, March 31, 2021 and March 31, 2020 prepared in accordance with Ind AS, and restated in accordance with requirements of Section 26 of Part I of Chapter III of Companies Act, SEBI ICDR Regulations and the Guidance Note on “Reports in Company Prospectuses (Revised 2019)” issued by ICAI.

In this Draft Red Herring Prospectus, figures for Fiscals 2022, 2021 and 2020, have been presented.

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, U.S. GAAP and IFRS. Our Company does not provide reconciliation of its financial information to IFRS or U.S. 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 financial data. Accordingly, 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, Ind AS, 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.

Unless the context otherwise indicates, any percentage amounts, as set forth in “*Risk Factors*”, “*Our Business*” and “*Management’s Discussion and Analysis of Financial Conditions and Results of Operations*” on page nos. 24, 102 and 189 respectively, of this Draft Red Herring Prospectus, and elsewhere in this Draft Red Herring Prospectus have been calculated on the basis of the Restated Financial Statements of our Company.

### Non-GAAP Financial Measures

Certain non-GAAP financial measures relating to our financial performance such as, EBITDA, EBITDA margin, RoCE, RoE, return on net worth, working capital, net worth, net asset value per share and debt equity ratio have been included in this Draft Red Herring Prospectus. We compute and disclose such non-GAAP financial measures relating to our financial performance as we consider such information to be useful measures of our business and financial performance. These non-GAAP financial measures and other information relating to financial performance may not be computed on the basis of any standard methodology that is applicable across the industry and therefore may not be comparable to financial measures of similar nomenclature that may be computed and presented by other companies and are not measures of operating performance or liquidity defined by Ind AS and may not be comparable to similarly titled measures presented by other companies.

## Currency and Units of Presentation

All references to:

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

In this Draft Red Herring Prospectus, our Company has presented certain numerical information. All figures have been expressed in lakhs. One lakh represents “1 lakhs” or 1,00,000. However, where any figures that may have been sourced from third-party industry sources are expressed in denominations other than lakhs in their respective sources, such figures appear in this Draft Red Herring Prospectus expressed in such denominations as provided in such respective sources.

## Exchange Rates

This Draft Red Herring Prospectus contains conversions of U.S. Dollars 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 certain currencies used in this Draft Red Herring Prospectus into Indian Rupees are provided below.

(in ₹)

Currency	As at		
	March 31, 2022	March 31, 2021	March 31, 2020 <sup>(1)</sup>
1USD	75.81	73.50	75.39

Source: [www.fbil.org.in](http://www.fbil.org.in)

**Note:** In case March 31 of any of the respective years/ period is a public holiday, the previous Working Day not being a public holiday has been considered.

## Definitions

For definitions, please refer the Chapter titled “*Definitions and Abbreviations*” on page no. 1 of this Draft Red Herring Prospectus. In the Section titled “*Main Provisions of Articles of Association*” beginning on page no. 259 of this Draft Red Herring Prospectus, defined terms have the meaning given to such terms in the Articles of Association.

## Industry and Market Data

Unless stated otherwise, the industry and market data and forecasts used throughout this Draft Red Herring Prospectus has been obtained from industry sources as well as Government Publications. Industry sources as well as Government Publications generally state that the information contained in those publications has been obtained from sources believed to be reliable but that their accuracy and completeness and underlying assumptions are not guaranteed and their reliability cannot be assured. Further, the extent to which the industry and market data presented in this Draft Red Herring Prospectus is meaningful depends on the reader’s familiarity with and understanding of the methodologies used in compiling such data. There are no standard data gathering methodologies in the industry in which we conduct our business, and methodologies and assumptions may vary widely among different industry sources.

The extent to which the market and industry data used in this Draft Red Herring Prospectus is meaningful depends on the reader’s familiarity with and understanding of the methodologies used in compiling such data. There are no standard data gathering methodologies in the industry in which the business of our Company is conducted, and methodologies and assumptions may vary widely among different industry sources. Accordingly, investment decisions should not be based solely on such information.

In accordance with the SEBI ICDR Regulations, “*Basis for Issue Price*” on page no. 79 of this Draft Red Herring Prospectus includes information relating to our peer group entities. Such information has been derived from publicly available sources, and neither we, nor the BRLM have independently verified such information. Such data involves risks, uncertainties and numerous assumptions and is subject to change based on various factors, including those discussed in “*Risk Factors*” on page no. 24 of this Draft Red Herring Prospectus.

## FORWARD-LOOKING STATEMENTS

This Draft Red Herring Prospectus contains certain “forward-looking statements”. All statements contained in this Draft Red Herring Prospectus that are not statements of historical fact constitute forward-looking statements. All statements regarding our expected financial condition and results of operations, business, plans and prospects are forward-looking statements. These forward-looking statements include statements with respect to our business strategy, our revenue and profitability, our projects and other matters discussed in this Draft Red Herring Prospectus regarding matters that are not historical facts. Investors can generally identify forward-looking statements by the use of terminology such as “aim”, “anticipate”, “believe”, “expect”, “estimate”, “intend”, “objective”, “plan”, “project”, “may”, “will”, “will continue”, “will pursue”, “contemplate”, “future”, “goal”, “propose”, “will likely result”, “will seek to” or other words or phrases of similar import. All forward looking statements (whether made by us or any third party) are predictions and 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.

Forward-looking statements reflect our current views with respect to future events and are not a guarantee of future performance. These statements are based on our management’s beliefs and assumptions, which in turn are based on currently available information. Although we believe the assumptions upon which these forward-looking statements are based are reasonable, any of these assumptions could prove to be inaccurate, and the forward-looking statements based on these assumptions could be incorrect.

Further the actual results may differ materially from those suggested by the forward-looking statements due to risks or uncertainties associated with our expectations with respect to, but not limited to, regulatory changes pertaining to the industry in India in which our Company operates and our ability to respond to them, our ability to successfully implement our strategy, our growth and expansion, technological changes, our exposure to market risks, general economic and political conditions in India and overseas which have an impact on our business activities or investments, the monetary and fiscal policies of India and other jurisdictions in which we operate, inflation, deflation, unanticipated volatility 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. Other important factors that could cause actual results to differ materially from our expectations include, but are not limited to, the following:

- Changes in laws and regulations relating to the sectors/areas in which we operate;
- The continuing effect of the COVID-19 pandemic;
- Inability to identify the new premises may adversely affect the operations, finances and profitability of the Company;
- Uncertainty regarding the real estate market, land prices, economic conditions and other factors beyond our control;
- Inability to identify or effectively respond to consumer needs, expectations or trends in a timely manner;
- Projects assigned to us are primarily through a competitive bidding process, sometimes we may not be able to qualify for and win projects.
- Our ability to successfully implement our growth strategy and expansion plans, and to successfully launch and implement various projects;
- Delays in the execution of the projects , premature termination of the projects for which we may not receive the payments
- Volatility of Loan interest rates and inflation;
- Our failure to keep pace with rapid changes in technology;
- Our business is capital intensive and we may experience insufficient cash flows to meet required payments on our working capital requirements;
- Fluctuations in operating costs;
- Our ability to attract and retain qualified personnel;
- Conflict of Interest with affiliated companies, the promoter group and other related parties;
- Changes in political and social conditions in India, the monetary and interest rate policies of India and other countries;
- General economic and business conditions in the markets in which we operate and in the local, regional, national and international economies;
- Changes in government policies and regulatory actions that apply to or affect our business;
- The performance of the financial markets in India and globally;
- The occurrence of natural disasters or calamities; and
- Failure to successfully upgrade our products and service portfolio, from time to time.

For further discussions of factors that could cause our actual results to differ, please refer the section titled “*Risk Factors*”, “*Business Overview*” and “*Management’s Discussion and Analysis of Financial Condition and Results of Operations*” beginning on page nos. 24, 102 and 189 of this Draft Red Herring Prospectus, respectively.

Neither our Company, our Directors, our Promoter, the BRLMs 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 SEBI requirements, our Company will ensure that investors in India are informed of material developments from the date of this Draft Red Herring Prospectus until the time of the grant of listing and trading permission by the Stock Exchanges.

## SECTION II - SUMMARY OF OFFER DOCUMENT

### A. Primary business of our Company

We are an integrated Engineering, Procurement and Construction (“EPC”) company with an experience of more than two decades in design, project management services and diverse engineering works in India. We are registered as a Civil - Class I-A contractor for MCGM and Central Public Works Department with unlimited bidding rights for its civil works. We are also registered as a Class AA Registration contractor for Roads & Building Department – Gujarat.

### B. Industry Overview

Infrastructure is the back bone for any economy. The extent and quality of infrastructure determines the ability of the country to utilize its comparative advantage and enable cost competitiveness. Given the strong backward and forward linkages and the positive externalities that infrastructure generates, it can be a vehicle for social and economic transformation.

Infrastructure sector is a key driver for the Indian economy. The sector is highly responsible for propelling India’s overall development and enjoys intense focus from Government for initiating policies that would ensure time-bound creation of world class infrastructure in the country.

The infrastructure sector encompasses roads, power, urban infrastructure, railways and irrigation among others. The sheer size and magnitude of major infrastructure development projects dictate substantial capital investment. Below chart presents the segment-wise bifurcation of infrastructure sector:

### C. Our Promoter

Our Company is promoted by Ratansingh Rathore. For further details see “*Our Promoters and Promoter Group*” on page no. 149 of this Draft Red Herring Prospectus.

### D. Size of the Issue

<b>Equity Shares Issued:</b> Fresh Issue of Equity Shares by our Company and Offer for Sale by the Promoter Selling Shareholder	Up to 50,00,000 Equity Shares of face value of ₹ 10 each for cash at a price of ₹ [●] per Equity Share aggregating ₹ [●] lakhs
<i>The Issue consists of:</i>	
<b>Fresh Issue</b>	Up to 35,00,000 Equity Shares of face value of ₹ 10 each for cash at a price of ₹ [●] per Equity Share aggregating ₹ [●] lakhs
<b>Offer for Sale</b>	Up to 15,00,000 Equity Shares of face value of ₹ 10 each for cash at a price of ₹ [●] per Equity Share aggregating ₹ [●] lakhs

The Issue would constitute 27.40% of the Post-Issue paid up equity share capital of our Company. For further details, see “The Issue” and “Issue Structure” on pages 50 and 235, respectively.

### E. Object of the Issue

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

#### The Offer for Sale

The Selling Shareholder proposes to sell upto 15,00,000 Equity Shares held by him, aggregating up to ₹ [●] lakhs. Our Company will not receive any proceeds of the Offer for Sale by the Selling Shareholder.

#### Utilisation of Net Issue Proceeds:

We intend to utilise the Net Proceeds of the Fresh Issue (“Net Proceeds”) of ₹ [●] lakhs for financing the objects as set forth below:

(₹ in lakhs)

Sr. No.	Particulars	Amount
1.	Funding working capital requirements of our Company	4,200
2.	General Corporate Purposes <sup>(1)</sup>	[•]
<b>Total</b>		[•]

<sup>(1)</sup> To be determined on finalisation of the Issue Price and updated in the Prospectus. The amount utilised for General Corporate Purposes shall not exceed 25% of the Gross Proceeds of the Fresh Issue.

**F. Pre - Issue Shareholding of our Promoters, the members of our Promoter Group and the Selling Shareholder(s) as a percentage of the paid-up share capital of the Company**

Sr. No.	Category of Promoter	Pre- Issue		Post- Issue	
		No. of Equity Shares	Percentage of pre- Issue capital (%)	No. of Equity Shares	Percentage of post- Issue capital (%)*
<b>A. Promoters</b>					
1.	Ratansingh Rathore	84,50,200	57.29%	69,50,200	38.08%
<b>TOTAL (A)</b>		<b>84,50,200</b>	<b>57.29%</b>	<b>69,50,200</b>	<b>38.08%</b>
<b>B. Promoter Group</b>					
2.	Sanjaykunvar Rathore	13,00,100	8.81%	13,00,100	7.12%
3.	Ratansingh Motisingh Rathore HUF	50,000	0.34%	50,000	0.27%
4.	Motisingh Rathore	100	0.00%	100	0.00%
5.	Aditya Financial consultants Private Limited	17,50,050	11.86%	17,50,050	9.59%
6.	Coral Venture Private Limited	25,00,050	16.95%	25,00,050	13.70%
7.	Sradha Vyapar Private Limited	7,00,050	4.75%	7,00,050	3.84%
<b>TOTAL (B)</b>		<b>63,00,350</b>	<b>42.71%</b>	<b>63,00,350</b>	<b>34.52%</b>
<b>TOTAL (A+B)</b>		<b>1,47,50,550</b>	<b>100.00%</b>	<b>1,32,50,550</b>	<b>72.60%</b>

\*subject to the finalization of basis of allotment

**G. Summary of Restated Consolidated Financial Information**

(₹ in lakhs)

Particulars	For the year ended March 31,		
	2022	2021	2020
Share Capital	1,475.06	295.01	295.01
Net Worth	9,373.08	8,180.96	7,227.16
Total Income (Including Other Income)	21,518.95	18,670.45	15,633.41
Profit after tax attributable to the owners of the company	1,192.11	953.81	716.98
Basic and Diluted EPS	8.08	6.47	4.86
Net Asset Value per share (in ₹)	63.54	55.46	49.00
Total Borrowings	4,915.83	6,745.12	7,756.95

**H. Qualification of the Auditors**

The Consolidated Financial Statements as Restated do not contain any qualification requiring adjustments by the Auditors.

**I. Summary of Outstanding Litigation are as follows**

(₹ in lakhs)

Name of Entity	Criminal Proceedings	Tax proceedings	Statutory/Regulatory proceedings	Disciplinary actions by the SEBI or stock Exchanges against our Promoter	Material civil litigations	Aggregate amount involved (to the extent ascertainable)
<b>Company</b>						
By our Company	3	-	-	-	2	2032.59
Against our Company	2	8	-	-	3	582.03
<b>Directors and Promoter</b>						
By our Directors and Promoter	1	1	-	-	6	1278.30
Against our Directors and Promoter	-	-	-	-	-	-
<b>Group Companies</b>						
Litigation involving our Group Companies affecting business operations of our Company	2	-	-	-	1	325.00

For the details of litigation proceedings, please refer the chapter titled “*Outstanding Litigations and Material Developments*” on page no. 203 of this Draft Red Herring Prospectus.

**J. Risk Factors**

Investors should read chapter titled “*Risk Factors*” beginning on page no.24 of this Draft Red Herring Prospectus.

**K. Summary of Contingent Liabilities**

(₹ in lakhs)

Particulars	Year ended March 31, 2022	Year ended March 31, 2021	Year ended March 31, 2020
Bank guarantees towards bids/tenders/authorities/etc	2,260.31	2,220.73	1,350.09
The GST Investigation Wing has blocked the input tax credit	86.87	86.87	86.87

For further information, please see “*Financial Information*” beginning on page no. 156 of this Draft Red Herring Prospectus.

**L. Summary of Related Party Transactions**

A summary statement of the related party transactions and its % impact on our consolidated financial statements is entailed below:

(₹ in lakhs)

Particulars	For the year ended March 31,		
	2022	2021	2020
<b><u>Incomes and Expenses :</u></b>			
Sale of Products	-	-	-
<b>(Sub Total - Incomes Earned)</b>	-	-	-
<b>% of Total Income</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>

Particulars	For the year ended March 31,		
	2022	2021	2020
Remuneration	54.00	30.00	10.80
Salary	10.50	23.35	-
<b>(Sub Total - Expenses )</b>	<b>64.50</b>	<b>53.35</b>	<b>10.80</b>
<b>% of Total Expenses</b>	<b>0.32%</b>	<b>0.31%</b>	<b>0.07%</b>
<b><u>Balances at the end of the year:</u></b>			
Advance given to related parties	-	0.01	67.34
Investment in Associates/Joint Venture	497.82	476.44	429.04
<b>Sub Total (Assets)</b>	<b>497.82</b>	<b>476.45</b>	<b>496.38</b>
<b>% of Total Assets</b>	<b>2.40%</b>	<b>2.28%</b>	<b>2.34%</b>
<b>Borrowings taken from related parties</b>	109.45	410.68	813.77
<b>Sub Total (Liabilities)</b>	<b>109.45</b>	<b>410.68</b>	<b>813.77</b>
<b>% of Total Liabilities</b>	<b>0.53%</b>	<b>1.97%</b>	<b>3.83%</b>

For details of the related party transactions, as per the requirements under Ind-AS see ‘Related Party Disclosures’ issued by the Institute of Chartered Accountants of India and as reported in the Restated Consolidated Financial Statements, see “*Financial Information – Restated Summary Statement Of Related Party Disclosure*” beginning on page no. 176 of this Draft Red Herring Prospectus.

#### M. Financing Arrangements

There have been no financing arrangements whereby our Promoter, 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.

#### N. Weighted Average Price of the Equity Shares of our Company were acquired by our Promoter and Selling Shareholder in the one year preceding the date of this Draft Red Herring Prospectus

No Equity Shares of our Company were acquired by our Promoter and Selling Shareholder in one year preceding to the date this Draft Red Herring Prospectus.

#### O. Average Cost of Acquisition

The average cost of acquisition per Equity Share to our Promoter and Selling Shareholder as at the date of this Draft Red Herring Prospectus is:

Name of the Promoter & Selling Shareholder	Weighted Average Price (₹)
Ratansingh Rathore	1.95*

\*As certified by DGMS & Co., Chartered Accountants vide certificate dated September 22, 2022.

#### Pre-IPO Placement details

Our Company and the Promoter Selling Shareholder, in consultation with the BRLM, is considering a Pre-IPO placement of up to 4,25,000 Equity Shares for an aggregate amount to ₹ [●] lakhs. The Pre-IPO Placement will be at a price to be decided by our Company and the Promoter Selling Shareholder in consultation with the BRLM and the Pre-IPO Placement will be completed prior to filing of the Red Herring Prospectus with the RoC. If the Pre-IPO Placement is undertaken, the number of Equity Shares issued pursuant to the Pre-IPO Placement will be reduced from the Fresh Issue, subject to the minimum Issue Size constituting at least 25% of the Post-Issue paid-up Equity Share capital of our Company.

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

No Equity Shares have been issued by our Company for consideration other than cash in the one year preceding the date of this Draft Red Herring Prospectus

**Q. Split / Consolidation of Equity Shares in the last one year**

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

**R. Exemption from complying with any provisions of securities laws, if any, granted by SEBI**

Our Company has not applied to SEBI for any exemption from complying with any provisions of the securities Laws

### SECTION III- RISK FACTORS

*An investment in Equity Shares involves a high degree of financial risk. You should carefully consider all information in this Draft Red Herring Prospectus, including the risks described below, before making an investment in our Equity Shares. The risk factors set forth below do not purport to be complete or comprehensive in terms of all the risk factors that may arise in connection with our business or any decision to purchase, own or dispose off the Equity Shares. This section addresses general risks associated with the industry in which we operate and specific risks associated with our Company. Any of the following risks, as well as the other risks and uncertainties discussed in this Draft Red Herring Prospectus, could have a material adverse effect on our business and could cause the trading price of our Equity Shares to decline and you may lose all or part of your investment.*

*This Draft Red Herring Prospectus also contains forward-looking statements that involve risks and uncertainties. We have described the risks and uncertainties that our management believes are material, but these risks and uncertainties may not be the only ones we face. Additional risks and uncertainties, including those we are not aware of or deem immaterial, may also result in decreased revenues, increased expenses or other events that could result in a decline in the value of our Equity Shares. In making an investment decision, prospective investors must rely on their own examination of our Company and the Issue, including the merits and risks involved. Unless specified or quantified in the relevant risk factors below, we are not in a position to quantify the financial or other implications of any of the risks described in this section. Investors are advised to read the risk factors carefully before taking an investment decision in this Issue. Investors should not invest in this Issue unless they are prepared to accept the risk of losing all or part of their investment, and they should consult their tax, financial and legal advisors about the particular consequences to you of an investment in the Equity Shares.*

*To obtain a better understanding of our business, you should read this section in conjunction with other chapters of this Draft Red Herring Prospectus, including the chapters titled “Our Business”, “Management’s Discussion and Analysis of Financial Condition and Results of Operations”, “Industry Overview” and “Financial Information” on page nos. 102, 189, 085 and 156 respectively of this Draft Red Herring Prospectus, together with all other financial information contained in this Draft Red Herring Prospectus. 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.*

*Unless otherwise stated, the financial data in this chapter is derived from our Restated Consolidated Financial Statements for the Year ended on March 31, 2022, March 31, 2021 and March 31, 2020 as included in “Financial Information” on page no. 156 of this Draft Red Herring Prospectus.*

- 1. We require certain approvals and licenses in the ordinary course of business and are required to comply with certain rules and regulations to operate our business, and the failure to obtain, retain and renew such approvals and licences in timely manner or comply with such rules and regulations or at all may adversely affect our operations.***

We require several statutory and regulatory permits, licenses and approvals to operate our business. Many of these approvals are granted for fixed periods of time and need renewal from time to time. Non-renewal of the said permits and licenses would adversely affect our operations, thereby having a material adverse effect on our business, results of operations and financial condition. There can be no assurance that the relevant authorities will issue any of such permits or approvals in the time-frame anticipated by us or at all.

Further, some of our permits, licenses and approvals are subject to several conditions and we cannot provide any assurance that we will be able to continuously meet such conditions or be able to prove compliance with such conditions to the statutory authorities, which may lead to the cancellation, revocation or suspension of relevant permits, licenses or approvals. Any failure by us to apply in time, to renew, maintain or obtain the required permits, licenses or approvals, or revoke the cancellation or suspension of any of the permits, licenses or approvals may result in the interruption of our operations and may have a material adverse effect on the business. For further details, please see chapters titled “Key Industry Regulations and Policies” and “Government and Other Key Approvals” at pages 119 and 215 respectively of this Draft Red Herring Prospectus.

- 2. Our Company, our Promoter/Director and our Group Companies are parties to certain legal proceedings. Any adverse decision in such proceedings may have a material adverse effect on our business, results of operations and financial condition.***

Our Company, our Promoter/Director and our Group Companies are parties to certain legal proceedings. These legal proceedings are pending at different levels of adjudication before various courts, tribunals and forums. Mentioned below

are the details of the proceedings involving our Company, our Promoter/Director, and our Group Companies as on the date of this Draft Red Herring Prospectus along with the amount involved, to the extent quantifiable, based on the materiality policy for litigations, as approved by the Company in its Board meeting held on September 23, 2022.

(₹ in lakhs)

Name of Entity	Criminal Proceedings	Tax proceedings	Statutory/Regulatory proceedings	Disciplinary actions by the SEBI or stock Exchanges against our Promoter	Material civil litigations	Aggregate amount involved(to the extent ascertainable)
<b>Company</b>						
By our Company	3	-	-	-	2	1007.76
Against our Company	2	8	-	-	3	582.03
<b>Directors and Promoter</b>						
By our Directors and Promoter	1	1	-	-	7	332.53
Against our Directors and Promoter	-	-	-	-	-	-
<b>Group Companies</b>						
Litigation involving our Group Companies affecting business operations of our Company	2	-	-	-	1	325.00

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

3. *The income-tax authorities have conducted searches at the premises of our Company and our Promoter/Director. Any adverse outcome of the searches would have an adverse effect on the operations and reputation of our Company, which in turn could have an adverse impact on our business, financial condition and results of operations.*

On February 25, 2022, income-tax authorities have conducted searches at the premises of the Company at Borivali and the premises of our Promoter/Director namely Ratansingh Motisingh Rathore at Borivali under Section 132 of the Income Tax Act, 1961. No while further proceedings have been initiated against our Company and/or the Promoter/Director in this regard by the income-tax authorities, we cannot assure you that such proceeding, if initiated, will not result in a demand or imposition of penalty or prosecution in future. Adverse action, if any, taken by the income-tax authorities against our Company and/or our Promoter/Director arising from such searches, may have an adverse effect on the operations and reputation of our Company and could have an adverse impact on our ability to conduct our business, our financial condition and our results of operations. For further details, please refer to page no. 203 of this Draft Red Herring Prospectus under the chapter titled “*Outstanding Litigation and Other Material Developments*”.

4. *Most agreements that we have entered into in connection with our business contain a penalty or liquidated damage clause for delay in the completion of a project that takes effect should the completion of a project be delayed.*

Our projects are typically subject to a completion schedule. We are also required to provide performance guarantees to customers to complete projects on schedule. Any failures to adhere to a contractually agreed schedule for reasons other than the agreed force majeure events could result in our being required to pay liquidated damages, which would usually be a certain percentage of the total project cost, or lead to forfeiture of security deposits or invocation of performance guarantees. We have in the past not been able to complete some of our projects within the schedule specified, which may lead to some of our clients invoking our performance guarantees or withholding amounts owed to us/ however we have not paid any material penalty. Any future failures to complete projects on schedule could have a material adverse effect on our results of operations and financial condition. Delays in the completion of projects could also increase our working capital requirements and cause damage to our reputation, which could in turn adversely affect our ability to pre-qualify for projects.

- 5. *A significant portion of our revenue is generated from business transactions with government entities or agencies. Any change in the governments in the markets in which we operate, change in policies and/or our inability to recover payments therefrom in a timely manner or at all, would adversely affect our operations and revenues which in turn would adversely affect our profitability.***

Over 95% of our projects are works related to tenders floated by government / semi government agencies. Our revenue from operations for last fiscal year had over 78% of our income come directly from government / semi-government agencies and the majority of the remaining 22% earned from private players was also in-turn earned from doing sub-contract work for these players for government / semi government projects. Hence our business is highly dependent on working with government entities or agencies. There may be delays associated with collection of receivables from government owned or controlled agencies. Our operations involve significant working capital requirements and delayed collection of our receivables could materially and adversely affect our liquidity, internal cash flows, cost of funding and results of operations. In addition, we may be subject to additional regulatory or other scrutiny associated with commercial transactions with government owned or controlled entities and agencies.

In addition to the above, the contracts with Government entities may be subject to extensive internal processes, policy changes, Government or external budgetary allocation and insufficiency of funds, which may lead to lower contracts available for bidding or increase in the time gap invitation for bids and award of the contract. As long as Government entities are responsible for awarding contracts to us and are a critical party to the development and ongoing operations of our projects, our business is directly and significantly dependent on projects awarded by them. With reference to projects where our bids have been successful, there may be delays in award of the projects and/or notification of appointed dates, which may result in us having to retain resources which remain unallocated, thereby adversely affecting our financial condition and results of operations. Any adverse change in policies by government leading to reduction in capital investment could affect us adversely. Further, if there is any change in the government or in governmental policies that results in a slowdown in infrastructure projects, our business, financial condition and results of operations may be adversely affected.

- 6. *Bidding for a tender involves various management activities such as detailed project study, cost estimations. Inability to accurately measure the cost may lead to bid amount having margin lower than hurdle rate margin i.e. the expected rate of return.***

For every project, Notice for Invitation of Tender is issued which requests interested infrastructure companies/ contractors/ participants to bid. To evaluate a project tender, we undertake various management discussions, project feasibility study, site study, cost estimations, raw material and equipment suppliers among others which aids us to calculate the estimated cost of the project on which we add-on our margin, which varies from project to project, the result of which is the tender amount which we bid for any particular project.

Accordingly, all of the bid amounts are based on estimation of the project cost, the fluctuation of which, either marginally or substantially, may impact our margins adversely. Further, we may incorrectly or inadequately estimate the project cost leading to lower bid amount affecting our profitability, in case the project is awarded to us. Excess estimation of costs may lead to higher bid amount by us owing to which, we may not be awarded a contract which may substantially impact our results of operations and financials. Further, as most of the projects are spread over a longer period of time, cost escalations in our industry is a frequent issue, although most of the agreements includes clauses relating to cost escalations, any fluctuations in costs or raw material availability or any other unanticipated costs will substantially impact the business operations, cash flows and financial conditions.

- 7. *Our Order Book may not be representative of our future results and our actual income may be significantly less than the estimates reflected in our Order Book, which could adversely affect our results of operations.***

Our Order Book does not necessarily indicate future earnings related to the performance of that work. Our Order Book refers to expected future revenues under signed contracts or contracts where letters of intent have been received. Order Book projects represent only business that is considered firm, although deferments, withdrawals, cancellations or unanticipated variations or scope or schedule adjustments may occur. Due to changes in project scope and schedule, we cannot predict with certainty when or if our OrderBook will be performed. In addition, even where a project proceeds as scheduled, it is possible that contracting parties may default and fail to pay amounts owed. We cannot guarantee that the income anticipated in our Order Book will be realized, or, if realized, will be realized on time or result in profits. Any project cancellations or scope adjustments, which may occur from time to time, could reduce the amount of our Order Book and the income and profits that we ultimately earn from the contracts. Any delay, cancellation or payment default could have a material adverse effect on our business, results of operation and financial condition.

- 8. *Our on-going projects are exposed to various implementation risks & uncertainties and may be delayed, modified or cancelled for reasons beyond our control which may materially and adversely affect our business, prospects, reputation, profitability, financial condition and results of operation.***

Our order book sets forth our expected revenues from uncompleted portions of the construction contracts received. However, project delays, modifications in the scope or cancellations may occur from time to time due to either a client's or our default, incidents of force majeure or legal impediments. For example, in some of our projects, we or our clients are obliged to take certain actions, such as acquiring land, securing right of way, clearing forests, securing required licenses, authorizations or permits, making advance payments or opening of letters of credit or moving existing utilities, which may be delayed due to our client's non-performance, our own breaches or force majeure factors. We may incur significant additional costs due to project delays and our counterparties may seek liquidated damages due to our failure to complete the required milestones or even terminate the contract totally or refuse to grant us any extension. The schedule of completion may need to be reset and we may not be able to recognize revenue if the required percentage of completion is not achieved in the specified timeframe. We may not have the full protection in our contracts / sub-contracts against such delays or associated liabilities and/or additional costs. Further, we have escalation clauses in some of our contracts, which, may be interpreted restrictively by our counterparties, who may dispute our claims for additional costs. As a result, our future earnings may be different from the amount in the order book.

- 9. *Substantial portion of our revenues has been dependent upon our few clients. The loss of any one or more of our major clients would have a material adverse effect on our business operations and profitability.***

For the financial year ended March 31, 2022 and financial year ended March 31, 2021, our top ten (10) largest clients accounted for approximately 62% and 75% of our revenues from operations, respectively. The loss of a significant client or clients would have a material adverse effect on our financial results. We cannot assure you that we can maintain the historical levels of business from these clients or that we will be able to replace these clients in case we lose any of them. Furthermore, major events affecting our clients, such as bankruptcy, change of management, mergers and acquisitions could adversely impact our business. If any of our major clients becomes bankrupt or insolvent, we may lose some or all of our business from that client and our receivable from that client would increase and may have to be written off, adversely impacting our income and financial condition.

- 10. *Projects sub-contracted or undertaken through a joint venture may be delayed on account of the performance of the joint venture partner, principal or sub-contractor, resulting in delayed payments.***

We typically sub-contract specific construction and development works on of our projects and we may be engaged as a sub-contractor for specific works on third party projects. When we act as a sub-contractor, payment on such projects may depend upon the performance of our principal contractor and when we sub-contract, payments may depend on the subcontractor's performance. A completion delay on the part of a principal or subcontractor, for any reason, could result in delayed payments to us. In addition, when our Company sub-contracts, we may be liable to the client due to failure on the part of a sub-contractor to maintain the required performance standards or insufficiency of a sub-contractor's performance guarantees. We also enter into joint ventures to take on projects. In those instances, the completion of the contract for our client depends in part on the performance of our joint venture partners. If the joint venture partner fails to complete its work on time, it could result in delayed payments or in breach of our contract. In such cases, we may be required to pay penalties and liquidated damages, or the client may invoke our performance bond. Further, the liability of joint venture partners is joint and several. Therefore, we would be liable for the completion of the entire project if a joint venture partner were to default on its duty to perform. Failure to effectively protect ourselves against risks for any of these reasons could expose us to substantial costs and potentially lead to material losses, which could adversely affect our business, results of operations and financial condition.

**11. *The industry in which we operate is capital intensive in nature, and involve relatively long gestation periods. We require substantial financing for our business operations and the failure to obtain additional financing on terms commercially acceptable to us may adversely affect our ability to grow and our future profitability.***

Projects in the sector in which we operate typically are capital intensive, involve relatively long gestation periods, and require us to obtain financing through various means. Whether we can obtain such financing on acceptable terms which is dependent on numerous factors, including general economic and capital market conditions, credit availability from banks, investors' confidence, our levels of existing indebtedness and other factors beyond our control as well as on the timely completion of our projects.

The actual amount and timing of our future capital requirements may differ from estimates as a result of, among other things, unforeseen delays or cost overruns, changes in business plans due to prevailing economic conditions, unanticipated expenses and regulatory changes. To the extent our planned expenditure requirements exceed our available resources, we will be required to seek additional debt or equity financing. Additional debt financing could increase our interest costs and require us to comply with additional restrictive covenants in our financing agreements. Additional equity financing could dilute our earnings per Equity Share and your interest in the Company, and could adversely impact our Equity Share price.

Our ability to obtain additional financing on favourable terms, if at all, will depend on a number of factors, including our future financial condition, results of operations and cash flows, the amount and terms of our existing indebtedness, general market conditions and market conditions for financing activities and the economic, political and other conditions in the markets where we operate.

We cannot assure you that we will be able to raise additional financing on acceptable terms in a timely manner or at all. Our failure to renew arrangements for existing funding or to obtain additional financing on acceptable terms and in a timely manner could adversely impact our planned capital expenditure, our business, results of operations and financial condition.

**12. *Our profitability and results of operations may be adversely affected in the event of any disruption in the supply of raw materials or increase in the price of raw materials, fuel costs, labour or other inputs.***

The timely and cost effective execution of our projects is dependent on the adequate and timely supply of key raw materials, such as Bituminous Concrete, Crushed Sand, Dense Bituminous, Emulsions Cement, Iron and Steel, etc. The raw material consumption contribution is approximately 23%, 24%, and 28% of our revenue from operations for the fiscals 2022, 2021, 2020 respectively on a consolidated basis. We typically do not enter into any long-term contracts for the purchase of raw materials with our suppliers. We cannot assure you that we will be able to procure adequate supplies of raw materials in the future, as and when we need them on commercially acceptable terms. Additionally, we typically use third-party transportation providers for the supply of most of our raw materials. Transportation strikes could have an adverse effect on our receipt of supplies. If we are unable to procure the requisite quantities of raw materials in time and at commercially acceptable prices, the performance of our business and results of operations may be adversely affected.

Further, the cost of raw materials, fuel for operating our construction and other equipments, labour and other inputs constitute a significant part of our operating expenses. The prices and supply of raw materials depend upon factors that are beyond our control, including but not limited to general economic conditions, transportation costs, market prices, competition, import duties, and these prices are cyclical in nature. Our ability to pass on increases in the purchase price of raw materials, fuel and other inputs may be limited in the case of contracts with limited price escalation provisions. Depending on the size of a project, these variations from estimated contract performance could have a significant effect on our profitability, financial condition and results of operations.

**13. *Trade Receivables and Inventories form a substantial part of our current assets and net worth. Failure to manage the same could have an adverse effect on our net sales, profitability, cash flow and liquidity.***

Our business is working capital intensive and hence, Trade Receivables and Inventories form substantial part of our current assets and net worth. For the fiscal years 2022, 2021 and 2020, the trade receivable and inventories on an aggregate basis represent approximately 43%, 48% and 47% of total assets respectively.

The results of operations of our business and our overall financial condition are hence dependent on our ability to effectively manage our inventory and trade receivables. We generally procure raw materials on the basis of management

estimates based on past requirements and future estimates. To effectively manage our supplies inventory, we must be able to accurately estimate customer demand, project requirements, project timelines & supply requirements and purchase new inventory accordingly. However, if our management misjudges expected project timelines and customer demand, it could cause either a shortage of construction materials or an accumulation of excess inventory. Further, if we fail to finish any project within the given timelines, we may be required to carry work-in-progress inventory on our books and pay for fresh supplies on other projects without receiving payment for earlier projects, requiring to create additional vendor financing, all of which could have an adverse impact on our income and cash flows.

To effectively manage our trade receivables, we must be able to accurately evaluate the credit worthiness of our customers, contractors / employers and ensure that suitable terms and conditions are given to them in order to ensure our continued relationship with them. However, if our management fails to accurately evaluate the credit worthiness of our customers, it may lead to bad debts, delays in recoveries and / or write-offs which could lead to a liquidity crunch, thereby adversely affecting our business and results of operations. A liquidity crunch may also result in increased working capital borrowings and, consequently, higher finance cost which will adversely impact our profitability.

**14. *We have a substantial amount of outstanding indebtedness, which requires significant cash flows to service and limits our ability to operate freely.***

As on March 31, 2022, March 31, 2021 and March 2020, the outstanding amount of our total borrowings was ₹ 4,915.83 lakhs ₹ 6,745.12 lakhs and ₹ 7,756.95 lakhs respectively. Our ability to meet our debt service obligations and repay our outstanding borrowings will depend primarily on the cash generated by our business. Increasing level of our indebtedness also has important consequences to us such as:

- increasing our vulnerability to general adverse economic, industry and competitive conditions;
- limiting our flexibility in planning for, or reacting to, changes in our business and the industry;
- Affecting our credit rating;
- limiting our ability to borrow additional funds; and
- Increasing our interest expenditure and adversely affecting our profitability, since some of our debt bears interest at floating rates.

We cannot assure you that we will generate sufficient cash to service existing or proposed borrowings or fund other liquidity needs, which could have an adverse effect on our business, results of operation, cash flows and financial condition.

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

Our business requires a significant amount of working capital. Most of our EPC contracts provide for progress payments from clients with reference to the value of work completed upon reaching certain milestones. Generally, in our construction projects and infrastructure businesses, the client, or a third party authorized under the contract, usually make payments against invoices raised upon mutual agreement. The client then effects payments with reference to these invoices generally within 30 days depending on terms of the Project. As a result, significant amounts of our working capital are often required to finance the purchase of materials and the performance of engineering, construction and other work on projects before payment is received from clients. Delays in progress payments or release of retention money or guarantees may increase our working capital needs. If a client defaults in making its payments on a project to which we have devoted significant resources, it could also affect our profitability and liquidity and decrease the capital resources that are otherwise available for other uses. We may file a claim for compensation of the loss that we incurred pursuant to our contracts but settlement of disputes generally takes time and financial and other resources, and the outcome is often uncertain. In general, we make provisions for bad debts, including those arising from progress payments or release of retention money, based primarily on ageing and other factors such as special circumstances relating to specific clients. There can be no assurance that the progress payments and the retention money will be remitted by our clients to us on a timely basis or that we will be able to efficiently manage the level of bad debt arising from such payment practice. All of these factors may result, or have resulted, in increases in the amount of our receivables and short-term borrowings. Continued increases in working capital requirements may have an adverse effect on our financial condition and results of operations.

**16. *We cannot assure you that the construction of our projects will be free from any and all defects.***

We cannot assure you that we will always finish the construction or development of our projects in accordance with the requisite specifications or that the construction of our projects will be free from any and all defects. If the work is

unsatisfactory, the work has to be redone as per the instructions of site in charge without any extra cost. In the event of discovery of defects/faults in our work, or due to damages to our construction due to factors beyond our control, or any of the other reasons, we may incur significant contractual liabilities and losses under our projects contracts and such losses may materially and adversely affect our financial performance and results of operations.

Further, it may result in cancellation of projects by clients and/ or refund of any advance deposited with us by any customer, dissatisfaction among our customers, resulting in negative publicity, consumer litigation and lack of confidence among clients and all these factors could adversely affect our business, financial condition and results of operations.

**17. *We own a substantial fleet of equipment, resulting in increased fixed costs to our Company. In the event we are not able to generate adequate cash flows it may have a material adverse impact on our operations.***

We own a large fleet of modern construction equipments, resulting in increased fixed costs of our Company. In the event, we are unable to generate or maintain adequate revenue by successfully bidding for projects or obtain sub-contracts or recover payments from our clients in a timely manner or at all, it could have a material adverse effect on our financial conditions and operations. If our Company does not receive future contract awards or if these awards are delayed, the company could incur significant costs. In case, we do not get the desired number of contracts, our fleet of machines will be under-utilised and we may not be able to keep them in good working condition or we may not be able to manage the up-keep expenses of these equipments. For further details regarding plant and machinery owned by our Company, please refer the chapter “Our Business” on page no. 102 of this Draft Red Herring Prospectus.

**18. *We rely on effective and efficient project management. Any adverse change in our project management procedures could affect our ability to complete projects on a timely basis or at all, which may cause us to incur liquidated damages for time overruns pursuant to our contracts.***

Our project-based businesses depend on the proper and timely management of our projects. Although we focus on project management in a number of ways, including by appointing project managers at our sites and by obtaining progress reports periodically, ineffective or inefficient project management could increase our costs and expenses and thus, materially and adversely affect our profitability.

We typically enter into contracts which provide for liquidated damages for time overruns. Additionally, in some contracts, in case of delay, our clients may have the right to appoint a third party to complete the work and to deduct additional costs or charges incurred for completion of the work from the contract price payable to us. In case we are unable to meet the performance criteria as prescribed by the clients and if penalties or liquidated damages are levied, our financial condition and results of operations could be materially and adversely affected.

**19. *Some of our Promoters Group and Group Companies have objects which would allow them to engage in the line of business similar to our Company. There are no non – compete agreements between our Company and such Promoter Group and Group Companies. We cannot assure that our Promoter will not favour the interests of such Companies over our interest or that the said entities will not expand which may increase our competition, which may adversely affect business operations and financial condition of our Company.***

Some of our promoter group entities and group companies have objects which would allow them to engage in the line of business similar to ours. Further, we have not entered into any non-compete agreement with the any of these entities.

As on date none of our promoters group entities or group companies have similar sized orders or projects which are directly competing with our company, however they do undertake sub-contracting works and such similar contracts for themselves and other contractors. Further, the main objects of these companies allow them to engage in competing line of businesses. We cannot assure that our Promoter who has common interest in said entities will not favour the interest of the said entities. As a result, conflicts of interests may arise in allocating business opportunities amongst our Company and our promoter group entities in circumstances where our respective interests conflict. In cases of conflict, our Promoter may favour their companies in which our Promoter has interest. There can be no assurance that our Promoter or our Group Companies or members of the Promoter Group will not compete with our existing business or any future business that we may undertake or that their interests will not conflict with ours. Any such present and future conflicts could have a material adverse effect on our reputation, business, results of operations and financial condition which may adversely affect our profitability and results of operations. For further details, please refer to “Common Pursuits – Our Promoter and Promoter Group” on page no. 154 of this Draft Red Herring Prospectus.

**20. *We enter into various contract / sub-contract agreements with our customers or primary contractors for our construction projects. Such agreements contain conditions and requirements, the non-fulfilment of which could result in delays or inability to implement and complete our projects as contemplated.***

Some of our projects are as sub-contractors while some are as a direct contractor from private players and government authorities. The agreement confers the rights on us to construct and develop the said project either for a fixed fee or on a profit sharing basis. Such project involves following the drawing plans, architecture designs, timelines, material quality, end finishing of the structure, etc to be followed strictly as provided by the principle employer or our customer. Though we are generally empowered to make practical operating decisions for development of the project, we may be required to make certain decisions in consultation with our primary contractors, principle employers, government agencies involved and / or regulatory authorities. These arrangements may limit our flexibility to make certain decisions in relation to the projects. In the event of any delay in the completion of the project within the envisaged time frame, we may be required to indemnify and compensate the employers or contractors with whom we have entered into an agreement with. Any disputes that may arise between us and the parties involved in the agreement may cause delay in completion, suspension or complete abandonment of the projects we undertake. This may have a material adverse effect on our business operations, financial condition and reputation.

**21. *Our business is subject to seasonal fluctuations.***

Our business operations may be affected by seasonal factors which may restrict our ability to carry on activities related to our construction projects and fully utilize our resources. Heavy or sustained rainfalls or other extreme weather conditions such as cyclones could result in delays or disruptions to our operations during the critical periods of our projects and cause severe damages to our premises and equipments. In particular, the monsoon season may restrict our ability to carry on activities related to our projects and fully utilize our resources and may slow our activities on construction projects, which shifts our revenue and accordingly profit recognition to subsequent quarters. Adverse seasonal developments may also require the evacuation of personnel, suspension or curtailment of operations, resulting in damage to construction sites or delays in the delivery of materials. Such fluctuations may adversely affect our revenues, cash flows, results of operations and financial conditions.

**22. *Our government contracts usually contain terms that favour government clients. Our ability to negotiate the standard form of Government contracts may be limited and we may be required to accept unusual or onerous provisions in such contracts, which may affect the efficient execution and profitability of our projects.***

The counterparties to a number of our construction contracts are government entities and these contracts are usually based on standard terms and conditions set out by the government entities. We thus have had only a limited ability to negotiate the terms of these contracts, which tend to favour our government clients and we may be required to accept unusual or onerous provisions in such contracts in order to be engaged to execute such projects. For example, the terms laying out our obligations as well as operation and maintenance specification for our projects are determined by the Government entities and we are not permitted to amend such terms or specifications. Additionally, our projects provide the Government authority with a right to terminate the contract unilaterally without assigning any reason. These onerous conditions in the Government contracts may affect the efficient execution of these projects and may have adverse effects on our profitability.

**23. *Our business is largely concentrated in Maharashtra and may be affected by various factors associated with Maharashtra.***

Our project portfolio has historically been concentrated in projects in and around Maharashtra. Though we have undertaken projects in other parts of India, including Daman, Arunachal Pradesh, Gujarat, Haryana, Jammu & Kashmir, Madhya Pradesh, Odisha, Rajasthan and Uttar Pradesh. This concentration of our business in Maharashtra subjects us to various risks, including but not limited to:

- regional slowdown in construction activities or reduction of infrastructure projects in Maharashtra;
- vulnerability to change of policies, laws and regulations or the political and economic environment of Maharashtra;
- constraint on our ability to diversify across states;
- perception by our potential clients that we are a regional construction company, which hampers us from competing for large and complex projects at the national level; and
- limitation on our ability to cluster projects in the states where we intend to conduct business.

While we strive to diversify across states and reduce our concentration risk, there is no guarantee that the above factors associated with Maharashtra will not continue to have a significant impact on our business. If we are not able to mitigate this concentration risk, we may not be able to develop our business as we planned and our business, financial condition and results of operations could be materially and adversely affected.

**24. *Our Company has availed ₹ 112.04 lakhs as unsecured loan on a consolidated basis which are repayable on demand. Any demand from the lenders for repayment of such unsecured loan may affect our cash flow and financial condition.***

As per the Restated Consolidated Financial Information as on March 31, 2022, our Company has availed a sum of ₹ 112.04 lakhs as unsecured loans which are repayable on demand. Sudden recall may disrupt our operations and also may force us to opt for funding at higher interest rates, resulting in higher financial burden. Further, we will not be able to raise funds at short notice and thus resulting in shortage of working capital fund. For further details, please refer to the section “*Financial Indebtedness*” beginning on page no. 201 of this Draft Red Herring Prospectus. Any demand for the repayment of such unsecured loans, may adversely affect our cash flow and financial condition.

**25. *Our Promoter and members of Promoter Group have mortgaged their personal properties and provided personal guarantees for our borrowings to secure our loans. Our business, financial condition, results of operations, cash flows and prospects may be adversely affected by the revocation of all or any of the personal guarantees provided by our Promoter and members of Promoter Group in connection with our Company’s borrowings.***

Our Promoter and Managing Director, and our Promoter Group have mortgaged their personal properties and provided personal guarantees for our borrowings to secure our loans. *For further details of the collateral securities offered to our secured lenders, please refer “Financial Indebtedness” on page 1201 of this Draft Red Herring Prospectus.* If any of these guarantees are revoked, our lenders may require alternative guarantees or collateral or cancellation of such facilities, entailing repayment of amounts outstanding under such facilities. If we are unable to procure alternative guarantees satisfactory to our lenders, we may need to seek alternative sources of capital, which may not be available to us at commercially reasonable terms or at all, or to agree to more onerous terms under our financing agreements, which may limit our operational flexibility. Accordingly, our business, financial condition, results of operations, cash flows and prospects may be adversely affected by the revocation of all or any of the personal guarantees provided by our Promoter and Promoter Group in connection with our Company’s borrowings.

**26. *In addition to normal remuneration, other benefits and reimbursement of expenses of some of our Directors (including our Promoter) and Key Management Personnel are interested in our Company to the extent of their shareholding and dividend entitlement in our Company.***

Some of our Directors (including our Promoter) and Key Management Personnel are interested in our Company to the extent of their shareholding, loan, commission & dividend entitlement in our Company, in addition to normal remuneration or benefits and reimbursement of expenses. We cannot assure you that our Directors or our Key Management Personnel would always exercise their rights as Shareholders to the benefit and best interest of our Company. As a result, our Directors including our promoters will continue to exercise significant control over our Company, including being able to control the composition of our board of directors and determine decisions requiring simple or special majority voting, and our other Shareholders may be unable to affect the outcome of such voting. Our Directors may take or block actions with respect to our business, which may conflict with our best interests or the interests of other minority Shareholders, such as actions with respect to future capital raising or acquisitions. We cannot assure you that our Directors will always act to resolve any conflicts of interest in our favor, thereby adversely affecting our business and results of operations and prospects.

**27. *Some of our borrowings carry restrictive covenants or conditions and could affect our ability to manage our business operations.***

Our borrowings from banks have certain conditions which could affect our operational flexibilities such as:

- The company would have to obtain prior permission of bank for availing credit facilities or operating current account with another bank.
- The company would have to take prior permission for making any adverse changes in its capital structure.
- Implement any scheme of amalgamation, merger or such restructuring.
- Implement any scheme of expansion or diversification or capital expenditure except normal activities indicated in fund flow statements submitted to bank.
- Undertake guarantee obligations on behalf of any other company/firm or person.

- Declare dividend for any year except out of profit relating to that year after meeting all the financial commitments to the bank and making all due and necessary provisions.
- Make any drastic changes in its management set ups.

Our inability to meet these conditions or ensure that compliance of these conditions do not hamper the operational flexibility needed from time to time could materially adversely affect our results of operations and financial conditions.

**28. *Any variation in the utilisation of the Net Proceeds of the Fresh Issue as disclosed in this Draft Red Herring Prospectus shall be subject to certain compliance requirements, including prior Shareholders' approval.***

We propose to utilize the Net Proceeds to meet additional working capital requirements. For further details of the proposed objects of the Issue, please refer "*Objects of the Issue*" on page no. 73 of this Draft Red Herring Prospectus. In accordance with Section 27 of the Companies Act, 2013, we cannot undertake any variation in the utilization of the Net Proceeds from the Fresh Issue as disclosed in this Draft Red Herring Prospectus without obtaining the shareholders' approval through a special resolution. In the event of any such circumstances that requires us to undertake variation in the disclosed utilisation of the Net Proceeds, we may not be able to obtain the Shareholders' approval in a timely manner, or at all. Any delay or inability in obtaining such Shareholders' approval may adversely affect our business or operations. Further, our Promoter or controlling shareholders would be required to provide an exit opportunity to the shareholders who do not agree with our proposal to modify the objects of the Issue as prescribed in the SEBI (ICDR) Regulations. If our shareholders exercise such exit option, our business and financial condition could be adversely affected. Therefore, we may not be able to undertake variation of objects of the Issue to use any unutilized proceeds of the Fresh Issue, if any, even if such variation is in the interest of our Company, which may restrict our ability to respond to any change in our business or financial condition, and may adversely affect our business and results of operations.

**29. *Obsolescence, destruction, theft, breakdowns of our major plants or equipment or failures to repair or maintain the same may adversely affect our business, cash flows, financial condition and results of operations.***

We own a large number of equipment and machinery used in our operations. To maintain our capability to undertake projects, we may have to purchase machines and equipment built with the latest technologies and knowhow and keep them readily available for our construction activities through careful and comprehensive repairs and maintenance. We cannot assure you that we will be immune from the associated operational risks such as the obsolescence of our plants or equipment, destruction, theft or major equipment breakdowns or failures to repair our major plants or equipment, which may result in their unavailability, project delays, cost overruns and even defaults under our construction contracts. The latest technologies used in newer models of construction equipment may improve productivity significantly and render our older equipment obsolete.

Obsolescence, destruction, theft or breakdowns of our major plants or equipment may significantly increase our equipment purchase cost and the depreciation of our plants and equipment, as well as change the way our management estimates the useful life of our plants and equipment. In such cases, we may not be able to acquire new plants or equipment or repair the damaged plants or equipment in time or at all, particularly where our plants or equipment are not readily available from the market or requires services from original equipment manufacturers. Some of our major equipment or parts may be costly to replace or repair. We may experience significant price increases due to supply shortages, inflation, transportation difficulties or unavailability of bulk discounts. Such obsolescence, destruction, theft, breakdowns, repair or maintenance failures or price increases may not be adequately covered by the insurance policies availed by our Company and may have an adverse effect on our business, cash flows, financial condition and results of operations.

**30. *The completion of our projects can be delayed on account of our dependency on our contracted labour force. Also, our results of operations could be adversely affected by strikes, work stoppages or increased wage demands by our employees or other disputes with our employees or our contractors' employees.***

Our projects require the services of third parties including architects, engineers, contractors and suppliers of labour and materials. The contractual construction work of our projects is performed by labour provided by third party labour contractors. The timely and quality construction of our projects depends on availability and skill of such labourers, as well as contingencies affecting them, including labour shortages. Though in many projects which we undertake as sub-contractors the supply of contract labour is the responsibility of the primary contractor, our operations and timelines may be affected by any shortage, delay or incompetence of the contract labour force. Further, since in many cases, we do not directly hire the contract labour, we may face issues with authority and the ability to direct such labourers for a particular work, over time or change in any work schedule. Further, even though, so far there has not been any such

material delay in the completion of our projects due to our dependence on contracted labour force; we may, in the future, not be able to identify appropriately experienced third parties and cannot assure you that skilled third parties will continue to be available at reasonable rate and in area in which we undertake our present and future projects. As a result we may be required to make additional investments or provide additional services to ensure adequate performance and delivery of contracted services. Any consequent delay in project execution could adversely affect our profitability. Further we cannot assure you that the services rendered by these contractors will be satisfactory or match our requirements for quality.

Additionally none of our employees are affiliated with any labour unions. However, there can be no assurance that our employees will not form a union, join any existing union or otherwise organize themselves. India has stringent labour legislations that protect the interests of workers, including legislation that sets forth detailed procedures for the establishment of unions, dispute resolution and employee removal and legislation that imposes certain financial obligations on employers upon retrenchment. Although, we currently have harmonious relations with our employees and they are not unionized at present, there can be no assurance that we will continue to have such relations. If our relations with our employees are strained, it may become difficult for us to maintain our existing labour policies, and our business may be adversely affected.

**31. *Some of our agreements may have certain irregularities***

Some of our agreements and Memorandum of Understandings (MoU) with clients etc. may have certain irregularities such as inadequate stamping, wrong date and/or non-registration of deeds and agreements and improper execution of deeds. Inadequate stamping, mismatch of date of agreement and stamp and non-registration of documents affects the admissibility of these documents as evidence in legal proceedings, and we, as parties to that agreement, may not be able to legally enforce the same, except after paying a penalty for inadequate stamping, non-registration, etc. In the event of any dispute arising out of such unstamped, wrongly dated or inadequately stamped and/or unregistered agreements, we may not be able to effectively enforce our rights arising out of such agreements which may have a material and adverse impact on the business of our Company.

**32. *If we are not successful in managing our growth, our business may be disrupted and our profitability may be reduced.***

We have experienced a steady growth in recent years and expect our businesses to continue to grow significantly. Our future growth is subject to risks arising from a rapid increase in order volume, and inability to retain and recruit skilled staff. Although, we plan to continue to expand our scale of operations through organic growth or investments in other entities, we may not grow at a rate comparable to our growth rate in the past, either in terms of income or profit or work quality. Our future growth may place significant demands on our management and operations and require us to continuously evolve and improve our financial, operational and other internal controls within our Company. In particular, continued expansion may pose challenges in:

- maintaining high levels of project control and management, and client satisfaction;
- recruiting, training and retaining sufficient skilled management, technical and bidding personnel;
- developing and improving our internal administrative infrastructure, particularly our financial, operational, communications, internal control and other internal systems;
- making accurate assessments of the resources we will require;
- adhering to the standards of health, safety and environment and quality and process execution to meet clients' expectations;
- operating in jurisdictions and business segments where we have limited experience;
- preserving a uniform culture, values and work environment;
- strengthening internal control and ensuring compliance with legal and contractual obligations;
- managing relationships with clients, suppliers, contractors, investors, lenders and service providers; and
- supporting infrastructure such as IT and HR management systems.

If we are not successful in managing our growth, our business may be disrupted and profitability may be reduced. Our business, prospects, financial condition and results of operations may be adversely affected.

**33. *We have availed of certain loans from Banks and Financial Institutions, pursuant to the Financing Agreements that we have entered into with them. Pursuant to the terms of such agreements, we require consents from the respective Bankers / Lenders for a number of corporate actions, including for undertaking this Issue, which have not been obtained as on date. Any failure to obtain such consents may result in a default under the terms of the Financing Agreements.***

Pursuant to the Financing Agreements entered into by us with the Bankers / lenders, we are required to obtain consents from the respective Bankers / lenders to undertake certain actions, including this Issue and for completion of the requirements pertaining to this Issue. Though, we have informed both our bankers / lenders vide written applications of our intention to undertake this Issue, we have not obtained consents from them for undertaking this Issue, and the same is awaited.

While our Company intends to obtain all the necessary consents in relation to this Issue prior to the filing of the Prospectus with the RoC, undertaking this Issue without obtaining the banker's / lender's consents, or in contravention of any conditions contained in such contents, may constitute a breach of the Financing Agreements. Any default under the Financing Agreements may enable the banks / lenders to cancel any outstanding commitments, accelerate the repayment and enforce their security interests. If our obligations under the Financing Agreements are accelerated, our financial condition and operations could materially and adversely be affected.

**34. *Our Company has reported certain negative cash flows from its financing activity and investing activity, details of which are given below. Sustained negative cash flow could impact our growth and business***

Our Company had reported certain negative cash flows from our financing activities in previous years as per the restated financial statements and the same are summarised as under:

(₹ in lakhs)

Particulars	For the year ended		
	2022	2021	2020
Cash flow from Operating Activities	3,113.07	2,031.43	954.01
Cash flow from Investing Activities	(492.43)	182.02	(504.16)
Cash flow from Financing Activities	(1,898.19)	(2,337.52)	(425.27)

Cash flow of a company is a key indicator to show the extent of cash generated from operations to meet capital expenditure, pay dividends, repay loans and make new investments without raising finance from external resources. If our Company is not able to generate sufficient cash flows, it may adversely affect our business and financial operations.

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

Our Promoters average cost of acquisition of Equity Shares in our Company could be lower than the Floor Price of the Price Band as may be decided by the Company in consultation with the Book Running Lead Manager. For further details regarding average cost of acquisition of Equity Shares by our Promoters in our Company and build-up of Equity Shares by our Promoters in our Company, please refer chapter titled "Capital Structure" beginning on page 62 of this Draft Red Herring Prospectus.

**36. *Our success depends largely on our senior management and skilled professionals and our ability to attract and retain them.***

Our success depends on the continued services and performance of the members of our senior management team and other key employees. Our continued success also depends upon our ability to attract and retain a large group of skilled professionals and staff, particularly project managers, engineers, and skilled workers. The loss of the services of our senior management or our inability to recruit, train or retain a sufficient number of skilled professionals could have a material adverse effect on our operations and profitability. We may lose skilled workers to competing employers who pay higher wages or be forced to increase the wages to be paid to our employees. If we cannot hire or retain enough skilled professionals or unskilled workers, our ability to apply for and execute new projects or to continue to expand our business will be impaired and consequently, our revenues could decline. Any such loss of the services of our senior management personnel or skilled professionals could adversely affect our business, prospects, financial condition and results of operation.

**37. *It is difficult to predict our future performance, or compare our historical performance between periods, as our revenue fluctuates significantly from period to period.***

Our revenue depends on the number of projects we obtain from awarding authority based on the tender filled by us. Our results of operations may vary period to period as in some periods, work may be slow or the client would review after only a certain percent of the work is completed. Depending on our operating results in one or more periods, we may experience cash flow problems, thereby resulting in our business, financial condition and results of operations being adversely affected. Such fluctuations may also adversely affect our ability to fund ongoing and future projects. As a

result of one or more of these factors, we may record significant turnover or profits during one accounting period and significantly lower turnover or profits during prior or subsequent accounting periods.

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

We have entered into related party transactions with our Promoter, Promoter Group, Group Entities and Directors. For details of these transactions, please refer “Annexure V - Related Party Transactions” under section titled “Financial Statements” on page no. 176 of this Draft Red Herring Prospectus.

We cannot assure you that we will be able to maintain the terms of such transactions or in the event that we enter future transactions with related parties, that the terms of the transactions will be favourable to us. Additionally, while it is our belief that all our related party transactions have been conducted on an arm’s-length basis, we cannot provide assurance that we could have achieved more favourable terms had such transactions been entered with third parties. We may also enter related party transactions in the future, which could involve conflicts of interest, although going forward, all related party transactions that we may enter will be subject to audit committee or board or shareholder approval, as applicable, as under the Companies Act, 2013 and the SEBI (LODR) Regulations. As such, we can provide no assurance that these transactions will not adversely affect our business, results of operation, cash flows and financial condition.

**39. *Our Registered office is not owned by us. The same is occupied by us on lease/leave and license basis. Disruption of our rights as licensee / lessee or termination of the agreements with our licensors / lessors would adversely impact our operations and, consequently, our business.***

Our Company’s registered office is situated at B-1 Neela Apartment, Opp. Mandapeshwar Ind. Estate, S.V.P. Road, Borivali (West), Mumbai 400 092. The same is owned by our promoter’s group and our company shares the same with them without any formal rental agreement. We have obtained a signed NOC from the owners allowing us to utilise the same and the same is valid up to cancelled. There can be no assurance that our Company will be able to successfully continue to use this premises . Further there can be no assurance that we will not face any disruption or that we such arrangements may not be terminated prematurely by the owner. Any such non-renewal or early termination or any disruption of our rights may require us to vacate the premises and relocate to a new premises on terms that may not be favourable to us thereby adversely affecting our business, financial conditions and results of operations. For further details on the properties of our Company, please refer to the section “Our Business - Properties” on page no.116 of this Draft Red Herring Prospectus.

**40. *Employee misconduct, errors or fraud could expose us to business risks or losses that could adversely affect our business prospects, results of operations and financial condition.***

Employee misconduct, errors or frauds could expose us to business risks or losses, including regulatory sanctions, penalties and serious harm to our reputation. Such employee misconduct includes breach in security requirements, misappropriation of funds, hiding unauthorized activities, failure to observe our stringent operational standards and processes, and improper use of confidential information. It is not always possible to detect or deter such misconduct, and the precautions we take to prevent and detect such misconduct may not be effective. In addition, losses caused on account of employee misconduct or misappropriation of petty cash expenses and advances may not be recoverable, which we may result in write-off of such amounts and thereby adversely affecting our results of operations. Our employees may also commit errors that could subject us to claims and proceedings for alleged negligence, as well as regulatory actions in which case, our reputation, business prospects, results of operations and financial condition could be adversely affected.

**41. *We have certain contingent liabilities and our cash flows, financial condition and profitability may be adversely affected if any of these contingent liabilities materialise.***

As of March 31, 2022, the following contingent liabilities were not provided for in our Restated Financial Statements:

(₹in lakhs)

Sr. No.	Particulars	As at March 31, 2022
1	Bank guarantees towards bids/tenders/authorities/etc.	2,260.31
2	The GST Investigation Wing has blocked the input tax credit	86.87
	<b>Total</b>	<b>2,347.18</b>

If any of these contingent liabilities materialize, we may have to fulfill our payment obligations, which may have an adverse impact on our cash flows, financial conditions and results of operations. For further details, refer “*Statement of Contingent Liability*” under the chapter “*Financial Statements*” on page no.175 of this Draft Red Herring Prospectus.

**42. *Our operations may be adversely affected in case of industrial accidents at our construction sites.***

Usage of heavy machineries, handling of sharp parts of machinery by labour during construction activities or otherwise etc may result in accidents, which could cause indirect injury to our labourers, employees or other persons on the site and may prove fatal which could also damage our properties thereby affecting our operations. While our Company has obtained Group Accident Policy, Mediclaim Policy and other additional insurance coverage for our equipment and machinery, our machineries, equipment and personnel may not be covered adequately under the aforesaid insurance for occurrence of particular types of accidents and there can be no assurance that any claim under the insurance policies maintained by us will be honoured fully, in part or in time, or that we have taken out sufficient insurance to cover all material losses which could adversely hamper our cash flows and profitability.

**43. *Our funding requirements and deployment of the Fresh Issue proceeds are based on management estimates and have not been independently appraised by any bank or financial institution.***

Our funding requirements and the deployment of the Net Proceeds of the Fresh Issue are based on management estimates and our current business plan. The fund requirements and intended use of proceeds have not been appraised by bank or financial institution and are based on our estimates. In view of the competitive and dynamic nature of our business, we may have to revise our expenditure and fund requirements as a result of variations including in the cost structure, changes in estimates and other external factors, which may not be within the control of our management. This may entail rescheduling, revising or cancelling the planned expenditure and fund requirement and increasing or decreasing the expenditure for a particular purpose from its planned expenditure at the discretion of our board. In addition, schedule of implementation as described herein are based on management’s current expectations and are subject to change due to various factors some of which may not be in our control.

**44. *Our Company’s management will have flexibility in utilizing the Net Proceeds. There is no monitoring agency appointed by our Company and the deployment of funds is at the discretion of our Management and our Board of Directors, though it shall be monitored by our Audit Committee.***

The deployment of the funds towards the Objects of the Issue is entirely at the discretion of the Board of Directors/Management and is not subject to monitoring by external independent agency. As per SEBI (ICDR) Regulations, 2018, as amended, appointment of monitoring agency is required only for Issue size above ₹ 100 Crores. Hence, we have not appointed any monitoring agency to monitor the utilization of Fresh Issue proceeds. However, the audit committee of our Board will monitor the utilization of Fresh Issue proceeds in terms of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015. Further, our Company shall inform about material deviations in the utilization of Fresh Issue proceeds to the concerned Stock Exchange and shall also simultaneously make the material deviations / adverse comments of the audit committee public. Any inability on our part to effectively utilize the Fresh Issue proceeds could adversely affect our financials.

**45. *We procure Projects / Contracts on the basis of pre-qualification criteria and competitive selection processes. We face intense competition from our competitors including on account of competitive proposal quoted by them.***

In selecting contractors / sub-contractors for the project, customers generally limit the tender to contractors that prequalifies based on several criterion including project execution experience, technical strength, performance capabilities, quality standards, etc. The construction industry in India is highly competitive. As we work on our strategy to increase our portfolio of direct government contracts, we expect to face increased competition from large domestic infrastructure development companies. We compete for obtaining projects from government authorities and private players through direct tenders or on sub-contract basis. We also expect further competition from large infrastructure and real estate developers, for whom we were earlier working as a sub-contractor. We will compete in terms of various eligibility criteria of different tender bids which several large developers are already well equipped.

If we are not able to outgrow the eligibility standards in comparison with that of our competitors, we may not be successful in bidding for various projects and also disqualification on any of the eligibility grounds will make us ineligible for submitting further proposals. Further, even if we meet the pre-qualification criteria, there is no assurance that we will be able to quote most competitive / lowest proposal amongst all applicants so that we get the contracts. These factors may limit us in getting contracts and resultantly our revenues and profitability may get declined affecting our financial condition adversely.

**46. Any failure to protect or enforce our rights to own or use our trademark could have an adverse effect on our business and competitive position.**

As on the date of this Draft Red Herring Prospectus, we have not yet obtained registration under the Trademark Act,

1999 for our logo  and hence, we do not enjoy the statutory protection accorded to a registered trademark. Since we have not obtained registration, we may remain vulnerable to infringement and passing-off by third parties and will not be able to enforce any rights against them. We may not be able to detect any unauthorized use or take appropriate and timely steps to enforce or protect our trademarks. We may also need to change our logo which may adversely affect our reputation and business and could require us to incur additional costs.

Further, if we do not maintain our brand identity, which is an important factor that differentiates us from our competitors, we may not be able to maintain our competitive edge. If we are unable to compete successfully, we could lose our customers, which would negatively affect our financial performance and profitability. Moreover, our ability to protect, enforce or utilize our brand is subject to risks, including general litigation risks. Furthermore, we cannot assure you that our brand will not be adversely affected in the future by actions that are beyond our control, including customer complaints or adverse publicity from any other source. Any damage to our brand identity, if not immediately and sufficiently remedied, could have an adverse effect on our business and competitive position.

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

**47. Our Promoter and Promoter Group will continue to exercise control post completion of the Issue and will have considerable influence over the outcome of matters.**

Upon completion of this Issue of upto 50,00,000 Equity Shares by way of Offer for Sale and Fresh Issue, our Promoter and Promoter Group will continue to own a majority of our Equity Shares i.e. approximately 72.60% of the total Post-Offer paid up capital. As a result, our Promoter will have the ability to exercise significant influence over all matters requiring shareholders' approval. Our Promoter will also be in a position to influence any shareholder action or approval requiring a majority vote, except where they may be required by applicable law to abstain from voting. This control could also delay, defer or prevent a change in control of our Company, impede a merger, consolidation, takeover or other business combination involving our Company, or discourage a potential acquirer from obtaining control of our Company even if it is in the best interests of our Company. The interests of our Promoter could conflict with the interests of our other equity shareholders, and the Promoter could make decisions that materially and adversely affect your investment in the Equity Shares. In addition, for so long as the Promoter Group continues to exercise significant control over the Company, they may influence the material policies of the Company in a manner that could conflict with the interests of our other shareholders. The Promoter Group may have interests that are adverse to the interests of our other shareholders and may take positions with which our other shareholders do not agree.

**48. Our Promoter, Directors and Key Managerial Personnel of our Company may have interests in us other than reimbursement of expenses incurred or normal remuneration or benefits.**

Our Promoter is interested in us to the extent of any transactions entered into or his shareholding and dividend entitlement in us. Our Directors are also interested in us to the extent of remuneration paid to them for services rendered as our Directors and reimbursement of expenses payable to them. Our Promoter and certain members of our Promoter Group have mortgaged his personal properties and provided personal guarantees for our borrowings to secure our loans. Our Directors may also be interested to the extent of any transaction entered into by us with any other company or firm in which they are directors or partners or in their individual capacity. For further details, please refer "Our Management" and "Related Party Transactions" forming part of "Financial Statements" on page no. 133 and 156 respectively of this Draft Red Herring Prospectus.

**49. We benefit from our relationship with our Promoter and our business and growth prospects may decline if we cannot benefit from this relationship in the future.**

We benefit in many ways from our relationship with our Promoter, Ratansingh Rathore as a result of his reputation, experience and knowledge of the construction and infrastructure development & services industry.. Ratansingh Rathore, who has been associated with this sector for over 20 years, has been primarily responsible for the direction and growth of our business and has been instrumental in our strategic planning, including identifying our on-going projects. Our growth and future success is influenced, in part, by our continued relationship him. We cannot assure you that we will be able to continue to take advantage of the benefits from this relationship in the future. If we lose our relationship with our promoters for any reason, our business and growth prospects may decline and our financial condition and results of operations may be adversely affected.

**50. *Our insurance coverage may not be sufficient or may not adequately protect us against any or all hazards, which may adversely affect our business, results of operations and financial condition.***

Our Company believes that its insurance coverage is adequate and consistent with industry standards. Our principal types of coverage include standard perils and fire insurance, vehicle insurance and contractors' plant and machinery insurance. While we believe that the insurance coverage which we maintain is in keeping with industry standards and would be reasonably adequate to cover the normal risks associated with the operation of our businesses, we cannot assure you that any claim under the insurance policies maintained by us will be honoured fully, in part or on time, or that we have taken out sufficient insurance to cover all our losses.

In addition, our insurance coverage expires from time to time. We apply for the renewal of our insurance coverage in the normal course of our business, but we cannot assure you that such renewals will be granted in a timely manner, at acceptable cost or at all. To the extent that we suffer loss or damage, or successful assertion of one or more large claims against us for events for which we are not insured, or for which we did not obtain or maintain insurance, or which is not covered by insurance, exceeds our insurance coverage or where our insurance claims are rejected, the loss would have to be borne by us and our results of operations, financial performance and cash flows could be adversely affected. For further details on our insurance arrangements, please refer "*Our Business – Insurance*" on page no 102 of this Draft Red Herring Prospectus.

**51. *In the event there is any delay in the completion of the Issue, there would be a corresponding delay in the completion of the objects / schedule of implementation of this Issue which would in turn affect our revenues and results of operations.***

The funds that we receive would be utilized for the Objects of the Issue as has been stated in the Chapter "*Objects of the Issue*" on page no.73 of the Draft Red Herring Prospectus. The proposed schedule of implementation of the objects of the Issue is based on our management's estimates. If the schedule of implementation is delayed for any other reason whatsoever, including any delay in the completion of the Issue, we may have to revise our business, development and working capital plans resulting in unprecedented financial mismatch and this may adversely affect our revenues and results of operations.

**52. *We have not made any provision in our financial statements for potential decline in value of our investments.***

Our investments include investments certain financial instruments. The financial instruments as on March 31, 2022 include investments in un-listed shares of Bharat Co-operative Bank, investment in liquid mutual funds and investments in JVs projects which have all been valued at cost aggregating to ₹ 1,002.82 lakhs. We have not made any provision for decline in value of these investments in our financial statements as the same are not expected to have declined in value as on the financial reporting date. If in the future, the value of these investments were to decline significantly, there could be a material adverse effect on our business, financial condition and results of operations.

**53. *Our Company will not receive any proceeds from the Issue for Sale portion.***

This Issue comprises of an Offer for Sale of up to 15,00,000 Equity Shares by our Promoter Selling Shareholder, Ratansingh Rathore. The proceeds from the Issue pertaining to the above sale of shares will be paid to the aforesaid person in proportion of the Equity Shares offered by him in the Issue and our Company will not receive any proceeds from the Issue to the extent of the Issue for Sale portion. For further details, please refer the chapter titled "*Objects of the Issue*" on page no.73 of this Draft Red Herring Prospectus.

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

We have no experience as a listed company and have not been subjected to the increased scrutiny of our affairs by shareholders, regulators and the public that is associated with being a listed company. As a listed company, we will

incur significant legal, accounting, corporate governance and other expenses that we did not incur as an unlisted company. We will be subject to the SEBI (LODR) Regulations, which require us to file audited / unaudited reports periodically with respect to our business and financial condition. If we experience 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 timely as other listed companies.

As a listed company, we will need to maintain and improve the effectiveness of our disclosure controls and procedures and internal control over financial reporting, for which significant resources and management overview will be required. As a result, management's attention may be diverted from other business concerns, which could adversely affect our business, prospects, financial condition and results of operations. Further, we may need to hire additional legal and accounting staff with appropriate and relevant experience and technical accounting knowledge and we cannot assure you that we will be able to do so in a timely manner or at all.

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

Any future issuance of the Equity Shares, convertible securities or securities linked to the Equity Shares by us may dilute your shareholding in the Company, adversely affect the trading price of the Equity Shares and our ability to raise capital through an issue of our securities. In addition, any perception by investors that such issuances or sales might occur could also affect the trading price of the Equity Shares. No assurance may be given that we will not issue additional Equity Shares. The disposal of Equity Shares by any of our significant shareholders, or the perception that such sales may occur may significantly affect the trading price of the Equity Shares. We cannot assure you that we will not issue Equity Shares or that such shareholders will not dispose off, pledge or encumber their Equity Shares in the future.

**56. *If there is any change in tax laws or regulations, or their interpretation, such changes may significantly affect our financial statements for the current and future years, which may have a material adverse effect on our financial position, business and results of operations.***

Having our business operations in multiple jurisdictions, we are subject to varying central and state tax regimes. The applicable categories of taxes and tax rates also vary significantly from jurisdiction to jurisdiction, which may be amended from time to time. The final determination of our tax liabilities involves the interpretation of local tax laws and related regulations in each country as well as the significant use of estimates and assumptions regarding the scope of future operations and results achieved and the timing and nature of income earned, and expenditure incurred. Our business and financial performance may be adversely affected by unfavorable changes in or interpretations of existing, or the promulgation of new laws, rules and regulations applicable to us and our business or the regulator enforcing them in any one of those countries may adversely affect our results of operations.

To the extent that we are entitled to certain tax benefits in India which are available for a limited period of time, our profitability will be affected if such benefits will no longer be available, or are reduced or withdrawn prematurely or if we are subject to any dispute with the tax authorities in relation to these benefits or in the event we are unable to comply with the conditions required to be complied with in order to avail ourselves of each of these benefits. Please see "Statement of Special Tax Benefits" on page 82 of this Draft Red Herring Prospectus for details in relation to possible tax benefits available to our Company. In the event that any adverse development in the law or the manner of its implementation affects our ability to benefit from these tax incentives, our business, results of operations, financial condition and prospects may be adversely affected.

Changes in the operating environment, including changes in tax law, could impact the determination of our tax liabilities for any given tax year. Taxes and other levies imposed by the Government of India that affect our industry include income tax, goods and services tax and other taxes, duties or surcharges introduced from time to time. The tax scheme in India is extensive and subject to change from time to time and any adverse changes in any of the taxes levied by the Government of India may adversely affect our competitive position and profitability. We cannot assure you that the Government of India may not implement new regulations and policies which will require us to obtain approvals and licenses from the Government of India and other regulatory bodies or impose onerous requirements and conditions on our operations. Any such changes and the related uncertainties with respect to the applicability, interpretation and implementation of any amendment to, or change to governing laws, regulation or policy in the countries in which we operate may materially and adversely affect our business, results of operations and financial condition. In addition, we may have to incur expenditure to comply with the requirements of any new regulations, which may also materially harm our results of operations. We are also subject to these risks in all our overseas operations depending on each

specific country. Any unfavorable changes to the laws and regulations applicable to us could also subject us to additional liabilities. As a result, any such changes or interpretations may adversely affect our business, financial condition and financial performance. Further, changes in capital gains tax or tax on capital market transactions or sale of shares may affect investor returns.

**57. *Statistical and industry data contained in this Draft Red Herring Prospectus may be incomplete or unreliable.***

Statistical and industry data used throughout this Draft Red Herring Prospectus has been obtained from various government and industry publications. We believe the information contained herein has been obtained from sources that are reliable, but we have- not independently verified it and the accuracy and completeness of this information is not guaranteed and its reliability cannot be assured. The market and industry data used from these sources may have been reclassified by us for purposes of presentation. In addition, market and industry data relating to India, its economy or its industries may be produced on different bases from those used in other countries. As a result data from other market sources may not be comparable. The extent to which the market and industry data presented in this Draft Red Herring Prospectus is meaningful will depend upon the reader's familiarity with and understanding of the methodologies used in compiling such data.

Further, this market and industry data has not been prepared or independently verified by us or the Book Running Lead Manager or any of their respective affiliates or advisors. Such data involves risks, uncertainties and numerous assumptions and is subject to change based on various factors. Accordingly, investment decisions should not be based on such information.

**58. *Our ability to pay dividends in the future will depend upon future earnings, financial condition, cash flows, working capital requirements and capital expenditures and there can be no assurance that we will be able to pay dividends in the future.***

We currently intend to invest our future earnings, if any, to fund our growth. The amount of our future dividend payments, if any, will depend upon our future earnings, financial condition, cash flows, working capital requirements and capital expenditures. Hence, there can be no assurance that we will be able to pay dividends in the future

## **EXTERNAL RISKS**

### ***Risks relating to India***

**59. *Changing regulations in India could lead to new compliance requirements that are uncertain.***

The regulatory and policy environment in which we operate are evolving and are subject to change. The GoI may implement new laws or other regulations and policies that could affect our business in general, which could lead to new compliance requirements, including requiring us to obtain approvals and licenses from the Government and other regulatory bodies, or impose onerous requirements. For instance, the GoI has introduced (a) the Code on Wages, 2019; (b) the Code on Social Security, 2020; (c) the Occupational Safety, Health and Working Conditions Code, 2020; and (d) the Industrial Relations Code, 2020 which consolidate, subsume and replace numerous existing central labour legislations. While the rules for implementation under these codes have not been notified, we are yet to determine the impact of all or some such laws on our business and operations which may restrict our ability to grow our business in the future and increase our expenses. In another example, the GoI has made it mandatory for business establishments with turnover above a certain size to offer digital modes of payment from November 2019, with no charges being levied on the customers or the merchants by banks and payment service providers. Such measures could adversely impact our income streams in the future and adversely affect its financial performance.

Uncertainty in the applicability, interpretation or implementation of any amendment to, or change in, governing law, regulation or policy in the jurisdictions in which we operate, including by reason of an absence, or a limited body, of administrative or judicial precedent may be time consuming as well as costly for us to resolve and may impact the viability of our current business or restrict our ability to grow our business in the future. We may incur increased costs and other burdens relating to compliance with such new requirements, which may also require significant management time and other resources, and any failure to comply may adversely affect our business, results of operations, financial condition and prospects. Uncertainty in the applicability, interpretation or implementation of any amendment to, or change in, governing law, regulation or policy, including by reason of an absence, or a limited body, of administrative or judicial precedent may be time consuming as well as costly for us to resolve and may impact the viability of our current businesses or restrict our ability to grow our businesses in the future. For instance, the Supreme Court of India has in a decision clarified the components of basic wages which need to be considered by companies while making

provident fund payments, which resulted in an increase in the provident fund payments to be made by companies. Any such decisions in future or any further changes in interpretation of laws may have an impact on our results of operations.

**60. *Natural or man-made disasters, fires, epidemics, pandemics, acts of war, terrorist attacks, civil unrest and other events could materially and adversely affect our business.***

Natural disasters (such as typhoons, flooding and earthquakes), epidemics, pandemics such as COVID-19 and man-made disasters, including acts of war, terrorist attacks and other events, many of which are beyond our control, may lead to economic instability, including in India or globally, which may in turn materially and adversely affect our business, financial condition and results of operations. Our operations may be adversely affected by fires, natural disasters and/or severe weather, which can result in damage to our property or inventory and generally reduce our productivity and may require us to evacuate personnel and suspend operations. A number of countries in Asia, including India, as well as countries in other parts of the world, are susceptible to contagious diseases and, for example, have had confirmed cases of diseases such as the highly pathogenic H7N9, H5N1 and H1N1 strains of influenza in birds and swine and more recently, the COVID-19. A worsening of the current outbreak of COVID-19 pandemic or future outbreaks of COVID-19 or a similar contagious disease could adversely affect the global economy and economic activity in the region. As a result, any present or future outbreak of a contagious disease could have a material adverse effect on our business and the trading price of the Equity Shares. India has from time-to-time experienced instances of social, religious and civil unrest and hostilities between neighboring countries. Recently there has been ongoing mass protest by farmers, against three farm acts which were passed by the Parliament of India in September 2020. The introduction of the law caused protests in several parts of the country like Delhi, Haryana and Punjab. In case there are mass protests leading to civil unrest, such incidents could impact both our operations and adversely affect our business, financial condition and results of operations. Present relations between India and Pakistan continue to be fragile on the issues of terrorism, armaments and Kashmir. In April 2019, skirmishes along India's border with Pakistan and the downing of an Indian military jet fighter plane significantly escalated tensions between the two countries. India has also experienced terrorist attacks in some parts of the country. In November 2008, several coordinated shooting and bombing attacks occurred across Mumbai, India's financial capital. These attacks resulted in loss of life, property and business. Military activity or terrorist attacks in the future could influence the Indian economy by disrupting communications and making travel more difficult and such political tensions could create a greater perception that investments in Indian companies involve higher degrees of risk. Events of this nature in the future, as well as social and civil unrest within other countries in Asia, could influence the Indian economy and could have a material adverse effect on the market for securities of Indian companies.

**61. *A downgrade in ratings of India and other jurisdictions in which we operate may affect the trading price of the Equity Shares.***

Our borrowing costs and our access to the debt capital markets depend significantly on the credit ratings of India. Any further adverse revisions to credit ratings for India and other jurisdictions we operate in by international rating agencies may adversely impact our ability to raise additional financing. This could have an adverse effect on our ability to fund our growth on favorable terms and consequently adversely affect our business and financial performance and the price of the Equity Shares.

**62. *We may be affected by competition laws in India, the adverse application or interpretation of which could adversely affect our business.***

The Competition Act, 2002, of India, as amended ("**Competition Act**"), regulates practices having an appreciable adverse effect on competition in the relevant market in India ("**AAEC**"). Under the Competition Act, any formal or informal arrangement, understanding or action in concert, which causes or is likely to cause an AAEC is considered void and may result in the imposition of substantial 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 the provision of services or shares the market or source of production or provision of services in any manner, including by way of allocation of geographical area or number of customers in the relevant market or directly or indirectly results in bid-rigging or collusive bidding is presumed to have an AAEC and is considered void. 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. The Competition Act aims to, among other things, prohibit all agreements and transactions, which may have an AAEC on competition in India and all agreements entered into by us could be within the purview of the Competition Act. Further, the CCI has extra-territorial powers and can investigate any agreements,

abusive conduct or combination occurring outside India if such agreement, conduct or combination has an AAEC in India. However, the impact of the provisions of the Competition Act on the agreements entered into by us cannot be predicted with certainty at this stage. However, since we pursue an acquisition driven growth strategy, we may be affected, directly or indirectly, by the application or interpretation of any provision of the Competition Act, or any enforcement proceedings initiated by the CCI, or any adverse publicity that may be generated due to scrutiny or prosecution by the CCI or if any prohibition or substantial penalties are levied under the Competition Act, it would adversely affect our business, results of operations, cash flows and prospects.

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

The Indian market and the Indian economy are influenced by economic and market conditions in other countries, including conditions in the United States, Europe and certain emerging economies in Asia. Financial turmoil in the United States, Asia and elsewhere in the world in recent years has adversely affected the Indian economy. Any worldwide financial instability may cause increased volatility in the Indian financial markets and, directly or indirectly, adversely affect the Indian economy and financial sector and us. Although economic conditions vary across markets, loss of investor confidence in one emerging economy may cause increased volatility across other economies, including India. Financial instability in other parts of the world could have a global influence and thereby negatively affect the Indian economy. Financial disruptions could materially and adversely affect our business, prospects, financial condition, results of operations and cash flows. Further, economic developments globally can have a significant impact on our principal markets. Concerns related to a trade war between large economies may lead to increased risk aversion and volatility in global capital markets and consequently have an impact on the Indian economy. Following the United Kingdom's exit from the European Union ("**Brexit**"), there remains significant uncertainty around the terms of their future relationship with the European Union including trade agreements between the United Kingdom and European Union and, more generally, as to the impact of Brexit on the general economic conditions in the United Kingdom and the European Union and any consequential impact on global financial markets. In addition, China is one of India's major trading partners and there are rising concerns of a possible slowdown in the Chinese economy as well as a strained relationship with India, which could have an adverse impact on the trade relations between the two countries. In response to such developments, legislators and financial regulators in the United States and other jurisdictions, including India, implemented a number of policy measures designed to add stability to the financial markets. However, the overall long-term effect of these and other legislative and regulatory efforts on the global financial markets is uncertain, and they may not have the intended stabilizing effects. Any significant financial disruption could have a material adverse effect on our business, financial condition and results of operation. These developments or the perception that any of them could occur, have had and may continue to have a material adverse effect on global economic conditions and the stability of global financial markets and may significantly reduce global market liquidity, restrict the ability of key market participants to operate in certain financial markets or restrict our access to capital. This could have a material adverse effect on our business, financial condition and results of operations and reduce the price of the Equity Shares. Since December 2019, the ongoing outbreak of COVID-19 has affected countries globally, with the World Health Organization declaring the outbreak as a pandemic in March 2020. There have been border controls, lockdowns and travel restrictions imposed by various countries, as a result of the COVID-19 outbreak. Such an outbreak of an infectious disease together with the resulting restrictions on travel and/or imposition of lockdown measures have resulted in protracted volatility in domestic and international markets has resulted in a global slowdown and crisis. In particular, the COVID-19 outbreak has caused stock markets worldwide to fluctuate significantly in value and has impacted global economic activity. A number of governments have revised gross domestic product growth forecasts for 2020 and 2021 downwards in response to the economic slowdown caused by the spread of COVID-19, and it is possible that the outbreak of COVID-19 will cause a prolonged global economic crisis or recession. If we are unable to successfully anticipate and respond to changing economic and market conditions, our business, results of operations and financial condition and prospects may be adversely affected.

**64. *The Indian tax regime has undergone substantial changes which could adversely affect our business and the trading price of the Equity Shares.***

Any change in Indian tax laws could have an effect on our operations. For instance, the Taxation Laws (Amendment) Act, 2019, prescribes certain changes to the income tax rate applicable to companies in India. According to this Act, companies can henceforth voluntarily opt in favour of a concessional tax regime (subject to no other special benefits/exemptions being claimed), which would ultimately reduce the effective tax rate (on gross basis) for Indian companies from 34.94% to approximately 25.17%. Any such future amendments may affect our ability to claim exemptions that we have historically benefited from, and such exemptions may no longer be available to us. The Government of India has also implemented two major reforms in Indian tax laws, namely the GST, and provisions relating to general anti-avoidance rules ("**GAAR**"). The indirect tax regime in India has undergone a complete overhaul. The indirect taxes on goods and services, such as central excise duty, service tax, central sales tax, state value

added tax, surcharge and excise have been replaced by Goods and Service Tax with effect from July 1, 2017. The GST regime is relatively new and therefore is subject to amendments and its interpretation by the relevant regulatory authorities. GAAR became effective from April 1, 2017. The tax consequences of the GAAR provisions being applied to an arrangement may result in, among others, a denial of tax benefit to us and our business. In the absence of any precedents on the subject, the application of these provisions is subjective. If the GAAR provisions are made applicable to us, it may have an adverse tax impact on us. Further, if the tax costs associated with certain of our transactions are greater than anticipated because of a particular tax risk materializing on account of new tax regulations and policies, it could affect our profitability from such transactions. The Finance Act, 2020 has, amongst others things, provided a number of amendments to the direct and indirect tax regime, including, without limitation, a simplified alternate direct tax regime. For instance, dividend distribution tax (“**DDT**”) will not be payable by a domestic company in respect of dividends declared, distributed or paid by the 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 and are likely be subject to tax deduction at source. 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 from such dividend. Investors should consult their own tax advisors about the consequences of investing or trading in the Equity Shares. Further, the Government of India has notified the Finance Act, 2021 (“**Finance Act**”) which has introduced various amendments to taxation laws in India. There is no certainty on the impact that the Finance Act may have on our business and operations or on the industry in which we operate. In addition, unfavorable changes in or interpretations of existing, or the promulgation of new laws, rules and regulations including foreign investment laws governing our business, operations and group structure could result in us being deemed to be in contravention of such laws or may require us to apply for additional approvals. We may incur increased costs relating to compliance with such new requirements, which may also require management time and other resources, and any failure to comply may adversely affect our business, results of operations and prospects. Uncertainty in the applicability, interpretation or implementation of any amendment to, or change in, governing law, regulation or policy, including by reason of an absence, or a limited body, of administrative or judicial precedent may be time consuming as well as costly for us to resolve and may affect the viability of our current business or restrict our ability to grow our business in the future. We cannot predict whether any new tax laws or regulations impacting our services will be enacted, what the nature and impact of the specific terms of any such laws or regulations will be or whether if at all, any laws or regulations would have an adverse effect on our business. Further, any adverse order passed by the appellate authorities/ tribunals/ courts would have an effect on our profitability. Due to COVID -19 pandemic, the Government of India had also passed the Taxation and Other Laws (Relaxation of Certain Provisions) Act, 2020, implementing relaxations from certain requirements under, amongst others, the Central Goods and Service Tax Act, 2017 and Customs Tariff Act, 1975. In addition, we are subject to tax related inquiries and claims. We may be particularly affected by claims from tax authorities on account of income tax assessment and GST that combines taxes and levies by the central and state governments into one unified rate of interest with effect from July 1, 2017. For further details, see “Outstanding Litigation and Other Material Developments on page 203 of this Draft Red Herring Prospectus.

**65. *If inflation were to rise in India, we might not be able to increase the prices of our products at a proportional rate in order to pass costs on to our customers thereby reducing our margins.***

Inflation rates in India have been volatile in recent years, and such volatility may continue in the future. India has experienced high inflation in the recent past. Increased inflation can contribute to an increase in interest rates and increased costs to our business, including increased costs of wages and other expenses relevant to our business. 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 expenses, which we may not be able to adequately pass on to our customers, whether entirely or in part, and may adversely affect our business and financial condition. In particular, we might not be able to reduce our costs or increase the price of our products to 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. Further, the Government of India has previously initiated economic measures to combat high inflation rates, and it is unclear whether these measures will remain in effect. There can be no assurance that Indian inflation levels will not worsen in the future.

**66. *A third-party could be prevented from acquiring control of us post this Issue, because of anti-takeover provisions under Indian law.***

As a listed Indian entity, there are provisions in Indian law that may delay, deter or prevent a future takeover or change in control of our Company. Under the 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 subsequent to completion of the Issue. 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 our shareholders, such a takeover may not be attempted or consummated because of Takeover Regulations.

**67. *Investors may not be able to enforce a judgment of a foreign court against us, our Directors, the BRLM or any of their directors and executive officers in India respectively, except by way of a lawsuit in India.***

Our Company is a company incorporated under the laws of India. A majority of our assets, our Key Managerial Personnel and officers are located in India. As a result, it may not be possible for investors to affect service of process upon our Company or such persons in jurisdictions outside India, or to enforce judgments obtained against such parties outside India. Furthermore, it is unlikely that an Indian court would enforce foreign judgments if that court was of the view that the amount of damages awarded was excessive or inconsistent with public policy, or if judgments are in breach or contrary to Indian law. In addition, a party seeking to enforce a foreign judgment in India is required to obtain approval from the RBI to execute such a judgment or to repatriate outside India any amounts recovered. Recognition and enforcement of foreign judgments is provided for under Section 13 and Section 44A of the Code of Civil Procedure, 1908. India is not a party to any international treaty in relation to the recognition or enforcement of foreign judgments. India has reciprocal recognition and enforcement of judgments in civil and commercial matters with only a limited number of jurisdictions, such as the United Kingdom, United Arab Emirates, Singapore and Hong Kong. In order to be enforceable, a judgment from a jurisdiction with reciprocity must meet certain requirements established in the Indian Code of Civil Procedure, 1908. The CPC only permits the enforcement and execution of monetary decrees in the reciprocating jurisdiction, not being in the nature of any amounts payable in respect of taxes, other charges, fines or penalties. Judgments or decrees from jurisdictions which do not have reciprocal recognition with India, including the United States, cannot be enforced by proceedings in execution in India. Therefore, a final judgment for the payment of money rendered by any court in a non-reciprocating territory for civil liability, whether or not predicated solely upon the general laws of the non-reciprocating territory, would not be directly enforceable in India. The party in whose favour a final foreign judgment in a non-reciprocating territory is rendered may bring a fresh suit in a competent court in India based on the final judgment within three years of obtaining such final judgment. However, it is unlikely that a court in India would award damages on the same basis as a foreign court if an action were brought in India or that an Indian court would enforce foreign judgments if it viewed the amount of damages as excessive or inconsistent with the public policy in India. Further, there is no assurance that a suit brought in an Indian court in relation to a foreign judgment will be disposed of in a timely manner. In addition, any person seeking to enforce a foreign judgment in India is required to obtain the prior approval of the RBI to repatriate any amount recovered, and we cannot assure that such approval will be forthcoming within a reasonable period of time, or at all, or that conditions of such approval would be acceptable. Such an amount may also be subject to income tax in accordance with applicable law.

## **ISSUE SPECIFIC RISKS**

### ***Risks relating to the Equity Shares and this Issue***

**68. *The Issue Price of the Equity Shares may not be indicative of the market price of the Equity Shares after the Issue.***

Prior to this Issue, there has been no public market for the Equity Shares of our Company, 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 Issue Price/ Price of the Equity Shares will be determined by our Company and the Selling Shareholders in consultation with the BRLM through the Book Building Process. This price will be based on numerous factors, as described under “*Basis for the Issue Price*” on page 79 of this Draft Red Herring Prospectus and may not be indicative of the market price of the Equity Shares at the time of commencement of trading of the Equity Shares or at any time thereafter. The market price of the Equity Shares may be subject to significant fluctuations in response to, among other factors, variations in our operating results of our Company, market conditions specific to the industry we operate in, developments relating to India, volatility in securities markets in jurisdictions other than India, problems such as temporary closure, broker default and settlement delays experienced by the Indian Stock Exchanges, strategic actions by us or our competitors, 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. Consequently, the price of our Equity Shares may be volatile, and you may be unable to resell your Equity Shares at or above the Offer Price, or at all. There has been significant volatility in the Indian stock markets in the recent past, and our Equity Share price could fluctuate significantly because of market volatility. A decrease in the market price of our Equity Shares could cause investors to lose some or all of their investment.

**69. *Investors may be subject to Indian taxes arising out of income arising on the sale of the Equity Shares.***

Under current Indian tax laws, unless specifically exempted, a capital gain arising from the sale of equity shares in an Indian company is generally taxable in India. A securities transaction tax (“STT”) is levied on and collected by an Indian stock exchange on which equity shares are sold. Any gain realized on the sale of listed equity shares held for more than 12 months may be subject to long-term capital gains tax in India at the specified rates depending on certain factors, such as STT paid, the quantum of gains and any available treaty exemptions. Accordingly, you may be subject to payment of long-term capital gains tax in India, in addition to payment of STT, on the sale of any Equity Shares held for more than 12 months. STT will be levied on and collected by a domestic stock exchange on which the Equity Shares are sold. Further, any gain realized on the sale of our Equity Shares held for a period of 12 months or less will be subject to short-term capital gains tax in India. While non-residents may claim tax treaty benefits in relation to such capital gains income, generally, Indian tax treaties do not limit India’s right to impose tax on capital gains arising from the sale of shares of an Indian company. Further, the Finance Act, 2020 (“**Finance Act 2020**”), passed by the Parliament of India. The Finance Act 2020 stipulates the sale, transfer and issue of certain securities through exchanges, depositories or otherwise to be charged with stamp duty. The Finance Act 2020 has also clarified that, in the absence of a specific provision under an agreement, the liability to pay stamp duty in case of sale of certain securities through stock exchanges will be on the buyer, while in other cases of transfer for consideration through a depository, and the onus will be on the transferor. The stamp duty for transfer of certain securities, other than debentures, on a delivery basis is currently specified under the Finance Act 2020 at 0.015% and on a non-delivery basis is specified at 0.003% of the consideration amount. These amendments have come into effect from July 1, 2020. Under the Finance Act 2020, any dividends paid by an Indian company will be subject to tax in the hands of the shareholders at applicable rates. Such taxes will be withheld by the Indian company paying dividends. The Government of India announced the union budget for Fiscal 2022, following which the Finance Bill, 2021 (“**Finance Bill**”) was introduced in the Lok Sabha on February 1, 2021. Subsequently, the Finance Bill received assent from the President of India on March 28, 2021 and became the Finance Act, 2021 (“**Finance Act 2021**”). There is no certainty on the impact of Finance Act 2021 on tax laws or other regulations, which may adversely affect the Company’s business, financial condition, and results of operations or on the industry in which we operate. Investors are advised to consult their own tax advisors and to carefully consider the potential tax consequences of owning Equity Shares.

**70. *Investors will not be able to sell immediately on an Indian stock exchange any of the Equity Shares they purchase in the Issue.***

The Equity Shares will be listed on the Stock Exchanges. Pursuant to applicable Indian laws, certain actions must be completed before the Equity Shares can be listed and trading in the Equity Shares may commence. Investors’ book entries, or ‘demat’ accounts with depository participants in India, are expected to be credited with the Equity Shares 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 Issue and the credit of such Equity Shares to the applicant’s demat account with depository participant could take approximately six Working Days from the Bid Closing Date and trading in the Equity Shares upon receipt of final listing and trading approvals from the Stock Exchanges is expected to commence within six Working Days of the Bid Closing Date. There could be a failure or delay in the listing of the Equity Shares on the Stock Exchanges. Any failure or delay in obtaining the approval or otherwise any delay in commencing 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.

**71. *Any future issuance of Equity Shares, or convertible securities or other equity linked instruments by us may dilute your shareholding and sale of Equity Shares by shareholders with significant shareholding may adversely affect the trading price of the Equity Shares.***

We may be required to finance our growth through future equity offerings. Any future equity issuances by us, including a primary offering of Equity Shares, convertible securities or securities linked to Equity Shares including through exercise of employee stock options, may lead to the dilution of investors’ shareholdings in our Company. Any future equity issuances by us or sales of our Equity Shares by our shareholders may adversely affect the trading price of the Equity Shares, which may lead to other adverse consequences including difficulty in raising capital through offering of our Equity Shares or incurring additional debt. Any disposal of Equity Shares by our major shareholders or the perception that such issuance or sales may occur, including to comply with the minimum public shareholding norms applicable to listed companies in India may adversely affect the trading price of the Equity Shares, which 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 Equity Shares, convertible securities or securities

linked to Equity Shares or that our Shareholders will not dispose of, pledge or encumber their Equity Shares in the future. Any future issuances could also dilute the value of your investment in the Equity Shares. In addition, any perception by investors that such issuances or sales might occur may also affect the market price of our Equity Shares.

**72. *Under Indian law, foreign investors are subject to investment restrictions that limit our ability to attract foreign investors, which may adversely affect the trading price of the Equity Shares.***

Under foreign exchange regulations currently in force in India, transfer of shares between non-residents and residents are freely permitted (subject to certain restrictions), if they comply with the pricing guidelines and reporting requirements specified by the RBI. If the transfer of shares, which are sought to be transferred, is not in compliance with such pricing guidelines or reporting requirements or falls under any of the exceptions referred to above, then a prior regulatory approval will be required. Additionally, shareholders who seek to convert Rupee proceeds from a sale of shares in India into foreign currency and repatriate that foreign currency from India require a no-objection or a tax clearance certificate from the Indian income tax authorities. In addition, pursuant to the Press Note No. 3 (2020 Series), dated April 17, 2020, issued by the DPIIT, which has been incorporated as the proviso to Rule 6(a) of the FEMA Non-debt Rules, all investments under the foreign direct investment route by entities of a country or where the beneficial owner of the Equity Shares is situated in or is a citizen of any such country, can only be made through the Government approval route, as prescribed in the Consolidated FDI Policy dated October 15, 2020 and the FEMA Rules. While the term “beneficial owner” is defined under the Prevention of Money-Laundering (Maintenance of Records) Rules, 2005 and the General Financial Rules, 2017, neither the foreign direct investment policy nor the FEMA Rules provide a definition of the term “beneficial owner”. The interpretation of “beneficial owner” and enforcement of this regulatory change involves certain uncertainties, which may have an adverse effect on our ability to raise foreign capital. Further, there is uncertainty regarding the timeline within which the said approval from the GoI may be obtained, if at all. We cannot assure investors that any required approval from the RBI or any other governmental agency can be obtained on any particular terms or at all. For further information, see “Restrictions on Foreign Ownership of Indian Securities” on page 257 of this Draft Red Herring Prospectus.

**73. *Significant differences exist between Ind AS and other accounting principles, such as U.S. GAAP and IFRS, which investors may be more familiar with and may consider material to their assessment of our financial condition.***

Our Restated Financial Statements for Fiscal 2022, 2021 and 2020, have been prepared and presented in conformity with Ind AS. Ind AS differs in certain significant respects from IFRS, U.S. GAAP and other accounting principles with which prospective investors may be familiar in other countries. If our financial statements were to be prepared in accordance with such other accounting principles, our results of operations, cash flows and financial position may be substantially different. Prospective investors should review the accounting policies applied in the preparation of our financial statements, and consult their own professional advisers for an understanding of the differences between these accounting principles and those with which they may be more familiar. Any reliance by persons not familiar with Indian accounting practices on the financial disclosures presented in this Draft Red Herring Prospectus should be limited accordingly.

**74. *The determination of the Price Band is based on various factors and assumptions and the Issue Price of the Equity Shares may not be indicative of the market price of the Equity Shares after the Issue. Further, the current market price of some securities listed pursuant to certain previous issues managed by the BRLM is below their respective issue prices.***

The determination of the Price Band is based on various factors and assumptions and will be determined by our Company and Selling Shareholders in consultation with the BRLM. Furthermore, the Issue Price of the Equity Shares will be determined by our Company and Selling Shareholders in consultation with the BRLM through the Book Building Process. These will be based on numerous factors, including factors as described under “Basis for the Issue Price” on page 79 of this Draft Red Herring Prospectus and may not be indicative of the market price for the Equity Shares after the Issue. In addition to the above, the current market price of securities listed pursuant to certain previous initial public offerings managed by the BRLM is below their respective issue price. For further details, see “Other Regulatory and Statutory Disclosures – Price information of past issues handled by the BRLM” on page 226 of this Draft Red Herring Prospectus. The factors that could affect the market price of the Equity Shares include, among others, broad market trends, financial performance and results of our Company post-listing, and other factors beyond our control. We cannot assure you that an active market will develop or sustained trading will take place in the Equity Shares or provide any assurance regarding the price at which the Equity Shares will be traded after listing.

**75. *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 the submission of their Bid, and Retail Individual Investors are not permitted to withdraw their Bids after closure of the Bid/ Issue Closing Date.***

Pursuant to the SEBI ICDR Regulations, QIBs and Non-Institutional Investors are required to pay the Bid Amount on submission of the Bid and 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/ Issue Period and withdraw their Bids until the Bid/ Issue Closing Date. While we are required to complete all necessary formalities for listing and commencement of trading of the Equity Shares on all Stock Exchanges where such Equity Shares are proposed to be listed, including Allotment, within six Working Days from the Bid/ Issue Closing Date or such other period as may be prescribed by the SEBI, events affecting the investors' 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 operations, cash flows 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 may limit the Investors' ability to sell the Equity Shares Allotted pursuant to the Issue or cause the trading price of the Equity Shares to decline on listing.

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

Under the Companies Act, a company having share capital and incorporated in India must offer its holders of equity shares pre-emptive rights to subscribe and pay for a proportionate number of 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 by holders of three-fourths of the equity shares voting on such resolution. However, if the law of the jurisdiction the investors are in, does not permit them to exercise their pre-emptive rights without our Company filing an offering document or registration statement with the applicable authority in such jurisdiction, the investors will be unable to exercise their pre-emptive rights unless our Company makes such a filing. If we elect not to file a registration statement, the new securities may be issued to a custodian, who may sell the securities for the investor's benefit. The value such custodian receives on the sale of such securities and the related transaction costs cannot be predicted. In addition, to the extent that the investors are unable to exercise pre-emptive rights granted in respect of the Equity Shares held by them, their proportional interest in our Company would be reduced.

**77. *Rights of shareholders of our Company under Indian law may be more limited than under the laws of other jurisdictions.***

Our Articles of Association, composition of our Board, Indian laws governing our corporate affairs, the validity of corporate procedures, directors' fiduciary duties, responsibilities and liabilities, and shareholders' rights may differ from those that would apply to a company in another jurisdiction. Shareholders' rights under Indian law may not be as extensive and wide-spread as shareholders' rights under the laws of other countries or jurisdictions. Investors may face challenges in asserting their rights as shareholder of our Company than as a shareholder of an entity in another jurisdiction.

**78. *Compliance with provisions of Foreign Account Tax Compliance Act may affect payments on the Equity Shares.***

The U.S. "Foreign Account Tax Compliance Act" (or "FATCA") imposes a new reporting regime and potentially, imposes a 30% withholding tax on certain "foreign pass thru payments" made by certain non-U.S. financial institutions (including intermediaries). If payments on the Equity Shares are made by such non-U.S. financial institutions (including intermediaries), this withholding may be imposed on such payments if made to any non-U.S. financial institution (including an intermediary) that is not otherwise exempt from FATCA or other holders who do not provide sufficient identifying information to the payer, to the extent such payments are considered "foreign pass thru payments". Under current guidance, the term "foreign pass thru payment" is not defined and it is therefore not clear whether and to what extent payments on the Equity Shares would be considered "foreign pass thru payments". The United States has entered into intergovernmental agreements with many jurisdictions (including India) that modify the FATCA withholding regime described above. It is not yet clear how the intergovernmental agreements between the United States and these jurisdictions will address "foreign pass thru payments" and whether such agreements will require us or other financial institutions to withhold or report on payments on the Equity Shares to the extent they are treated as "foreign pass thru payments". Prospective investors should consult their tax advisors regarding the consequences of FATCA, or any intergovernmental agreement or non-U.S. legislation implementing FATCA, to their investment in Equity Shares.

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

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

There can be no assurance that our Company will or will not be considered a PFIC in the current or future years. The determination of whether or not our Company is a PFIC is a factual determination that is made annually after the end of each taxable year, and there can be no assurance that our Company will not be considered a PFIC in the current taxable year or any future taxable year because, among other reasons, (i) the composition of our Company’s income and assets will vary over time, and (ii) the manner of the application of relevant rules is uncertain in several respects. Further, our Company’s PFIC status may depend on the market price of its Equity Shares, which may fluctuate considerably.

## SECTION IV: INTRODUCTION

### THE ISSUE

The following table summarizes details of the Issue:

<b>Equity Shares Issued<sup>(1)</sup>:</b> Present Issue of Equity Shares by our Company and the Selling Shareholder <sup>(2)</sup>	Up to 50,00,000 Equity Shares of face value of ₹ 10 each for cash at a price of ₹ [●] per Equity Share aggregating ₹ [●] lakhs
<i>The Issue consists of:</i>	
<b>Fresh Issue</b>	Up to 35,00,000 Equity Shares of face value of ₹ 10 each for cash at a price of ₹ [●] per Equity Share aggregating up to ₹ [●] lakhs.
<b>Offer for Sale</b>	Up to 15,00,000 Equity Shares of face value of ₹ 10 each for cash at a price of ₹ [●] per Equity Share aggregating ₹ [●] Lakhs
<i>Which Comprises:</i>	
<b>A) QIB Portion<sup>(3)(4)</sup></b>	Up to [●] Equity Shares (not more than 50%)
<i>of which:</i>	
Anchor Investor Portion	Up to [●] Equity Shares
Balance available for allocation to QIBs other than Anchor Investors (assuming Anchor Investor Portion is fully subscribed)	Up to [●] Equity Shares
<i>of which:</i>	
Available for allocation to Mutual Funds only (5% of the QIB Portion, excluding the Anchor Investor Portion)	Up to [●] Equity Shares
Balance for all QIBs including Mutual Funds	Up to [●] Equity Shares
<b>B) Non-Institutional Portion<sup>(4)</sup></b>	Up to [●] Equity Shares (not less than 15%)
<b>C) Retail Portion<sup>(4)</sup></b>	Up to [●] Equity Shares (not less than 35%)
<b>Pre and Post Issue Equity Shares</b>	
Equity shares outstanding prior to the Issue	1,47,50,550 Equity Shares of face value of ₹ 10 each
Equity shares outstanding after the Issue <sup>(5)</sup>	1,82,50,550 Equity Shares of face value of ₹ 10 each
<b>Use of Net Proceeds</b>	Please refer to the section titled " <i>Objects of the Issue</i> " beginning on page no. 73 of this Draft Red Herring Prospectus.

Allocation to all categories, except the Anchor Investor Portion, if any, Non-Institutional Portion and the Retail Portion, if any, shall be made on a proportionate basis, subject to valid Bids received at or above the Issue Price. The allocation to each Retail Individual Bidder shall not be less than the minimum Bid Lot, subject to availability of shares in Retail Portion, and the remaining available Equity Shares, if any, shall be Allocated on a proportionate basis. The allocation to each Non-Institutional Bidders under the Non-Institutional Portion, shall be subject to the following: (i) one-third of the portion available to Non-Institutional Bidders shall be reserved for applicants with an application size of more than ₹ 2 lakhs and up to ₹ 10 lakhs, and (ii) two-third of the portion available to Non-Institutional Bidders shall be reserved for applicants with application size of more than ₹ 10 lakhs, provided that the unsubscribed portion in either of the aforementioned sub-categories may be allocated to applicants in the other sub-category of Non-Institutional Bidders. For further details, please refer the chapter "*Issue Procedure*" on page no. 239 of this Draft Red Herring Prospectus.

<sup>(1)</sup> The present Issue has been authorised by a resolution of the Board of Directors, dated September 09, 2022 and by a resolution of the shareholders of our Company in the Extra Ordinary General Meeting held on September 16, 2022. Further, the Board of our Company has taken on record the approval for the Offer for Sale by the Selling Shareholder pursuant to the consent dated September 08, 2022.

Further, our Company and the Selling Shareholder, in consultation with the BRLM, is considering a Pre-IPO placement of 4,25,000 Equity Shares for an aggregate amount to up to ₹ [●] lakhs. The Pre-IPO Placement will be at a price to be decided by our Company and the Selling Shareholder in consultation with the BRLM and the Pre-IPO Placement will be completed prior to filing of the Red Herring Prospectus with the RoC. If the Pre-IPO Placement is undertaken, the number of Equity Shares issued pursuant to the Pre-IPO Placement will be reduced from the Fresh

Issue, subject to the minimum Issue Size constituting at least 25% of the Post-Issue paid-up Equity Share capital of our Company.

<sup>(2)</sup> The Offer for Sale has been authorised by the Selling Shareholder by his consent letter dated September 08, 2022. The Equity Shares being offered by the selling shareholder has been held for the period of atleast one year immediately preceding the date of this Draft Red Herring Prospectus and are eligible for being offered for sale pursuant to the Issue in the terms of the SEBI ICDR Regulations and the No. of Equity Shares offered are as follows:

<b>Name of the Selling Shareholder</b>	<b>No. of Equity Shares Offered</b>
Ratansingh Rathore	Up to 15,00,00
<b>TOTAL</b>	<b>Up to 15,00,000</b>

The Selling Shareholder has confirmed that the Equity Shares proposed to be offered and sold in the Issue is eligible in term of SEBI (ICDR) Regulations and that he has not been prohibited from dealings in securities market and the Equity Shares offered and sold are free from any lien, encumbrance or third-party rights. The Selling Shareholder has also confirmed that he is the legal and beneficial owner of the Equity Shares being offered by him under the Offer for Sale.

<sup>(3)</sup> Our Company and the Selling Shareholder may, in consultation with the Book Running Lead Manager, 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 in the Anchor Investor Portion, the remaining Equity Shares shall be added to the QIB Portion. In case of non-Allotment in the Anchor Investor Portion, 5% of the QIB Portion (excluding the Anchor Investor Portion) shall be available for allocation on a proportionate basis to Mutual Funds only, and the remainder of the 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 Issue Price. However, if the aggregate demand from Mutual Funds is less than [●] Equity Shares, the balance Equity Shares available for allotment in the Mutual Fund Portion will be added to the QIB Portion and allocated proportionately to the QIB Bidders (other than Anchor Investors) in proportion to their Bids. For further details, please see “Issue Procedure” on page no. 239 of this Draft Red Herring Prospectus.

<sup>(4)</sup> Subject to valid Bids being received at or above the Issue 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 at the discretion of our Company in consultation with the BRLM and the Designated Stock Exchange. In the event of under-subscription in the Issue, Equity Shares shall be allocated in the manner specified in the section “Terms of the Issue” beginning on page no. 230 of this Draft Red Herring Prospectus

<sup>(5)</sup> Assuming full subscription of the Issue.

For further details please refer to the chapter titled “Issue Structure” beginning on page no. 235 of this Draft Red Herring Prospectus

## SUMMARY OF FINANCIAL INFORMATION

### Restated Consolidated Statement of Asset and Liabilities

(₹ In Lakhs)

Particulars	March 31,2022	March 31, 2021	March 31, 2020
<b>ASSETS</b>			
<b>Non-Current Assets</b>			
Property, Plant and Equipment	1,942.62	2,282.32	2,652.66
Investment Property	161.23	161.23	171.23
Financial Assets			
i)Investments	1,002.82	476.45	537.05
ii)Trade Receivable	101.44	23.01	23.01
iii)Loans	-	-	-
Other Non-Current Assets	4,189.70	3,490.69	3,515.94
	<b>7,397.81</b>	<b>6,433.70</b>	<b>6,899.89</b>
<b>Current Assets</b>			
Inventories	3,317.89	6,337.96	7,245.27
Financial Assets			
i)Trade Receivables	5,759.62	3,799.35	3,022.99
ii) Loans	102.48	55.63	70.80
iii)Cash and Cash Equivalents	2,176.01	1,453.57	1,577.64
iv)Investments	-	-	-
Other Current Assets	2,017.66	2,793.94	2,411.16
	<b>13,373.67</b>	<b>14,440.45</b>	<b>14,327.87</b>
<b>Total Assets</b>	<b>20,771.47</b>	<b>20,874.15</b>	<b>21,227.76</b>
<b>EQUITY AND LIABILITIES</b>			
<b>Equity</b>			
Equity Share Capital	1,475.06	295.01	295.01
Other Equity	7,898.02	7,885.95	6,932.14
	<b>9,373.08</b>	<b>8,180.96</b>	<b>7,227.16</b>
<b>Liabilities</b>			
<b>Non-Current Liabilities</b>			
Financial Liabilities-Borrowing	550.25	1,869.77	2,506.47
Other Non Current Liabilities	2,570.02	1,372.53	1,202.70
	<b>3,120.27</b>	<b>3,242.30</b>	<b>3,709.17</b>
<b>Current Liabilities</b>			
Financial Liabilities			
i)Borrowings	4,365.58	4,875.35	5,250.48
ii)Trade Payables	2,423.81	3,561.41	4,551.49
iii)Provison	465.19	382.71	25.27
Deffered Tax Liabilities [Net]	24.37	11.44	-
Other Current Liabilities	999.18	619.99	464.18
	<b>8,278.12</b>	<b>9,450.89</b>	<b>10,291.43</b>
<b>Total Equity and Liabilities</b>	<b>20,771.47</b>	<b>20,874.15</b>	<b>21,227.76</b>

**Restated Consolidated Statement of Profit and Loss**

(₹ In Lakhs)

Particulars	March 31,2022	March 31, 2021	March 31, 2020
<b>REVENUE</b>			
Revenue from Operations	21,272.26	18,497.75	15,312.84
Other Income	246.70	172.70	320.57
<b>Total Revenue (A)</b>	<b>21,518.95</b>	<b>18,670.45</b>	<b>15,633.41</b>
<b>EXPENDITURE</b>			
Purchase of Stock in Trade	2,036.84	3,523.89	5,587.79
Changes in Inventory	3,020.07	907.31	-1,293.19
Employee Benefits Expense	2,239.12	2,409.63	2,151.14
Finance Costs	578.68	889.41	816.57
Other Expenses	11,624.92	9,211.20	6,986.21
Depreciation & Amortisation expense	415.61	408.27	391.37
<b>Total Expenses (B)</b>	<b>19,915.24</b>	<b>17,349.72</b>	<b>14,639.89</b>
<b>Profit Before Exceptional Item and Tax [C = (A-B)]</b>	<b>1,603.72</b>	<b>1,320.73</b>	<b>993.52</b>
Less: Tax Expense:			
Current Tax	398.68	355.48	276.53
Earlier year	-	-	-
Deferred Tax	12.93	11.44	-
<b>Total (D)</b>	<b>411.61</b>	<b>366.92</b>	<b>276.53</b>
<b>Profir After Tax (C-D)</b>	<b>1,192.11</b>	<b>953.81</b>	<b>716.98</b>
<b>OTHER COMPREHENSIVE INCOME</b>			
Net other comprehensive income not to be reclassified to profit or loss in subsequent periods			
-Remeasurement Gain / (Loss)on defined benefit plan	-	-	-
Income tax relating to items that will not be reclassified to profit or loss			
-Deffered tax on OCI			
<b>Total Comprehensive Income for The Year, Net of Tax</b>	<b>1,192.11</b>	<b>953.81</b>	<b>716.98</b>
<b>Basic Earnings per Share of Face Value of Rs. 10 each (.)</b>	<b>8.08</b>	<b>6.47</b>	<b>4.86</b>
<b>Diluted Earnings per Share of Face Value of Rs. 10 each (.)</b>	<b>8.08</b>	<b>6.47</b>	<b>4.86</b>

**Restated Consolidated Statement of Cash Flows**

(₹ In Lakhs)

Particulars	March 31, 2022	March 31, 2021	March 31, 2020
<b>CASH FLOW FROM OPERATING ACTIVITIES:</b>			
<b>Net Profit before tax as per Statement of Profit and Loss</b>	1,603.72	1,320.73	993.52
Adjustment for:			
Depreciation/ Amortisation	415.61	408.27	391.37
Employee defined benefit plan expenses / Provisions	31.18	19.94	21.34
Interest Income	(109.85)	(108.14)	(107.20)
Interest Expenses	578.68	889.41	816.57
<b>Operating Profit before Working Capital Changes</b>			
Adjusted for :			
Other Current Assets (Excluding Advance Tax)	784.38	(398.53)	(191.43)
Other Financial Assets	(699.01)	(25.96)	456.87
Loans & Advances	(46.85)	15.18	(15.33)
Other Financial Liabilities	(509.77)	436.27	162.16
Inventories	3,020.07	907.31	(1,293.19)
Trade Receivable	(2,038.69)	(776.37)	586.12
Trade Payable	(1,137.60)	(990.08)	(233.70)
Provision	0.00	-	(283.50)
Other Current Liabilities	1,576.69	333.39	(73.05)
<b>Cash Generated from Operations</b>	<b>3,468.55</b>	<b>2,031.43</b>	<b>1,230.55</b>
Taxes refund / (paid) - (net)	(355.48)	-	(276.53)
<b>Net Cash from/(used in) Operating Activities (A)</b>	<b>3,113.07</b>	<b>2,031.43</b>	<b>954.02</b>
<b>CASH FLOW FROM INVESTING ACTIVITIES:</b>			
Investment	-	-	414.80
Purchase of Fixed Assets	(101.37)	(55.89)	(865.64)
Sale of Fixed Assets	25.47	17.95	10.71
Financial Investments	(526.37)	111.81	(171.23)
Interest Received	109.85	108.14	107.20
<b>Net Cash from Investing Activities (B)</b>	<b>(492.43)</b>	<b>182.02</b>	<b>(504.16)</b>
<b>CASH FLOW FROM FINANCING ACTIVITIES:</b>			
Long term borrowings	(1,319.52)	(1,448.11)	391.30
Interest expenses	(578.68)	(889.41)	(816.57)
<b>Net Cash from Financing Activities (C)</b>	<b>(1,898.19)</b>	<b>(2,337.52)</b>	<b>(425.27)</b>
<b>Net cash and cash equivalents (A + B + C)</b>	<b>722.45</b>	<b>(124.08)</b>	<b>24.58</b>
<b>Cash and cash equivalents at beginning of the period</b>	<b>1,453.57</b>	<b>1,577.64</b>	<b>1,553.06</b>
<b>Cash and cash equivalents at end of the period</b>	<b>2,176.02</b>	<b>1,453.57</b>	<b>1,577.64</b>
<b>Notes:-</b>			
1. Figures in bracket indicates cash outflow .			
2. Components of cash and cash equivalents at the year end comprise of;			
Balances with bank	46.88	2.91	107.82
Fixed deposits	2,125.40	1,447.10	1,457.72
Cash on hand	3.74	3.56	12.10
<b>Total</b>	<b>2,176.01</b>	<b>1,453.57</b>	<b>1,577.64</b>

## GENERAL INFORMATION

Our Company was originally incorporated as “Mundara Developers Private Limited” on June 15, 2005 at Mumbai, Maharashtra as a private limited company under the Companies Act, 1956 with the Registrar of Companies, Mumbai, Maharashtra. Subsequently, the name of our Company was changed to “RatanSingh & Bros Infrastructure Private Limited” vide special resolution passed by the shareholders of our Company in their meeting held on August 20, 2008 and a fresh Certificate of Incorporation consequent to the change of name of our Company was granted to our Company on January 19, 2009 by the Deputy Registrar of Companies, Mumbai, Maharashtra. Further, the name of our Company was changed to “R & B Infra Project Private Limited” vide special resolution passed by the shareholders of our Company in their meeting held on September 08, 2010 and a fresh Certificate of Incorporation dated October 29, 2010 was issued by the Deputy Registrar of Companies, Mumbai, Maharashtra. Subsequently, our Company was converted into Public Limited Company pursuant to special resolution passed by the shareholders of our Company in their meeting held on July 15, 2021 and the name of our Company was changed from “R & B Infra Project Private Limited” to “R & B Infra Project Limited” and a Fresh Certificate of Incorporation consequent upon conversion of Company to Public Limited dated August, 12, 2021 was issued by Registrar of Companies, Mumbai. For further details, please refer to the chapter “History and Certain Corporate Matters” beginning on page no. 125 of this Draft Red Herring Prospectus.

### REGISTERED OFFICE

#### R & B INFRA PROJECT LIMITED

B-1 Neela Apartments  
 S.V. Road, Opp Mandpeshwar Ind Estate,  
 Borivali (West) Mumbai-400092.  
**Tel:** 022-28957474/28958787  
**Email id:** compliance@rathoregroup.co  
**Website:** [www.rathoregroup.co.in](http://www.rathoregroup.co.in)  
**CIN:** U45200MH2005PLC154006  
**Registration No.:** 154006

### CORPORATE OFFICE

D/1, Ground Floor, Building No.6, Sat Kripa CHS Ltd.,  
 Near Natural Ice-Cream, Prem Nagar, Borivali (West),  
 Mumbai-400092, Maharashtra, India.

### ADDRESS OF THE ROC

#### REGISTRAR OF COMPANIES

100, Everest, Marine Drive,  
 Mumbai 400 002,  
**Tel:** +91- 22- 2281 2627 / 2202 0295/ 2284 6954  
**Website:** [www.mca.gov.in](http://www.mca.gov.in)

### Board of Directors

As on the date of this Draft Red Herring Prospectus, the Board of Directors of our Company comprises of the following:

Name	Designation	DIN	Residential Address
Ratansingh Rathore	Chairman and Managing Director	01774451	502/503, Sushila Apartment, Devidas Lane, Borivali west, Mumbai-400092, Maharashtra, India.
Rajkumarsingh Deora	Whole Time Director	03330174	A-402, Rajeshri Avenue Sidheshwar CHS, Jairaj Nagar, Behind Mahishmardini Temple, Borival, Mumbai 400092,

Name	Designation	DIN	Residential Address
			Maharashtra India
Roopkuwar Rathore	Non Executive Director	09564465	502/503, Sushila Apartment, Devidas Lane, Borivali west, Mumbai-400092, Maharashtra, India.
Keshav Rathi	Independent Director	07288145	Nandkishore Rathi pungal para taparyo ki gali, Jodhpur 342001, Rajasthan.
Ashima Chhatwal	Independent Director	09157529	F-42, Upper Second Floor, Vishnu Garden, Near Mangal Bazar, Tilak Nagar, West Delhi-110018, India.
Mahipal Shethiya	Independent Director	09746350	704-A, Shiv Krupa Building, Rani Sati Marg, Opp. Rokadiya Hanuman Mandir, Dhanjiwadi, Mumbai 400097, Maharashtra, India.

For further details of our Directors, please see “Our Management” on page no. 133 of this Draft Red Herring Prospectus.

#### CHIEF FINANCIAL OFFICER

Sureshkumar Jain is our Chief Financial Officer. The contact details are set forth below:

Sureshkumar Jain  
 D/1, Ground Floor, Building No.6, Sat Kripa CHS Ltd.,  
 Near Natural Ice-Cream, Prem Nagar, Borivali (West),  
 Mumbai-400092, Maharashtra, India.  
**Tel:** 022-28957474/28958787  
**Email id:** [compliance@rathoregroup.co](mailto:compliance@rathoregroup.co)

#### COMPANY SECRETARY AND COMPLIANCE OFFICER

Avani Harikantra is our Company Secretary and Compliance Officer. The contact details are set forth below:

Avani Harikantra  
 D/1, Ground Floor, Building No.6, Sat Kripa CHS Ltd.,  
 Near Natural Ice-Cream, Prem Nagar, Borivali (West),  
 Mumbai-400092, Maharashtra, India.  
**Tel:** 022-28957474/28958787  
**Email id:** [compliance@rathoregroup.co](mailto:compliance@rathoregroup.co)

#### Investor Grievances

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

All Issue related grievances, other than of Anchor Investors may be addressed to the Registrar to the Issue, with a copy to the relevant Designated Intermediary with whom the Bid cum Application Form was submitted, giving full details such as name of the sole or First Bidder, Bid cum Application Form number, Bidder’s DP ID, Client ID, PAN, address of Bidder, number of Equity Shares applied for, ASBA Account number in which the amount equivalent to the Bid Amount was blocked or the UPI ID (for Retail Individual Investors who make the payment of Bid Amount through the UPI Mechanism), date of Bid cum Application Form and the name and address of the relevant Designated Intermediary

where the Bid was submitted. Further, the Bidder shall enclose the Acknowledgment Slip or the application number from the Designated Intermediary in addition to the documents or information mentioned hereinabove. All grievances relating to Bids submitted through Registered Brokers may be addressed to the Stock Exchanges with a copy to the Registrar to the Issue.

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 relating to Bids submitted with Registered Brokers may be addressed to the Stock Exchanges, with a copy to the Registrar to the Issue. Further, Bidders shall also enclose a copy of the Acknowledgment Slip received from the Designated Intermediaries in addition to the information mentioned hereinabove.

#### **BOOK RUNNING LEAD MANAGERS**

##### **ARYAMAN FINANCIAL SERVICES LIMITED**

60, Khatau Building, Ground Floor,  
Alkesh Dinesh Modi Marg, Opp. P. J. Towers (BSE Building),  
Fort, Mumbai – 400 001  
**Tel No.:** +91 – 22 – 6216 6999  
**Email:** ipo@afsl.co.in  
**For Investor Grievances:** feedback@afsl.co.in  
**Website:** www.afsl.co.in  
**Contact Person:** Ankit Agarwal /Deepak Biyani  
**SEBI Registration No.:** INM000011344

#### **REGISTRAR TO THE ISSUE**

##### **BIGSHARE SERVICES PRIVATE LIMITED**

Office No S6-2, 6th Floor, Pinnacle Business Park,  
Next to Ahura Centre, Mahakali Caves Road, Andheri (East)  
Mumbai – 400093  
**Tel:** +91 – 22 – 6263 8200  
**Email:** ipo@bigshareonline.com  
**Website:** www.bigshareonline.com  
**Investor Grievance Email:** investor@bigshareonline.com;  
**Contact Person:** Babu Raphael  
**SEBI Registration No.:** INR000001385

#### **LEGAL COUNSEL TO THE ISSUE**

##### **M/S. KANGA & COMPANY (ADVOCATES & SOLICITORS)**

Readymoney Mansion,  
43, Veer Nariman Road,  
Mumbai – 400 001  
**Tel No.:** +91 – 22 – 6623 0000, +91 – 22 – 6633 2288  
**Fax No.:** +91 – 22 – 6633 9656 / 57  
**Contact Person:** Chetan Thakkar  
**Email:** chetan.thakkar@kangacompany.com  
**Website:** [www.kangacompany.com](http://www.kangacompany.com)

#### **STATUTORY AUDITORS AND PEER REVIEWED AUDITOR TO OUR COMPANY**

##### **DGMS & Co. ., CHARTERED ACCOUNTANTS**

Office No. 10, VihangVihar, Opp. Gautam Park Building,  
Panchpakhadi, Thane West  
**Tel:** + 91-9824231214

**Email:** doshimaru.andheri@gmail.com  
**Contact Person:** Hiren Jayantilal Maru  
**Membership No.:** 115279  
**Firm Registration No.:** 0112187W  
**Peer Review No:** 010830

### Changes in the Auditors

Except as mentioned below, there has been no change in the auditors of our Company during last 3 years.

Sr. No.	Date of Change	From	To	Reason for change
1.	September 01, 2021	<b>M/s. Shah &amp; Rathod</b> 10, Ground Floor, Kamal Van CHS Ltd, Dahanukarwadi, M.G. Road, Link Road Junction, Kandivali (West), Mumbai-400067 <b>Tel:</b> +91 8652212687/+91 8356952946 <b>Email:</b> shahnathod@gmail.com <b>Contact Person:</b> Hitesh Rathod <b>Membership No.:</b> 142857 <b>Firm Registration No.:</b> 136741W <b>Peer Review No.:</b> N. A.	<b>M/s. D G M S &amp; Co.</b> Office No. 10, Vihang Vihar, Opp. Gautam Park Building, Panchpakhadi, Thane West, Thane – 400 602 <b>Tel:</b> + 91 – 98242 31214 <b>Email:</b> doshimaru.andheri@gmail.com <b>Contact Person:</b> Shashank Doshi <b>Membership No.:</b> 108456 <b>Firm Registration No.:</b> 0112187W <b>Peer Review No:</b> 010830	Due to preoccupation

### BANKERS TO OUR COMPANY

**Bharat Co-operative Bank (Mumbai) Ltd.**  
 Shop No. 6 to 8, Mandapeshwar Indl Premises Co-op Society Ltd,  
 SVP Road, Borivali West, Mumbai-400092  
**Tel No.:** 28926300, 28906679  
**Email Id:** borivli@bharatbank.co.in  
**Website:** www.bharatbank.co.in

**Kotak Mahindra Bank Ltd**  
 Kotak Infiniti, 4<sup>th</sup> Floor, Building No. 21, Infiniti Park,  
 Off. Western Express Highway, General A.K. Vaidya Marg,  
 Malad (East), Mumbai-400097  
**Tel No.:** 9082855783  
**Email Id:** jayesh.sharma1@kotak.com  
**Website:** www.kotak.com

### BANKER(S) TO THE ISSUE

[•]

### SPONSOR BANK(S)

[•]

### SYNDICATE MEMBER(S)

[•]

### STATEMENT OF INTER SE ALLOCATION OF RESPONSIBILITIES FOR THE ISSUE

Aryaman Financial Services Limited (AFSL) is the sole Book Running Lead Manager (BRLM) to the issue and all the responsibilities relating to co-ordination and other activities in relation to the Issue shall be performed by them. A statement of inter se allocation of responsibilities among Lead Manager is not applicable.

## **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 RII using the UPI Mechanism), not Bidding through Syndicate/Sub Syndicate or through a Registered Broker, may submit the ASBA Forms, is available at the above mentioned link, and at such other websites as may be prescribed by SEBI from time to time.

Further, the branches of the SCSBs where the Designated Intermediaries could submit the ASBA Form of Bidders is provided on the website of SEBI at <https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognised=yes> which may be updated from time to time or at such other website as may be prescribed by SEBI from time to time.

### **Self-Certified Syndicate Banks enabled for UPI**

In accordance with circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28, 2019, circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019 and SEBI Circular no. SEBI/HO/CFD/DIL2/P/CIR/P/2022/45 dated April 5, 2022 issued by the SEBI, UPI Bidders using the UPI Mechanism may apply through the SCSBs and mobile applications whose names appears on the website of the SEBI at [www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=40](http://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=40), as updated from time to time. A list of SCSBs and mobile applications, which are live for applying in public issues using UPI Mechanism is provided on the website of the SEBI at [www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=40](http://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=40) and [www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=43](http://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=43), respectively.

### **Syndicate SCSB Branches**

In relation to Bids 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 <http://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognised=yes&intmId=35>, which may be and 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 <http://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognised=yes&intmId=35> or any such other website as may be prescribed by SEBI from time to time

### **Broker Centres/ Designated CDP Locations/ Designated RTA Locations**

In accordance with circular no. CIR/CFD/14/2012 dated October 4, 2012 and circular no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015, issued by SEBI, Bidders (other than Anchor Investors) can submit Bid cum Application Forms with the Registered Brokers at the Broker Centres, CDPs at the Designated CDP Locations or the RTAs at the Designated RTA Locations, respective lists of which, including details such as address and telephone number, are available at the websites of the Stock Exchanges at [www.bseindia.com](http://www.bseindia.com) and [www.nseindia.com](http://www.nseindia.com) and at the website of SEBI at [www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=34](http://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=34). The list comprising the details of branches of the SCSBs at the Broker Centres, named by the respective SCSBs to receive deposits of the Bid cum Application Forms from the Registered Brokers will be available on the website of the SEBI at [www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=34](http://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=34) and updated from time to time.

### **Monitoring Agency**

Since the proceeds from the Fresh Issue does not exceed ₹ 10,000 Lakhs in terms of Regulation 41 of the SEBI ICDR Regulations, our Company is not required to appoint a monitoring agency for the purposes of this Issue.

### **Experts**

Our Company has received written consent dated September 22, 2022 from M/s. DGMS & Co., Chartered Accountants, to include their name as required under section 26 of the Companies Act, 2013 read with SEBI ICDR Regulations, in this Draft Red Herring Prospectus, and as an “expert” as defined under section 2(38) of the Companies Act, 2013 to the

extent and in their capacity as our Statutory Auditors, and in respect of their (i) examination report, dated September 22, 2022 on our Restated Financial Statements; and (ii) their report dated September 22, 2022 on the Statement of Tax Benefits in this Draft Red Herring Prospectus and such consent has not been withdrawn as on the date of this Draft Red Herring Prospectus. However, the term “expert” shall not be construed to mean an “expert” as defined under the U.S. Securities Act.

### **Appraising Entity**

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

### **Credit Rating**

As the Issue is of Equity Shares, the appointment of a credit rating agency is not required.

### **IPO Grading**

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

### **Trustees**

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

### **Green Shoe Option**

No green shoe option is applicable for this Issue

### **Filing of Draft Red Herring Prospectus**

A copy of this Draft Red Herring Prospectus has been filed with the Securities Exchange Board of India at Corporation Finance Department, SEBI Bhavan, Plot No.C4-A, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051 and electronically on the platform provided by SEBI.

A copy of the Red Herring Prospectus, along with the material contract and documents required to be filed under Section 32 of the Companies Act, 2013 would be delivered for registration to the RoC and a copy of the Prospectus to be filed under Section 26 of the Companies Act, 2013 would be delivered for registration with RoC at the office of the Registrar of Companies located at 100, Everest, 5th Floor, Marine Drive, Mumbai – 400 002

### **BOOK BUILDING PROCESS**

Book Building Process, in the context of the Issuer, refers to the process of collection of Bids from investors on the basis of the Red Herring Prospectus, the Bid cum Application Forms and the Revision Forms within the Price Band. The Price Band and minimum bid lot size will be decided by our Company in consultation with the BRLMs, and advertised in all editions of the English National Daily Newspaper [●], all editions of the Hindi National Daily Newspaper [●] and Mumbai edition of the Marathi Daily Newspaper [●] (Marathi being the regional language of Maharashtra, where the Registered Office of our Company is located), each with wide circulation, at least two Working Days prior to the Bid/ Issue Opening Date and shall be made available to the Stock Exchanges for the purpose of uploading on their respective websites. The Issue Price shall be determined by our Company, Promoter Selling Shareholder and the investor selling shareholder in consultation with the BRLM after the Bid/Issue Closing Date. For further details, please refer to the section titled “*Issue Procedure*” on page no. 239 of this Draft Red Herring Prospectus.

All Bidders (except Anchor Investors) shall mandatorily participate in the Issue only through the ASBA process. Pursuant to the UPI Circulars, UPI Bidders may also participate in this Issue through UPI in the ASBA process. In accordance with the SEBI ICDR Regulations, QIBs bidding in the QIB Portion and Non-Institutional Bidders bidding in the Non-Institutional Portion are not allowed to withdraw or lower the size of their Bids (in terms of the quantity of the Equity Shares or the Bid Amount) at any stage. Retail Individual Bidders can revise their Bids during the Bid/ Issue Period and withdraw their Bids until the Bid/ Issue Closing Date.

Each Bidder by submitting a Bid in Issue, will be deemed to have acknowledged the above restrictions and the terms of the Issue. Additionally, allotment to each Non-Institutional Bidder shall not be less than the minimum application size,

subject to the availability of Equity Shares in the Non -Institutional Portion, and the remaining Equity Shares, if any, shall be allotted on a proportionate basis.

Our Company will comply with the SEBI ICDR Regulations and any other directions issued by SEBI in relation to this Issue. In this regard, our Company has appointed the BRLM to manage this Issue and procure Bids for this Issue. The Book Building Process is in accordance with guidelines, rules and regulations prescribed by SEBI and are subject to change from time to time. Bidders are advised to make their own judgment about an investment through this process prior to submitting a Bid.

Bidders should note that the Issue is also subject to obtaining final approval from ROC after the Prospectus is filed the ROC and final listing and trading approvals from the Stock Exchanges, which the Exchange shall apply for after Allotment.

For further details on the method and procedure for Bidding, please see “*Issue Procedure*” on page no. 239 of this Draft Red Herring Prospectus.

### **Illustration of Book Building and Price Discovery Process**

For an illustration of the Book Building Process and the price discovery process, see “*Issue Procedure*” on page no. 239 of this Draft Red Herring Prospectus.

### **Underwriting Agreement**

After the determination of the Issue Price, but prior to the filing of the Prospectus with the RoC, our Company intend to enter into the Underwriting Agreement with the Underwriters for the Equity Shares proposed to be issued and offered in the Issue. Pursuant to the terms of the Underwriting Agreement, the obligations of each of the Underwriters will be several and will be subject to certain conditions specified therein

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

*(This portion has been intentionally left blank and will be completed before filing the Prospectus with the RoC)*

<b>Name, Address, Telephone Number and Email Address of the Underwriters</b>	<b>Indicative Number of Equity Shares to be Underwritten</b>	<b>Amount Underwritten (in ₹ lakhs)</b>
[●]	[●]	[●]

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

In the opinion of our Board of Directors (based on representations made to our Company by the Underwriters), the resources of the Underwriters are sufficient to enable them to discharge their respective underwriting obligations in full. The Underwriters are registered with the SEBI under Section 12(1) of the SEBI Act or registered as brokers with the Stock Exchange(s). Our Board of Directors, at its meeting held on [●], 2022, approved the acceptance and entering into the Underwriting Agreement mentioned above on behalf of our Company.

Notwithstanding the above table, the Underwriters shall be severally responsible for ensuring payment with respect to the Equity Shares allocated to investors respectively procured by them in accordance with the Underwriting Agreement. In the event of any default in payment, the respective Underwriter, in addition to other obligations defined in the Underwriting Agreement, will also be required to procure purchasers for or purchase the Equity Shares to the extent of the defaulted amount in accordance with the Underwriting Agreement. The Underwriting Agreement has not been executed as on the date of this Draft Red Herring Prospectus and will be executed after determination of the Issue Price and allocation of Equity Shares, but prior to the filing of the Prospectus with the RoC. The extent of underwriting obligations and the Bids to be underwritten in the Issue shall be as per the Underwriting Agreement.

## CAPITAL STRUCTURE

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

(₹ in lakhs, except share data)

Sr. No.	Particulars	Aggregate Value at Nominal Value	Aggregate Value at Issue Price <sup>(3)</sup>
<b>A</b>	<b>Authorised Share Capital</b>		
	1,90,00,000 Equity Shares of face value of ₹ 10 each	1,900.00	--
<b>B</b>	<b>Issued, Subscribed and Paid-up Share Capital before the Issue</b>		
	1,47,50,550 Equity Shares of face value of ₹ 10 each	1,475.06	--
<b>C</b>	<b>Present Issue in terms of this Draft Red Herring Prospectus<sup>(1)</sup></b>		
	Issue of up to up to 50,00,000 Equity Shares of face value of ₹ 10 each aggregating to ₹ [●] lakhs	500.00	[●]
	(i) Fresh Issue of upto 35,00,000 Equity Shares of face value of ₹ 10 each	350.00	[●]
	(ii) Offer for Sale of up to 15,00,000 Equity Shares of face value of ₹ 10 each <sup>(2)</sup>	150.00	[●]
<b>D</b>	<b>Issued, Subscribed and Paid-up Share Capital after the Issue</b>		
	1,82,50,550 Equity Shares of face value of ₹ 10 each	1825.05	--
<b>E</b>	<b>Securities Premium Account</b>		
	Before the Issue (as of the date of this Draft Red Herring Prospectus)		1,820.73
	After the Issue <sup>(3)</sup>		[●]

<sup>(1)</sup> The present Issue has been authorised by a resolution of the Board of Directors dated September 09, 2022 and by a resolution of the shareholders of our Company in the Extra Ordinary General Meeting held on September 16, 2022.

<sup>(2)</sup> The Selling Shareholder has, confirmed that its portion of the Offered Shares has been held by it for a period of at least one year prior to filing of this Draft Red Herring Prospectus and is eligible for the Offer for Sale in accordance with the provisions of the SEBI ICDR Regulations. The Board of Directors has taken on record the approval for the Offer for Sale by Selling Shareholder pursuant to the resolution passed at its meeting held on September 09, 2022 For further information, see "The Issue" and "Other Regulatory and Statutory Disclosures" on page nos. 50 and 220 of this Draft Red Herring Prospectus, respectively.

<sup>(3)</sup> To be finalised upon determination of the Issue Price.

### NOTES TO CAPITAL STRUCTURE

#### 1. Share Capital History of our Company

The following table sets forth the history of the equity share capital of our Company:

Date of Allotment of Equity Shares	No. of Equity Shares	Face Value (₹)	Issue Price (₹)	Nature / Reason of Allotment	Nature of Consideration	Cumulative No. of Equity Shares	Cumulative Paid Up Share Capital (₹)
On Incorporation	10,000	10	10	Subscription to MoA <sup>(1)</sup>	Cash	10,000	1,00,000
August 29, 2009	1,70,000	10	10	Further Allotment <sup>(2)</sup>	Cash	1,80,000	18,00,000
October 26, 2009	1,57,500	10	50	Further Allotment <sup>(3)</sup>	Cash	3,37,500	33,75,000
April 01, 2011	14,07,500	10	10	Further Allotment <sup>(4)</sup>	Other than Cash	17,45,000	1,74,50,000

Date of Allotment of Equity Shares	No. of Equity Shares	Face Value (₹)	Issue Price (₹)	Nature / Reason of Allotment	Nature of Consideration	Cumulative No. of Equity Shares	Cumulative Paid Up Share Capital (₹)
April 1, 2011	110	10	260	Further Allotment <sup>(5)</sup>	Other than Cash	17,45,110	1,74,51,100
August 31, 2011	30,000	10	10	Further Allotment <sup>(6)</sup>	Other than Cash	17,75,110	1,77,51,100
November 08, 2011	11,75,000	10	260	Further Allotment <sup>(7)</sup>	Other than Cash	29,50,110	2,95,01,100
July 08, 2021	1,18,00,440	10	Nil	Bonus Issue <sup>(8)</sup>	Other than Cash	1,47,50,550	14,75,05,500

<sup>(1)</sup> Initial subscription to the Memorandum of Association by Ratansingh Rathore and Sanjaykunver Rathore of 5,000 Equity Shares each of face value of ₹ 10/- each.

<sup>(2)</sup> Further Allotment of 1,70,000 Equity Shares of face value of ₹ 10/- each was made of which 50,000 Equity Shares were allotted to Ratansingh Rathore, 50,000 Equity Shares to Sanjaykunver Rathore, 10,000 Equity Shares to Ratansingh Motisingh Rathore HUF, 10,000 Equity Shares to Motisingh Rathore, 10,000 Equity Shares to Hanskunwar Rathore, 10,000 Equity Shares to Anukunwar Rathore, 10,000 Equity Shares to Mangalsingh Motisingh Rathore HUF, 10,000 Equity Shares to Panchamkunwar Rathore and 10,000 Equity Shares to Rajkuwar Rathore.

<sup>(3)</sup> Further Allotment of 1,57,500 Equity Shares of face value of ₹ 10/- each of which 50,000 Equity Shares were allotted to Synopsis Financial Service Limited, 50,000 Equity Shares to Bhutnath Agency Private Limited and 57,500 Equity Shares to Triangular Infocom Limited.

<sup>(4)</sup> Further Allotment of 14,07,500 Equity Shares of face value of ₹ 10/- each to Ratansingh Rathore pursuant to conversion of unsecured loan on rights basis.

<sup>(5)</sup> Further Allotment of 110 Equity Shares of face value of ₹ 10 each of which 10 Equity Shares were allotted to Aditya Financial Consultants Private Limited, 10 Equity Shares to Coral Venture Private Limited, 10 Equity Shares to Lotus Construction Builders & Developers, 10 Equity Shares to Motisingh Bhoorsingh Rathore HUF, 10 Equity Shares to Rajkumarsingh Deora, 10 Equity Shares to Ranjeetsingh Deora, 10 Equity Shares to Ranjeethsingh Deora HUF, 10 Equity Shares to Ratansingh Rathore (Ratansingh & Bros Partnersjip Firm ), 10 Equity Shares to Sraddah Vyapaar Private Limited, 10 Equity Shares to Ratansingh Rathore (Ratansingh Hirawati JV) and 10 Equity Shares to Ratansingh Rathore (Ratansingh KR Rajdeep Consortium) pursuant to conversion of unsecured loan.

<sup>(6)</sup> Further Allotment of 30,000 Equity Shares of face value of ₹ 10 each to Ratansingh Rathore pursuant to conversion of unsecured loan.

<sup>(7)</sup> Further Allotment of 11,75,000 Equity shares of face value of ₹. 10 each of which 10,000 Equity Shares were allotted to Sanjaykunvar Rathore, 45,000 Equity Shares to Motisingh Rathore, 30,000 Equity Shares to Anukunwar Rathore, 65,000 Equity Shares to Rajkunwar Rathore, 3,50,000 Equity Shares to Aditya Financial Consultants Private Limited, 5,00,000 Equity Shares to Coral Venture Private Limited, 5,000 Equity Shares to Rajkumarsingh Deora, 15,000 Equity Shares to Ranjeethsingh Deora HUF and 1,40,000 Equity Shares to Sraddah Vyapaar Private Limited pursuant to conversion of unsecured loan.

<sup>(8)</sup> Pursuant to the EGM held on June 21, 2021, our Company has allotted 1,18,00,440 fully paid-up Equity Shares of ₹ 10 each as bonus shares to the existing equity shareholders in the ratio of 4 (Four) Equity Shares for every 1 (One) Equity Share held by them, by capitalizing Reserves and Surplus.

## 2. Details of Equity shares issue for consideration other than cash:

Except as set out below, we have not issued any Equity Shares for consideration other than cash:

Date of Allotment	Number of Equity Shares	Face Value (₹)	Issue Price (₹)	Reason of Allotment	Benefit accrued to Company
April 01, 2011	14,07,500	10	10	Further Allotment <sup>(1)</sup>	Conversion of Credit Balance laying in the books of account of Company
April 1, 2011	110	10	260	Further Allotment <sup>(2)</sup>	Conversion of Credit Balance laying in the books of account of Company

Date of Allotment	Number of Equity Shares	Face Value (₹)	Issue Price (₹)	Reason of Allotment	Benefit accrued to Company
August 31, 2011	30,000	10	10	Further Allotment <sup>(3)</sup>	Conversion of Credit Balance laying in the books of account of Company
November 08, 2011	11,75,000	10	260	Further Allotment <sup>(4)</sup>	Conversion of Credit Balance laying in the books of account of Company
July 08, 2021	1,18,00,440	10.00	NA	Bonus Issue <sup>(5)</sup>	Capitalization of Reserves and surplus

<sup>(1)</sup> Further Allotment of 14,07,500 Equity Shares of face value of ₹ 10/- each to Ratansingh Rathore pursuant to conversion of unsecured loan on rights basis.

<sup>(2)</sup> Further Allotment of 110 Equity Shares of face value of ₹ 10 each of which 10 Equity Shares were allotted to Aditya Financial Consultants Private Limited, 10 Equity Shares to Coral Venture Private Limited, 10 Equity Shares to Lotus Construction Builders & Developers, 10 Equity Shares to Motisingh Bhoorsingh Rathore HUF, 10 Equity Shares to Rajkumarsingh Deora, 10 Equity Shares to Ranjeetsingh Deora, 10 Equity Shares to Ranjeethsingh Deora HUF, 10 Equity Shares to Ratansingh Rathore (Ratansingh & Bros Partnersjip Firm ),10 Equity Shares to Sraddah Vyapaar Private Limited, 10 Equity Shares to Ratansingh Rathore (Ratansingh Hirawati JV) and 10 Equity Shares to Ratansingh Rathore (Ratansingh KR Rajdeep Consortium) pursuant to conversion of unsecured loan.

<sup>(3)</sup> Further Allotment of 30,000 Equity Shares of face value ₹f 10 each to Ratansingh Rathore pursuant to conversion of unsecured loan.

<sup>(4)</sup> Further Allotment of 11,75,000 Equity shares of face value of ₹. 10 each of which 10,000 Equity Shares were allotted to Sanjaykunwar Rathore, 45,000 Equity Shares to Motisingh Rathore, 30,000 Equity Shares to Anukunwar Rathore, 65,000 Equity Shares to Rajkunwar Rathore, 3,50,000 Equity Shares to Aditya Financial Consultants Private Limited, 5,00,000 Equity Shares to Coral Venture Private Limited, 5,000 Equity Shares to Rajkumarsingh Deora, 15,000 Equity Shares to Ranjeethsingh Deora HUF and 1,40,000 Equity Shares to Sraddah Vyapaar Private Limited pursuant to conversion of unsecured loan.

<sup>(5)</sup> Bonus Allotment of 1,18,00,440 Equity shares of face value of ₹ 10 each of which 67,60,000 Equity Shares were allotted to Ratansingh Rathore, 4,40,080 Equity shares were allotted to Sanjaykunver Rathore, 40,000 Equity Shares allotted to Ratansingh Motisingh Rathore HUF, 2,20,000 Equity Shares were allotted to Motisingh Rathore, 3,00,000 Equity Shares were allotted to Rajkunwar Rathod, 14,00,040 Equity Shares to Aditya Financial Consultants Private Limited, 20,00,040 Equity Shares to Coral Venture Private Limited, 40 Equity Shares were allotted to Lotus Construction Builders & Developers, 60,040 Equity Shares to Motisingh Bhoorsingh Rathore HUF, 20,040 Equity Shares were allotted to Rajkumarsingh Deora, 40 Equity Shares were allotted to Ratansingh Rathore (Ratansing & Bros. Partnership Firm), 5,60,040 Equity Shares were allotted to Sraddah Vyapaar Private Limited, 40 Equity Shares were allotted to Ratansingh Rathore (Ratansingh Hirawati JV), 40 Equity Shares were allotted to Ratansingh Rathore (Ratansingh Kr. Rajdeep Consortium)

3. As on the date of this Draft Red Herring Prospectus, our Company has not allotted any Equity Shares pursuant to any scheme approved under the provisions of Sections 391-394 of the Companies Act, 1956 and Sections 230 to 240 of the Companies Act, 2013.

4. We have not re-valued our assets since inception and have not issued any Equity Shares (including bonus shares) by capitalizing any revaluation reserves.

5. Our Company has not issued any shares pursuant to an Employee Stock Option Scheme.

**6. Issue of Equity Shares at price that may be lower than the Issue Price during the preceding 1 (one) year**

As on the date of this Draft Red Herring Prospectus our Company has not issued any Equity Shares at a price lower than the Issue Price during a period of one year preceding the date of this Draft Red Herring Prospectus.

## 7. Shareholding Pattern of our Company

a) The following is the shareholding pattern of the Company as on the date of this Draft Red Herring Prospectus

	Category of Share- holder (II)	No. of Share-holder (III)	No. of fully paid-up equity shares held (IV)	No. of Partly paid-up equity shares held (V)	No. of shares Underlying Depository Receipts (VI)	Total Nos. Shares held (VII) = (IV) + (V) + (VI)	Share holding as a % of total No. 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)				No of Underlying Outstanding Convertible securities (incl. Warrants) (X)	Share Holding as a % assuming Full convertible securities (as a % of Diluted Share Capital) (XI)=(VII)+(X) As a % of (A+B+C2)	Number of Locked In shares (XII)		No. of shares Pledged Or Otherwise encumbered (XIII)		No. of Equity shares held in De-mat form (XIV)
								No of voting Right			Total As a %of(A+B+C)			No (a)	As a %of total shares held (b)	No (a)	As a % of total shares held (b)	
								Class-Equity	Class	Total								
A	Promoter & Promoter Group	7	1,47,50,550	-	-	1,47,50,550	100.00%	1,47,50,550	-	1,47,50,550	100.00%	-	100.00%	-	-	-	-	1,47,50,550
B	Public	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
C	Non Promoter Non Public	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
C1	Shares Underlying DRs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
C2	Shares held by Employee Trusts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	<b>Total</b>	<b>7</b>	<b>1,47,50,550</b>	<b>-</b>	<b>-</b>	<b>1,47,50,550</b>	<b>100.00%</b>	<b>1,47,50,550</b>	<b>-</b>	<b>1,47,50,550</b>	<b>100.00%</b>	<b>-</b>	<b>100.00%</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,47,50,550</b>

Notes:

1. As on date of this Draft Red Herring Prospectus 1 Equity Share holds 1 vote.
2. Our Company shall file the shareholding pattern in the prescribed form prescribed under Regulation 31 of SEBI (LODR), 2015 one day prior to the listing of the Equity Shares.
3. In terms of SEBI circular bearing no. CIR/ISD/3/2011 dated June 17, 2011 and SEBI circular bearing no. SEBI/CIR/ISD/05/2011 dated September 30, 2011 our Company has ensured that the Equity Shares held by the Promoter / members of the Promoter Group are dematerialized.

- b) Set forth below is a list of Shareholders holding 1% or more of the paid-up Share Capital of our Company as on the date of this Draft Red Herring Prospectus.

Sr. No.	Name of the Shareholder	No. of Shares	Percentage of Pre-Issue Share Capital (%)
1.	Ratansingh Rathore	84,50,200	57.29%
2.	Coral Venture Private Limited	25,00,050	16.95%
3.	Aditya Financial Consultants Private Limited	17,50,050	11.86%
4.	Sanjaykunver Rathore	13,00,100	8.81%
5.	Sraddah Vyapar Private Limited	7,00,050	4.75%
<b>TOTAL</b>		<b>1,47,00,450</b>	<b>99.66%</b>

- c) Set forth below is a list of Shareholders holding 1% or more of the paid-up Share Capital of our Company two years prior the date of this Draft Red Herring Prospectus.

Sr. No.	Name of the Shareholder	No. of Shares	Percentage of Pre-Issue Share Capital (%)
1.	Ratansingh Rathore	16,90,000	57.29%
2.	Coral Venture Private Limited	5,00,010	16.95%
3.	Aditya Financial Consultants Private Limited	3,50,010	11.86%
4.	Sraddah Vyapar Private Limited	1,40,010	4.75%
5.	Sanjaykunver Rathore	1,10,020	3.73%
6.	Rajkunwar Rathore	75,000	2.54%
7.	Motisingh Rathore	55,000	1.86%
<b>Total</b>		<b>29,20,050</b>	<b>98.98%</b>

- d) Set forth below is a list of Shareholders holding 1% or more of the paid-up Share Capital of our Company one years prior the date of this Draft Red Herring Prospectus.

Sr. No.	Name of the Shareholder	No. of Shares	Percentage of Pre-Issue Share Capital (%)
1.	Ratansingh Rathore	84,50,200	57.29%
2.	Coral Venture Private Limited	25,00,050	16.95%
3.	Aditya Financial Consultants Private Limited	17,50,050	11.86%
4.	Sraddah Vyapar Private Limited	7,00,050	4.75%
5.	Sanjaykunver Rathore	5,50,100	3.73%
6.	Rajkunwar Rathore	3,75,000	2.54%
7.	Motisingh Rathore	2,75,000	1.86%
<b>Total</b>		<b>1,46,00,450</b>	<b>98.98</b>

- e) Set forth below is a list of Shareholders holding 1% or more of the paid-up Share Capital of our Company ten days prior to date of this Draft Red Herring Prospectus.

Sr. No.	Name of the Shareholder	No. of Shares	Percentage of Pre-Issue Share Capital (%)
1.	Ratansingh Rathore	84,50,200	57.29%
2.	Coral Venture Private Limited	25,00,050	16.95%
3.	Aditya Financial Consultants Private Limited	17,50,050	11.86%
4.	Sanjaykunver Rathore	13,00,100	8.81%
5.	Sraddah Vyapar Private Limited	7,00,050	4.75%
<b>Total</b>		<b>1,47,00,450</b>	<b>99.66%</b>

- f) Our Company has not issued any warrants, convertible debentures, loan or any other instrument which would entitled the shareholders to equity shares upon exercise or conversion.

- g) Our Company has not made any public issue (including any rights issue to the public) since its incorporation.

8. Except as disclosed in this Draft Red Herring Prospectus, our Company does not have any intention or proposal to alter our capital structure within a period of 6 months from the date of opening of the Issue by way of

split/consolidation of the denomination of Equity Shares or further issue of Equity Shares (including issue of securities convertible into exchangeable, directly or indirectly, for our Equity Shares) whether preferential or bonus, rights, further public issue or qualified institutions placement or otherwise. However, our Company may further issue Equity Shares (including issue of securities convertible into Equity Shares) whether preferential or otherwise after the date of the opening of the Issue to finance an acquisition, merger or joint venture or for regulatory compliance or such other scheme of arrangement or any other purpose as the Board may deem fit, if an opportunity of such nature is determined by its Board of Directors to be in the interest of our Company.

## 9. Shareholding of our Promoters

### a) Build-up of the shareholding of our Promoters:

Date of Allotment / Transfer	Nature of Issue / Transaction	Nature of Consideration	No. of Equity Shares	FV (₹)	Acquisition / Transfer Price (₹)	% of Pre Issue Equity Share Capital	% of Post Issue Share Capital <sup>(2)</sup>
<b>Ratansingh Rathore<sup>(1)</sup></b>							
On Incorporation	Subscription to MOA	Cash	5,000	10	10	0.03%	0.03%
August 29, 2009	Further Allotment	Cash	50,000	10	10	0.34%	0.27%
April 1, 2011	Further Allotment	Other than Cash	14,07,500	10	10	9.54%	7.71%
August 10, 2011	Transfer	Cash	1,57,500	10	10	1.07%	0.86%
August 31, 2011	Further Allotment	Other than Cash	30,000	10	10	0.20%	0.16%
March 23, 2015	Gift	Other than Cash	40,000	10	NA	0.27%	0.22%
July 08, 2021	Bonus Issue	Other than Cash	67,60,000	10	NA	45.83%	37.04%

<sup>(1)</sup> Out of the total shareholding of Ratansingh Rathore, up to 15,00,000 equity shares are offered as part of Offer for Sale.

<sup>(2)</sup> Subject to finalization of basis of allotment.

### Notes:

- None of the shares belonging to our Promoter has been pledged till date.
- The entire Promoter's shares shall be subject to lock-in from the date of allotment of the equity shares issued through the Draft Red Herring Prospectus for periods as per applicable Regulations of the SEBI (ICDR) Regulations.
- Our Promoter has confirmed to the Company and the BRLM that the Equity Shares held by our Promoter has been financed from his personal funds and no loans or financial assistance from any bank or financial institution has been availed by them for this purpose.
- All the shares held by our Promoter, are fully paid-up on the respective dates of acquisition of such shares.

### b) Pre- Issue and Post- Issue Shareholding of our Promoter and Promoter Group:

Provided below are details of Equity Shares held by our Promoter and the members of our Promoter Group as on the date of this Draft Red Herring Prospectus:

Sr. No.	Category of Promoter	Pre-Issue		Post- Issue	
		No. of Equity Shares	Percentage of pre- issue capital (%)	No. of Equity Shares	Percentage of post- issue capital (%)*
<b>A. Promoters</b>					
1.	Ratansingh Rathore	84,50,200	57.29%	69,50,200	38.08%
<b>B. Promoter Group (as per defined by Reg. 2(1)(pp) of SEBI ICDR Regulations)</b>					

Sr. No.	Category of Promoter	Pre-Issue		Post- Issue	
		No. of Equity Shares	Percentage of pre- issue capital (%)	No. of Equity Shares	Percentage of post- issue capital (%)*
2.	Sanjaykunver Rathore	13,00,100	8.81%	13,00,100	7.12%
3.	Ratansingh Motisingh Rathore HUF	50,000	0.34%	50,000	0.27%
4.	Motisingh Rathore	100	0.00%	100	0.00%
5.	Aditya Financial Consultants Private Limited	17,50,050	11.86%	17,50,050	9.59%
6.	Coral Venture Private Limited	25,00,050	16.95%	25,00,050	13.70%
7.	Sraddah Vyapar Private Limited	7,00,050	4.75%	7,00,050	3.84%
<b>Total Promoters &amp; Promoter Group Holding</b>		<b>1,47,50,550</b>	<b>100.00%</b>	<b>1,32,50,550</b>	<b>72.60%</b>
<b>Total Paid up Capital</b>		<b>1,47,50,550</b>	<b>100.00%</b>	<b>1,82,50,550</b>	<b>100.00%</b>

\* Subject to finalization of basis of allotment.

10. Our Company has Seven (07) shareholders, as on the date of this Draft Red Herring Prospectus.

11. We hereby confirm that:

- a) Except as mentioned below, None of the Promoter, members of the Promoter Group, Directors and their immediate relatives have purchased or sold any Equity shares of our Company within the last six months from the date of this Draft Red Herring Prospectus.

Date of Transfer	Name of the Transferor	Name of the Transferee	No. of Equity Shares
June 21, 2022	Rajkunwar Rathod	Motisingh Rathore	3,75,000
	Motisingh Rathore HUF		75,050
	Rajkumar Singh I Deora		25,050
June 21, 2022	Motisingh Rathore	Sanjaykunver Rathore	7,50,000

- b) None of the members of the Promoter Group, Directors and their immediate relatives have financed the purchase by any other person of Equity shares of our Company other than in the normal course of business of the financing entity within the period of six months immediately preceding the date of this Draft Red Herring Prospectus.

## 12. Promoter's Contribution and other Lock-in details

### a) Details of Promoter's Contribution locked-in for three (3) years

Pursuant to Regulations 14 and 16 of the SEBI ICDR Regulations, an aggregate of 20% of the fully diluted post- Issue Equity Share capital of our Company held by the Promoter, shall be locked in for a period of eighteen months as minimum Promoter's contribution from the date of Allotment and the shareholding of the Promoter in excess of 20% of the fully diluted post- Issue Equity Share capital shall be locked in for a period of six months from the date of Allotment.

As on the date of this Draft Red Herring Prospectus, our Promoter holds 84,50,200 Equity Shares out of which upto 15,00,000 Equity Shares are being offered in the Offer for Sale and accordingly upto 69,50,200 Equity Shares are eligible for Promoters' contribution.

The details of the Equity Shares held by our Promoters, which shall be locked-in for a period of eighteen months from the date of allotment in this initial public offer, are set out in the following table:

Name of Promoter	No. of Equity Shares Locked-in <sup>(1)</sup>	% of the post- Issue equity share capital
Ratansingh Rathore	37,00,000	20.27%

<sup>(1)</sup> All the Equity Shares were fully paid-up on the respective dates of allotment or acquisition of such Equity Shares, as the case may be. For details regarding allotment of the above Equity Shares, Notes to Capital Structure of “Capital Structure” beginning from page no. 62 of this Draft Red Herring Prospectus.

Our Promoter has given consent to include such number of Equity Shares held by them as may constitute 20.27% of the fully diluted post-Issue Equity Share capital of our Company as the Promoter’s Contribution. Our Promoter has agreed not to sell, transfer, charge, pledge or otherwise encumber in any manner, the Promoter’s Contribution from the date of filing of 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.

The minimum Promoter’ Contribution has been brought in to the extent of not less than the specified minimum lot and from the persons defined as ‘promoter’ under the SEBI ICDR Regulations. Our Company undertakes that the Equity Shares that are being locked-in are not ineligible for computation of Promoter’ 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 (a) have not been acquired in the last three years for consideration other than cash and revaluation of assets or capitalisation of intangible assets; or (b) does not result from bonus issue by utilization of revaluation reserves or unrealised profits of our Company or bonus shares issued 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 preceding one year and 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;
- iv. All the Equity Shares held by our Promoters are in dematerialised form; and
- v. The Equity Shares forming part of the Promoters’ contribution are not subject to any pledge.

All Equity Shares held by our Promoters are dematerialized.

**We further confirm that our Promoter’ Contribution of 20% of the Post-Issue Equity does not include any contribution from Alternative Investment Funds or FVCI or Scheduled Commercial Banks or Public Financial Institutions or Insurance Companies.**

**b) Other Lock-in requirements**

- i. In addition to the 20% of the post-Issue shareholding of our Company held by the Promoter and locked in for eighteen months as specified above from the date of allotment in the initial public offer, and pursuant to Regulation 17 of the SEBI ICDR Regulations the entire pre-Issue Equity Share capital of our Company will be locked-in for a period of six months from the date of Allotment in the initial public offer.
- ii. Pursuant to Regulation 21(a) of the SEBI ICDR Regulations, the Equity Shares held by the Promoter, which are locked-in for a period of eighteen months from the date of Allotment in the initial public offer may be pledged only with scheduled commercial banks, public financial institutions, systemically important non-banking finance companies or housing finance companies as collateral security for loans granted by such entities, provided that such loans have been granted for the purpose of financing one or more of the objects of the Issue and pledge of the Equity Shares is a term of sanction of such loans;
- iii. Pursuant to Regulation 21(b) of the SEBI ICDR Regulations, the Equity Shares held by the Promoter which are locked-in for a period of eighteen months from the date of Allotment in the initial public offer may be pledged only with scheduled commercial banks, public financial institutions, systemically important non-banking finance companies or housing finance companies as collateral security for loans granted by such entities, provided that such pledge of the Equity Shares is one of the terms of the sanction of such loans;
- iv. Pursuant to Regulation 22 of the SEBI ICDR Regulations, (a) the Equity Shares held by the Promoter, which are locked-in may be transferred to and among the members of the Promoter Group or to any new Promoter or persons in control of our Company, subject to continuation of the lock-in in the hands of the transferees for the remaining period and compliance with the SEBI Takeover Regulations, as applicable and (b) the Equity Shares held by persons other than the Promoter and locked-in for a period of eighteen months from the date of Allotment in the initial public offer may be transferred to any other person holding the Equity Shares which

are locked-in, subject to continuation of the lock-in in the hands of transferees for the remaining period and compliance with the SEBI Takeover Regulations; and

**c) Lock-in of Equity Shares Allotted to Anchor Investors:**

There shall be a lock-in of 90 days on fifty per cent of the shares allotted to the anchor investors from the date of allotment, and a lock-in of 30 days on the remaining fifty per cent of the shares allotted to the anchor investors from the date of allotment

**13. Selling Shareholder's shareholding in our Company**

The total number of Equity Shares held by the Selling Shareholder in our Company as on the date of this Draft Red Herring Prospectus is as follows:

<b>Name of the Selling Shareholder</b>	<b>No. of Equity Shares</b>	<b>Percentage of Pre-Issue Capital</b>
Ratansingh Rathore	84,50,200 <sup>(1)</sup>	57.29%

<sup>(1)</sup> For details regarding allotment of the above Equity Shares, please refer Note no. 9 under Notes to Capital Structure of "Capital Structure" beginning from page no. 62 of this Draft Red Herring Prospectus.

- 14.** Our Company, our Promoters, our Directors and the BRLM have not made any or entered into any buy-back arrangements for purchase of Equity Shares to be issued as a part of the Issue.
- 15.** All the Equity Shares are fully paid up and there are no partly paid up Equity Shares as on date of this Draft Red Herring Prospectus. Further, since the entire money in respect of the Issue is being called on application, all the successful Bidders will be issued fully paid-up Equity Shares.
- 16.** As on the date of this Draft Red Herring Prospectus, the BRLM and their respective associates (as defined under the Securities and Exchange Board of India (Merchant Bankers) Regulations, 1992) do not hold any Equity Shares of our Company.

The BRLM 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 investment banking transactions with our Company for which they may in the future receive customary compensation.

- 17.** Our Company has no outstanding ESOP's, warrants, options to be issued or rights to convert debentures, loans or other convertible instruments into Equity Shares nor has the company ever allotted any equity shares pursuant to conversion of ESOP's as on the date of this Draft Red Herring Prospectus
- 18.** Over-subscription to the extent of 1% of the Issue can be retained for the purpose of rounding off to the nearest multiple of the minimum Allotment lot while finalising the Basis of Allotment. Consequently, the actual allotment may go up by a maximum of 1% of the Issue, as a result of which, the post-issue paid up capital after the Issue would also increase by the excess amount of allotment so made. In such an event, the Equity Shares held by the Promoter and subject to lock- in shall be suitably increased, if required, so as to ensure that 20% of the post-Issue paid-up capital is locked in.
- 19.** Subject to valid applications being received at or above the Issue Price, under subscription, if any, in any of the categories except the QIB Portion, would be allowed to be met with spill-over from any of the other categories or a combination of categories at the discretion of our Company in consultation with the BRLM and Designated Stock Exchange. Such inter-se spill over, if any, would be effected in accordance with applicable laws, rules, regulations and guidelines.
- 20.** No person connected with the Issue, including, but not limited to, the members of the Syndicate, our Company, our Joint Ventures, our Directors, our Promoters or the members of our Promoter Group and Group Company, 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
- 21.** There shall be only one denomination of the Equity Shares, unless otherwise permitted by law. Our Company will comply with such disclosure and accounting norms as may be specified by SEBI from time to time.

- 22.** Our Company shall ensure that any transaction in the Equity Shares by the Promoters and the Promoter Group during the period between the date of filing of this Draft Red Herring Prospectus with the SEBI and the date of closure of the Issue shall be reported to the Stock Exchanges within 24 hours of such transaction.
- 23.** Our Promoters and Promoter Group will not participate in this Issue except to the extent of Offer for Sale.

## SECTION V- PARTICULARS OF THE ISSUE

### OBJECTS OF THE ISSUE

The Issue comprises a Fresh Issue of up to 35,00,000 Equity Shares, aggregating up to ₹ [●] lakhs by our Company (the “Fresh Issue”) and an Offer for Sale of up to 15,00,000 Equity Shares, aggregating up to ₹ [●] lakhs by Ratansingh Rathore (“Promoter Selling Shareholder”).

#### *Offer for Sale*

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

#### **Fresh Issue Proceeds & Net Fresh Issue Proceeds**

##### *Fresh Issue Proceeds*

The details of the proceeds of the Fresh Issue are set forth in the table below:

		<i>(₹ in lakhs)</i>
<b>Sr. No.</b>	<b>Particulars</b>	<b>Amount</b>
1	Gross Proceeds of the Fresh Issue	[●]
2	Company’s share of Issue related Expenses <sup>(1)</sup>	[●]
	<b>Net Proceeds of the Fresh Issue</b>	[●]

<sup>(1)</sup> Except for the listing fees, which will be borne by our Company, all other expenses relating to the Issue will be borne by our Company and our Promoter Selling Shareholder in proportion to the Equity Shares contributed to the Issue. For further details, please see “Issue Related Expenses” as given below in this section. The Issue expenses are estimated expenses and are subject to change.

##### *Net Fresh Issue*

The Objects of the Net Fresh Issue is to raise funds for:

- 1) Funding working capital requirements of our Company
- 2) General Corporate Purpose

In addition to the aforementioned objects, our Company intends to strengthen its capital base and expects to receive the benefits of listing of the Equity Shares on the Stock Exchanges, including among other things, enhancing the visibility of our brand and our Company among our existing and potential customers.

The Main Objects clause as set out in the Memorandum of Association enables our Company to undertake its existing activities and the activities for which funds are being raised by the Company through the present Issue. Further, we confirm that the activities that we have been conducting until now are in accordance with the objects clause of our Memorandum of Association.

#### **Utilisation of Net Proceeds**

We intend to utilise the Net Proceeds of the Fresh Issue (“Net Proceeds”) of ₹ [●] lakhs for financing the objects as set forth below:

		<i>(₹ in lakhs)</i>
<b>Sr. No.</b>	<b>Particulars</b>	<b>Amount</b>
1.	Funding working capital requirements of our Company	4,200
2.	General Corporate Purposes <sup>(1)</sup>	[●]
	<b>Total</b>	[●]

<sup>(1)</sup> To be determined on finalisation of the Issue Price and updated in the Prospectus. The amount utilised for General Corporate Purposes shall not exceed 25% of the Gross Proceeds of the Fresh Issue.

#### **Proposed Schedule of Implementation and Deployment of Funds**

The entire Net Proceeds are proposed to be deployed in FY 2023-24. The fund deployment is based on current circumstances of our business and we may have to revise our estimates from time to time on account of various factors, such as financial and market conditions, competition, interest rate fluctuations and other external factors, which may not be within the control of our management. This may entail rescheduling the proposed utilisation of the Net Proceeds and changing the allocation of funds from its planned allocation at the discretion of our management, subject to compliance with applicable laws. For further details, see Risk Factors – “*The Objects of the Issue for which funds are being raised have not been appraised by any bank or financial institution. The deployment of funds is entirely at the discretion of our management and as per the details mentioned in the section titled “Objects of the Issue”. Any revision in the estimates may require us to reschedule our expenditure and may have a bearing on our expected revenues and earnings*” on page no. 24 of this Draft Red Herring Prospectus. If the actual utilisation towards any of the Objects, as set out above, is lower than the proposed deployment, such balance will be used towards general corporate purposes, provided that the total amount to be utilised towards general corporate purposes will not exceed 25% of the Gross Proceeds of the Fresh Issue, in accordance with the SEBI ICDR Regulations.

## Means of Finance

We propose to fund the requirements of the objects detailed above entirely from the Net Proceeds. Accordingly, there is no requirement to make firm arrangements of finance to be made through verifiable means towards at least 75% of the stated means of finance, excluding the amount to be raised through the Fresh Issue and existing identifiable internal accruals as required under Regulation 7(1)(e) the SEBI ICDR Regulations.

## DETAILS OF THE FUND REQUIREMENTS

The details in relation to objects of the Fresh Issue are set forth herein below:

### 1. Funding working capital requirements of our Company

We fund our working capital requirements in the ordinary course of our business through working capital facilities/ loans from banks and various financial institutions, overdraft against fixed deposit receipts and from our internal accruals.

The details of our Company’s standalone working capital requirements, based on audited financial for the Fiscal 2020, Fiscal 2021 & Fiscal 2022 and based on projected financial for the Fiscal 2023 & Fiscal 2024. Further the source of funding of the same are provided in the table below:

(₹ in lakhs)

Particulars	Audited			Projected	
	Fiscal 2020	Fiscal 2021	Fiscal 2022	Fiscal 2023	Fiscal 2024
<b>Current Assets</b>					
Trade Receivable	2,987	3,743	5,759	5,406	7,030
Inventories	7,073	6,188	3,245	6,309	8,201
Cash & Bank	1,318	1,256	1,943	1,802	2,343
Other Current Assets & Short Term Loans	2,249	2,710	1,867	2,704	3,515
<b>Total Current Assets (A)</b>	<b>13,627</b>	<b>13,897</b>	<b>12,814</b>	<b>16,221</b>	<b>21,089</b>
<b>Current Liabilities</b>					
Trade Payables	3,869	3,011	1,847	3,281	3,655
Other Current Liabilities & Provisions	452	862	1,137	937	1,219
<b>Total Current Liabilities (B)</b>	<b>4,321</b>	<b>3,873</b>	<b>2,984</b>	<b>4,218</b>	<b>4,874</b>
<b>Total Working Capital Gap (A – B)</b>	<b>9,306</b>	<b>10,024</b>	<b>9,830</b>	<b>12,003</b>	<b>16,215</b>
<b>Source of Finance</b>					
Working Capital Facilities from Banks	4,329	4,440	3,622	5,000	5,000
Owned Funds	4,977	5,584	6,208	7,003	7,015
IPO Proceeds	-	-	-	-	4,200
<b>Total Source of Finance</b>	<b>9,306</b>	<b>10,024</b>	<b>9,830</b>	<b>12,003</b>	<b>16,215</b>

<sup>1)</sup> The above working are certified by our Statutory Auditor pursuant to their certificate dated September 22, 2022.

2) As on date of the Draft Red Herring Prospectus, the Company has tied-up with banks for working capital credit facilities to the extent of ₹5,050 Lakhs.

### Basis of estimates & assumptions for holding period

We are required to provide upto 5% of the project tender amount as performance bank guarantee and upto 5% of project tender amount as retention money / security deposit till the project is completed. Further the combined 10% of the project tender amount is to be continued till the period of on an average 36 months from the date of completion of the respective project as per the defect liability period clause. We have utilized certain portion of our owned funds from current assets to non-current assets. Further to obtain Bank Guarantee, the Company deposits approximately 20% of the guarantee amount as Margin Money to the Banks.

Based on the contracted projects in hand and expected schedule of completion of projects, the Company will require approximately ₹ 16,215 Lakhs to meet the working capital requirement for Fiscal 2024. The working capital requirement will be met through the Bank Borrowing, Owned Funds and the Net Proceeds of the Issue.

The table below contains the details of the holding levels (in number of days) considered and is derived from the Audited Standalone Financial Statements for the Fiscal 2020, Fiscal 2021 and Fiscal 2022 and assumptions for the projected periods i.e Fiscal 2023 and Fiscal 2024.

Particulars	Assumptions
<b>Current Assets</b>	
Trade Receivables	Our Company had trade receivables of around 77 days, 79 days and 115 days of revenue from operation at the end of Fiscal 2020, Fiscal 2021 and Fiscal 2022 respectively. Trade receivables days calculated as closing trade receivables divided by revenue from operation over 365 days. Our Company has assumed a steady growth in its revenue and has assumed trade receivables days of 90 days for the Fiscal 2023 and Fiscal 2024.
Inventories	Our Company had inventories of around 182 days, 131 days and 65 days of revenue from operation at the end of Fiscal 2020, Fiscal 2021 and Fiscal 2022 respectively. Inventories days calculated as closing inventories divided by revenue from operation over 365 days. Our Company has assumed inventories days of 105 days for the Fiscal 2023 and Fiscal 2024.
Cash & Bank	Our Company had cash & bank of around 34 days, 27 days and 39 days of revenue from operation at the end of Fiscal 2020, Fiscal 2021 and Fiscal 2022 respectively. Cash & Bank days calculated as closing cash & bank divided by revenue from operation over 365 days. Our Company has assumed cash & bank days of 30 days for the Fiscal 2023 and Fiscal 2024.
Other Current Assets	Our Company had other current assets of around 58 days, 57 days and 37 days of revenue from operation at the end of Fiscal 2020, Fiscal 2021 and Fiscal 2022 respectively. Other current assets days calculated as closing balances divided by revenue from operation over 365 days. Our Company has assumed other current assets days of 45 days for the Fiscal 2023 and Fiscal 2024.
<b>Current Liabilities</b>	
Trade Payables	Our Company had trade payable of around 388 days, 280 days and 143 days of cost of stock in trade (including change in inventories) at the end of Fiscal 2020, Fiscal 2021 and Fiscal 2022 respectively. Trade payable days calculated as closing trade payable divided by cost of stock in trade (including change in inventories) over 365 days. To improve the profitability, our Company aims to get better pricing from its suppliers by making timely / upfront payments and hence our Company has assumed trade payable days of 210 days & 180 days for the Fiscal 2023 and Fiscal 2024 respectively.
Other Current Liabilities	Our Company had other current liabilities of around 45 days, 80 days and 88 days of cost of stock in trade (including change in inventories) at the end of Fiscal 2020, Fiscal 2021 and Fiscal 2022 respectively. Other current liabilities days calculated as closing balances divided by cost of stock in trade (including change in inventories) over 365 days. Our Company has assumed other current liabilities days of 60 days for the Fiscal 2023 and Fiscal 2024.

The aforementioned working capital assumptions and projections have been approved by the Board through a resolution dated September 22, 2022. Our Company proposes to utilize ₹ 4,200 Lakhs of the Net Proceeds in Fiscal 2024 towards our long term working capital requirements.

We confirm that net proceeds from the issue if utilized for repayment of Borrowings / Loans, not being indirectly routed to promoters, promoter group, group companies and associates.

## 2. General Corporate Purposes

We propose to deploy ₹ [●] lakhs, aggregating to [●]% of the Gross Proceeds of the Fresh Issue towards general corporate purposes, including but not restricted to strategic initiatives, partnerships, joint ventures and acquisitions, reduce consolidated debt levels, meeting exigencies which our Company may face in the ordinary course of business, to renovate and refurbish certain of our existing Company owned/leased and operated facilities or premises, towards brand promotion activities or any other purposes as may be approved by our Board.

We confirm that any issue related expenses shall not be considered as a part of General Corporate Purpose. Further, we confirm that the amount for general corporate purposes, including excess amount, if any, as mentioned in this Draft Red Herring Prospectus, shall not exceed 25% of the amount raised by our Company through the Issue of Equity Shares.

### ISSUE RELATED EXPENSES

The total estimated Issue Expenses are ₹ [●] lakhs, which is [●]% of the total Issue Size. The details of the Issue Expenses are tabulated below:

Sr. No.	Particulars	Amount (₹ in lakhs)*	% of Total Expenses*	% of Total Issue Size*
1	Issue Management fees including fees and payment to other intermediaries such as Legal Advisors, Registrars and other out of pocket expenses.	[●]	[●]%	[●]%
2	Brokerage and Selling Commission <sup>(1)(2)(3)(4)</sup>	[●]	[●]%	[●]%
3	Printing & Stationery, Distribution, Postage, etc.	[●]	[●]%	[●]%
4	Advertisement and Marketing Expenses	[●]	[●]%	[●]%
5	Stock Exchange Fees, Regulatory and other Expenses	[●]	[●]%	[●]%
<b>Total</b>		[●]	[●]%	[●]%

\* To be incorporated in the Prospectus after finalization of the Issue Price.

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

Portion for Retail Individual Bidders <sup>#</sup>	[●]% of the Amount Allotted (plus GST)
Portion for Non-Institutional Bidders <sup>#</sup>	[●]% of the Amount Allotted (plus GST)

<sup>#</sup> Amount Allotted is the product of the number of Equity Shares Allotted and the Issue Price.

No additional uploading/processing charges shall be payable by the Company to the SCSBs on the Bid cum Application Forms directly procured by them. The selling commission payable to the SCSBs will be determined on the basis of the bidding terminal ID as captured in the Bid book of BSE or NSE.

- 2) Processing fees payable to the SCSBs on the portion for Retail Individual Bidders and Non-Institutional Bidders, which are procured by the members of the Syndicate / sub-Syndicate / Registered Brokers / RTAs / CDPs and submitted to SCSBs for blocking, would be as follows.

Portion for Retail Individual Bidders <sup>#</sup>	₹ [●]/- per ASBA Form (plus GST)
Portion for Non-Institutional Bidders <sup>#</sup>	₹ [●]/- per ASBA Form (plus GST)

<sup>#</sup> Based on valid Bid cum Application Forms.

- 3) Selling commission on the portion for Retail Individual Bidders and Non-Institutional Bidders, which are procured by members of the Syndicate (including their sub-Syndicate members), RTAs and CDPs would be as follows:

Portion for Retail Individual Bidders <sup>#</sup>	[●]% of the Amount Allotted (plus GST)
Portion for Non-Institutional Bidders <sup>#</sup>	[●]% of the Amount Allotted (plus GST)

<sup>#</sup> Amount Allotted is the product of the number of Equity Shares Allotted and the Issue Price.

- 4) *Bidding/uploading Charges payable to members of the Syndicate (including their Sub-Syndicate Members), Registered Brokers, CRTAs and CDPs on the portion for Retail Individual Bidders and Non-Institutional Bidders, which are procured by them and submitted to SCSB for blocking, would be ₹ [●] per valid application. The selling commission and Bidding Charges payable to the Registered Brokers, RTAs and CDPs will be determined on the basis of the bidding terminal id as captured in the Bid Book of BSE or NSE.*

Subject to applicable law, other than the listing fees, all costs, fees and expenses with respect to the Issue will be shared amongst our Company and the Selling Shareholder, on a pro-rata basis, in proportion to the number of Equity Shares, Allotted by the Company in the Fresh Issue and sold by the Selling Shareholder in the Offer for Sale, upon the successful completion of the Issue. Upon commencement of listing and trading of the Equity Shares on the Stock Exchanges pursuant to the Issue, the expenses paid by our Company on behalf of the Selling Shareholder in the first instance will be reimbursed to our Company, by the Selling Shareholder to the extent of his proportion of Issue related expenses, directly from the Public Issue Account. However, in the event that the Issue is withdrawn or not completed for any reason whatsoever, all Issue related expenses will be borne by our Company. The Issue expenses shall be payable in accordance with the arrangements or agreements entered into by our Company with the respective Designated Intermediary.

### **Appraisal and Bridge Loans**

The Objects have not been appraised by any banks, financial institutions or agency. Further, our Company has not raised any bridge loans from any bank or financial institution as on the date of this Draft Red Herring Prospectus, which are proposed to be utilised from the Net Proceeds.

### **Monitoring of Utilization of Funds**

Since the proceeds from the Issue do not exceed ₹ 10,000 lakhs, in terms of Regulation 41 of the SEBI ICDR Regulations, our Company is not required to appoint a monitoring agency for the purposes of this Issue. Our Board and Audit Committee will monitor the utilisation of the proceeds of the Issue. Our Company will disclose the utilization of the Net Proceeds under a separate head in our balance sheet along with the relevant details, for all such amounts that have not been utilized. Our Company will indicate investments, if any, of unutilised Net Proceeds in the balance sheet of our Company for the relevant fiscals subsequent to receipt of listing and trading approvals from the Stock Exchange.

Pursuant to the SEBI Listing Regulations, our Company shall disclose to the Audit Committee of the Board of Directors the uses and applications of the Net Proceeds. Our Company shall prepare a statement of funds utilised for purposes other than those stated in this Draft Red Herring Prospectus and place it before the Audit Committee of the Board of Directors, as required under applicable law. Such disclosure shall be made only until such time that all the Net Proceeds have been utilised in full. The statement shall be certified by the statutory auditor of our Company. Furthermore, in accordance with the Regulation 32(1) of the SEBI Listing Regulations, our Company shall furnish to the Stock Exchange on a quarterly basis, a statement indicating (i) deviations, if any, in the utilisation of the proceeds of the Issue from the objects of the Issue as stated above; and (ii) details of category wise variations in the utilisation of the proceeds from the Issue from the objects of the Issue as stated above.

### **Interim Use of Funds**

Our Company, in accordance with the policies established by our Board from time to time, will have the flexibility to deploy the Net Proceeds. Pending utilisation of the Net Proceeds for the purposes described above, our Company may temporarily deposit the Net Proceeds with in one or more scheduled commercial banks included in the Second Schedule of Reserve Bank of India Act, 1934 as may be approved by our Board. In accordance with Section 27 of the Companies Act, our Company confirms that it shall not use the Net Proceeds for any buying, trading or otherwise dealing in any equity or equity linked securities of any listed company or for any investment in the equity market.

### **Variation in Objects**

In accordance with Sections 13(8) and 27 of the Companies Act and applicable rules and Regulation 59 and Schedule XX of the SEBI ICDR Regulations, our Company shall not vary the Objects of the Issue unless our Company is authorized to do so by way of a special resolution of its Shareholders and our Company shall include the requisite explanation in the director's report in relation to such variation. In addition, the notice issued to the Shareholders in relation to the passing of such special resolution shall specify the prescribed details and be published in accordance with the Companies Act. Pursuant to the Companies Act, the Promoter will be required to provide an exit opportunity to the Shareholders who do not agree to such proposal to vary the objects, subject to the provisions of the Companies

Act and in accordance with such terms and conditions, including in respect of pricing of the Equity Shares, in accordance with our Articles of Association, the Companies Act, and the SEBI ICDR Regulations.

**Other Details and Confirmations**

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

We confirm that the audited standalone financial statements of our Company for past three full financial years immediately preceding the date of filing of offer document have been provided on our website in accordance with the ICDR Regulations.

## BASIS OF ISSUE PRICE

The Price Band, Floor Price and Offer Price will be determined by our Company and the Selling Shareholder, in consultation with the Book Running Lead Manager, on the basis of assessment of market demand for the Equity Shares offered through the Book Building Process and on the basis of the quantitative and qualitative factors described below. Investors should also refer to “*Our Business*”, “*Risk Factors*”, “*Financial Statements*” and “*Management’s Discussion and Analysis of Financial Condition and Results of Operations*” on pages 102, 24, 156 and 189, 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 the Issue Price are:

- Strong execution capabilities with industry experience
- Visible growth through a robust order book
- Experienced Promoters and Management Team
- Strong Financial Performance

For more details on qualitative factors, refer to chapter “*Our Business-Our Strengths*” on page no. 103 of this Draft Red Herring Prospectus.

### Quantitative Factors

Some of the information presented below relating to our Company is derived from the Restated Financial Statements. For more details on financial information; investors please refer the chapter titled “*Financial Information*” on page no. 156 of this Draft Red Herring Prospectus.

Investors should evaluate our Company taking into consideration its earnings and based on its growth strategy. Some of the quantitative factors which may form the basis for calculating the Issue Price are as follows:

#### 1) Basic and Diluted Earnings / Loss Per Share (“EPS”) as adjusted for changes in capital:

Year ended March 31,	Basic & Diluted	
	EPS (in ₹)	Weights
2022	8.08	3
2021	6.47	2
2020	4.86	1
<b>Weighted Average</b>	<b>7.01</b>	

#### Notes:

- a. The face value of each Equity Share is ₹10 each
- b. Basic Earnings per share = Restated Consolidated Net profit after tax attributable to equity shareholders / Weighted average number of equity shares outstanding during the period/year.
- c. Diluted Earnings per share = Restated Consolidated Net profit after tax attributable to equity shareholders / Weighted average number of potential equity shares outstanding during the period/year.
- d. Weighted average = Aggregate of year-wise weighted EPS divided by the aggregate of weights i.e. (EPS x Weight) for each year / Total of weights.
- e. The above statement should be read in conjunction with Significant Accounting Policies and Notes to Restated Consolidated Financial Statement of the “*Financial Information*” beginning on page no. 156 of this Draft Red Herring Prospectus.

#### 2) Price/Earning (“P/E”) ratio in relation to price band of ₹ [●] to ₹ [●] per Equity Share:

Particulars	P/E at the lower end of the Price Band (no. of times)	P/E at the higher end of the Price Band (no. of times)
Based on basic and diluted EPS for Fiscal 2022	[●]	[●]

Particulars	P/E at the lower end of the Price Band (no. of times)	P/E at the higher end of the Price Band (no. of times)
Based on Weighted Average EPS	[●]	[●]

### 3) Industry Peer Group P/E ratio

Particulars	P/E Ratio
Highest	33.37
Lowest	-5.68
Average	13.81

Note: The highest and lowest industry P/E shown above is based on the peer set provided below under “Comparison with listed industry peers”

### 4) Return on Net worth (RoNW)

Year ended March 31,	RoNW (%)	Weight
2022	12.72%	3
2021	11.66%	2
2020	9.92%	1
<b>Weighted Average</b>	<b>11.90%</b>	

#### Notes:

- Weighted average = Aggregate of year-wise weighted Net Worth divided by the aggregate of weights i.e. [(Net Worth x Weight) for each year] / [Total of weights]
- Return on Net Worth (%) = Net profit after tax as restated, attributable to the owners of the Company / Net worth as restated as at period/year end.
- “Net worth” means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account and debit or credit balance of profit and loss account, after deducting the aggregate value of the accumulated losses, miscellaneous expenditure not written off, as per the restated balance sheet, but does not include reserves created out of revaluation of assets, capital reserve, foreign currency translation reserve, write-back of depreciation as on March 31, 2022, 2021 and 2020.

### 5) Net Asset Value (NAV)

Financial Year	NAV (₹)
NAV as at March 31, 2022	63.54
After the Offer:	[●]

#### Notes:

- Offer Price per Equity Share will be determined on conclusion of the Book Building Process
- Net asset value per share = Net worth as restated / Number of Equity Shares as at period/ year end

### 6) Comparison with Industry Peers

Particulars	Face Value (₹)	EPS (₹)	P/E Ratio <sup>(2)</sup>	RONW (%) <sup>(4)</sup>	NAV Per Share (₹) <sup>(5)</sup>
<b>Peer Group<sup>(1)</sup></b>					
Dilip Buildcon Limited	10	-37.59	-5.68	-15.48%	242.78
Ashoka Buildcon Limited	5	27.48	2.85	48.21%	56.99
Ramky Infrastructure Limited	10	5.78	33.37	9.99%	57.88
Larsen and Toubro Limited	2	74.16	24.72	10.92%	678.80
<b>The Issuer Company</b>					
R & B Infra Project Limited	10	8.08	[●] <sup>(3)</sup>	12.72%	63.54

Source: Restated Consolidated Financial Statement of our Company as disclosed on page no. 79 of this Draft Red Herring Prospectus.

*Note:*

- 1) *The peer group figures based on audited consolidated financials as on and for the year ended March 31, 2022*
- 2) *P/E figures for the peer is computed based on closing market price as on September 28, 2022, of relevant peer companies as available at BSE, (available at [www.bseindia.com](http://www.bseindia.com)) divided by Basic EPS for FY 2022 reported in the filings made with stock exchanges.*
- 3) *Based on the Offer Price to be determined on conclusion of book building process and the basic EPS of our Company*
- 4) *Return on net worth (%) = Net profit after tax \* 100 / Net worth at the end of the year*
- 5) *Net Asset value per share = Net worth at the end of the year / No. of shares outstanding at the end of year*

The Issue Price of ₹ [●] has been determined by our Company and the Selling Shareholder, in consultation with the BRLM, on the basis of the demand from investors for the Equity Shares through the Book-Building Process. Our Company and the Selling Shareholders, in consultation with the BRLM, is justified of the Issue Price in view of the above qualitative and quantitative parameters. Investors should read the abovementioned information along with “*Risk Factors*”, “*Our Business*” and “*Financial Information*” beginning on pages 24, 102 and 156, respectively, to have a more informed view. The trading price of the Equity Shares could decline due to the factors mentioned in “*Risk Factors*” or any other factors that may arise in the future and you may lose all or part of your investments.

## STATEMENT OF TAX BENEFITS

### STATEMENT OF POSSIBLE SPECIAL TAX BENEFITS AVAILABLE TO THE COMPANY AND ITS SHAREHOLDERS UNDER THE APPLICABLE DIRECT AND INDIRECT TAX LAWS, IN INDIA.\*

*\*\*Our company doesn't have any subsidiary as identified as per SEBI (ICDR) Regulations, 2018 and SEBI (LODR) Regulations, 2015; hence this statement includes only our company & its shareholders.*

To,

The Board of Directors  
B-1 Neela Apartment,  
Opp. Mandpeshwar Ind. Estate,  
S.V.P.Road, Borivali(West), Mumbai 400 092.

### **Proposed Initial Public Offer of equity shares (“IPO”) of R & B Infra Project Limited (the “Issuer”/ “Company”).**

1. This report is issued in accordance with the terms of our engagement letter dated September 07, 2022
2. The accompanying Statement of Possible Special Tax Benefits available to the Company and its Shareholders (hereinafter referred to as “the Statement”) under the Income-tax Act, 1961 (read with Income Tax Rules, circulars, notifications) as amended by the Finance Act, 2021, hereinafter referred to as the Direct & Indirect Taxes has been prepared by the management of the Company in connection with the proposed offer.

#### **Management’s Responsibility**

3. The preparation of this Statement as of the date of our report which is to be included in the Draft Red Herring Prospectus is the responsibility of the management of the Company and has been approved by the Board of Directors of the Company at its meeting held on September 22, 2022 for the purpose set out in paragraph 9 below. The management’s responsibility includes designing, implementing and maintaining internal control relevant to the preparation and presentation of the Statement, and applying an appropriate basis of preparation and making estimates that are reasonable in the circumstances. The Management is also responsible for identifying and ensuring that the Company complies with the laws and regulations applicable to its activities.

#### **Auditor’s Responsibility**

4. Our work has been carried out in accordance with the Standards on Auditing, the “Guidance Note on Reports or Certificates for Special Purposes (Revised 2019)” and other applicable authoritative pronouncements issued by the Institute of Chartered Accountants of India.
5. Pursuant to the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations 2018, as amended, (the “ICDR Regulations”) and the Companies Act 2013 (“Act”), it is our responsibility to report whether the Statement prepared by the Company, presents, in all material respects, the possible special tax benefits available to the Company and its shareholders of the Company in accordance with Indian Income Tax Regulations.
6. Our work is performed solely to assist the Management in meeting their responsibilities in relation to compliance with the Act and the Regulations in connection with the offering.

#### **Inherent Limitations**

7. We draw attention to the fact that the Statement includes certain inherent limitations that can influence the reliability of the information.

The Statement is only intended to provide general information to the investors and is neither designed nor intended to be a substitute for professional tax advice. In view of the individual nature of the tax consequences and the changing tax laws, each investor is advised to consult his or her own tax consultant with respect to the specific tax implications arising out of their participation in the Issue.

Further, we give no assurance that the Revenue Authorities/ Courts will concur with our views expressed herein. Our views are based on the existing provisions of Indian Income Tax Regulations 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 arising from facts and disclosure in statement of tax benefits determined to have resulted primarily from bad faith or intentional misrepresentation. We will not be liable to any other person in respect of this Statement.

### **Opinion**

8. In our opinion, the Statement prepared by the Company presents, in all material respects, the possible special tax benefits available as on the date of signing of this report, to the Company and its shareholders in accordance with the Indian Income Tax Regulations. Considering the matter referred to in point no. 8 above, we are unable to express any opinion or provide any assurance as to whether:
- The Company or its shareholders will continue to obtain the benefits as per the Statement in future; or
  - The conditions prescribed for availing the benefits per the Statement have been/ would be met with.

### **Restriction on Use**

9. This report is addressed to and is provided to enable the Board of Directors of the Company to include this report in the Draft Red Herring Prospectus prepared in connection with the Offering to be filed by the Company with the Securities and Exchange Board of India, concerned stock exchanges and Registrar of Companies, Mumbai. Accordingly, this report should not be reproduced or used for any other purpose without our prior written consent.

### **For For D G M S & Co.**

*Chartered Accountants*

Firm Registration Number: 112187W

Shashank P Doshi

Partner

**Membership Number:** 108456

**UDIN:** 22108456AWEVIG4596

**Place:** Mumbai

**Date:** 22nd September 2022

## **ANNEXURE TO THE STATEMENT OF TAX BENEFITS**

### **STATEMENT OF POSSIBLE SPECIAL TAX BENEFITS AVAILABLE TO THE COMPANY AND ITS SHAREHOLDERS UNDER THE APPLICABLE DIRECT AND INDIRECT TAX LAWS, IN INDIA.**

#### **A. SPECIAL TAX BENEFITS TO THE COMPANY**

The Issuer Company (“R & B Infra Project Limited”) is not entitled to any special tax benefits under the Direct and Indirect Tax Laws, as applicable in India.

#### **B. SPECIAL TAX BENEFITS TO THE SHAREHOLDER**

The Shareholders of the Issuer Company are not entitled to any special tax benefits under the Direct and Indirect Tax Laws, as applicable.

#### **Note:**

- 1) These special tax benefits are dependent on the Company or its shareholders fulfilling the conditions prescribed under the relevant provisions of the Indian Income Tax Regulation. Hence, the ability of the Company or its shareholders to derive the tax benefits is dependent upon fulfilling such conditions, which are based on the business imperatives, the Company or its shareholders may or may not choose to fulfill.
- 2) The special tax benefits discussed in the Statement are not exhaustive and are only intended to provide general information to the investors and hence, is neither designed nor intended to be a substitute for professional tax advice. In view of the individual nature of the tax consequences and the changing tax laws, each investor is advised to consult his or her own tax consultant with respect to the specific tax implications arising out of their participation in the Issue.
- 3) The Statement is prepared on the basis of information available with the Management of the Company and there is no assurance that:
  - the Company or its shareholders will obtain these benefits in future;
  - the conditions prescribed for availing the benefits have been/ would be met with; and
  - The revenue authorities/courts will concur with the view expressed herein.
- 4) The above views are based on the existing provisions of laws which are subject to change from time to time.

## SECTION VI – ABOUT OUR COMPANY

### INDUSTRY OVERVIEW

*The information in this section includes extracts from publicly available information, data and statistics and has been derived from various government publications, publically available documents and industry sources. Neither we nor any other person connected with the Issue has verified this information. The data may have been re-classified by us for the purposes of presentation. Industry sources and publications generally state that the information contained therein has been obtained from sources generally believed to be reliable, but that their accuracy, completeness and underlying assumptions are not guaranteed and their reliability cannot be assured and, accordingly, investment decisions should not be based on such information. You should read the entire Draft Prospectus, including the information contained in the sections titled “Risk Factors” and “Financial Statements” and related notes beginning on page nos. 24 and 156 of this Draft Prospectus.*

#### Macroeconomic Overview of India

Global Industrial activity continued to be affected by the disruptions caused by the COVID-19 pandemic. While the Indian industry was no exception to these disruptions, its performance has improved in 2021-22. Gradual unlocking of the economy, record vaccinations, improvement in consumer demand, continued policy support towards industries by the government in the form of Atma Nirbhar Bharat Abhiyan and further reinforcements in 2021-22 have led to an upturn in the performance of the industrial sector. The growth of the industrial sector, in the first half of 2021-22, was 22.9 percent vis a vis the corresponding period of 2020-21 and is expected to grow by 11.8 percent in this financial year. The industrial performance has shown improvement as reflected in the cumulative growth of the IIP. During April-November 2021-22 the IIP grew at 17.4 percent as compared to (-) 15.3 percent in April-November 2020-21. According to RBI - Studies on Corporate Performance, which is based on the results of select listed companies in the private corporate sector, the net profit to sales ratio of large corporate reached an all-time high despite the pandemic. Buoyant FDI inflows amid improvements in overall business sentiments, foretells a positive outlook for the industry.

The introduction of the production linked incentive scheme (PLI) to encourage scaling up of industries and major boost provided to infrastructure-both physical as well as digital – combined with continued measures to reduce transaction costs and improve ease of doing business, would support the pace of recovery. Several initiatives such as the National Infrastructure Pipeline (NIP), National Monetization Plan (NMP), amongst others, have been taken to propel the infrastructure investment. Capital expenditure for the Indian Railways has been substantially increased from an average annual of ₹ 45,980 crores during 2009-14 to ₹ 155,181 crores in 2020-21 and it has been budgeted to further increase to ₹ 2,15,058 crores in 2021-22. This implies five times increase in comparison to the 2014 level. In addition, the extent of road construction per day increased substantially in 2020-21 to 36.5 kms per day from 28 kms per day in 2019-20, a rise by 30.4 percent as compared to the previous year. The Government has also heralded a major boost to the electronics hardware sector and brought in structural and procedural reforms in the telecom sector.

**Source :** <https://www.indiabudget.gov.in/economicsurvey/doc/eschapter/echap08.pdf>

#### INTRODUCTION

Infrastructure is the back bone for any economy. The extent and quality of infrastructure determines the ability of the country to utilize its comparative advantage and enable cost competitiveness. Given the strong backward and forward linkages and the positive externalities that infrastructure generates, it can be a vehicle for social and economic transformation.

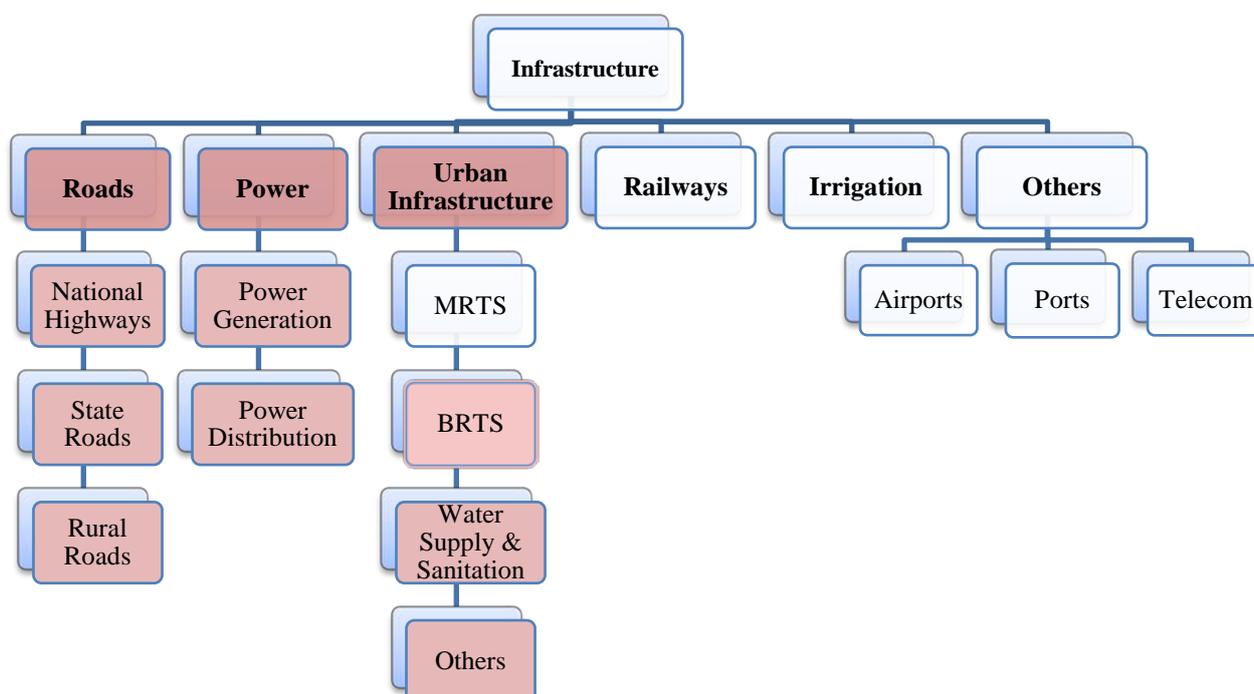
COVID-19 pandemic led to disruptions in global economic activity impacting not only the lives but also livelihoods. The Indian industry experienced interlude in business activity leading to slowdown in its performance. With the gradual unlocking of the country coupled with supportive policy initiatives which included easing of supply side bottlenecks through easier access to credit especially, emergency credit line guarantee scheme to MSMEs, relief to the real estate sector, production-linked incentives for 14 champion sectors and other direct tax measures, the industrial growth started to recover. In the past few months, record vaccinations as well as improvement in consumer demand and business confidence have had a positive impact on the performance of the industrial sector.

This period also saw a boost to digital infrastructure, structural reforms in telecommunications and big-ticket disinvestment in Air India. The pace of this recovery and further growth is likely to continue due to consistent efforts of the government to bring in various structural, fiscal and infrastructural reforms in addition to a slew of measures/schemes like the production linked incentive scheme (PLI) to support industries.

## Infrastructure sector in India

Infrastructure sector is a key driver for the Indian economy. The sector is highly responsible for propelling India’s overall development and enjoys intense focus from Government for initiating policies that would ensure time-bound creation of world class infrastructure in the country.

The infrastructure sector encompasses roads, power, urban infrastructure, railways and irrigation among others. The sheer size and magnitude of major infrastructure development projects dictate substantial capital investment. Below chart presents the segment-wise bifurcation of infrastructure sector:



*Note : We operate in the above highlighted sectors*

Initiatives under Atma Nirbhar Bharat including introduction of structural and procedural reforms, record vaccinations, various PLI scheme designed to attract investments in sectors of core competency and cutting edge technology, Make-in-India programme to boost domestic manufacturing capacity, reduction of corporate tax rate, etc and steps to improve operational efficiency have helped the industrial sector to keep up its ante. The sector has started to recover steadily and according to the National Statistical Office, is expected to grow at 11.8 percent in 2021-22. The performance of the Index of Industrial Production while a little subdued at 1.4 per cent in November 2021 vis a vis the same month in the previous year must be viewed along with growth of 17.4 percent in April-November 2021 as compared to -15.3 percent in the corresponding period of last year. Most components of IIP have recovered to the pre-lockdown level.

The Government has charted out a comprehensive programme for industrial transformation. With emphasis on supply side measures, the reforms address long known bottlenecks of insufficient infrastructure, tardy business processes and labour market reforms. Introduction of the production linked incentive schemes intends to encourage the scaling up of industries that are strategic in nature or are technology intensive. The objective being to create the capacity to integrate with the global value chains. Several measures have been taken to reduce transaction costs especially for the small and medium enterprises as well as facilitate inflow of capital, technology and international best practices into the industries. The new CPSE policy provides a roadmap for disinvestment, opening up avenues for their further growth and improvement in efficiency while enabling the government to focus its resources on developmental needs of the country. 8.81 The recovery of the industrial sector, positive business expectations propelled by extensive reforms and improved consumer demand, suggests that further improvements in the industrial performance can be expected

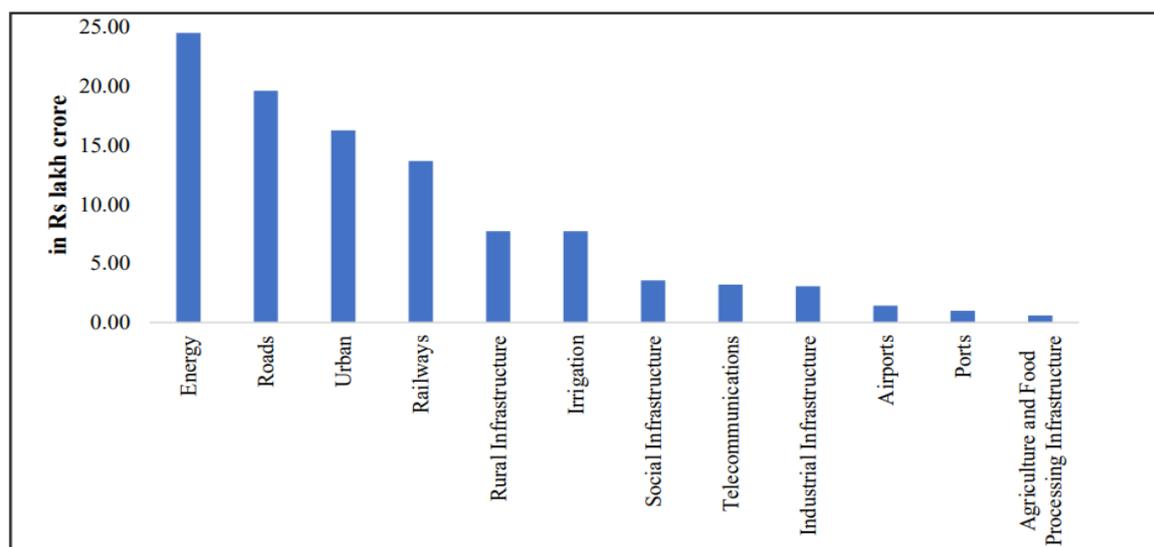
## National Infrastructure Pipeline (NIP)

Public Private Partnership in infrastructure has been an important source of investment in the sector. As per the database of the World Bank on private participation in infrastructure, India is ranked second among developing countries both by the number of PPP Projects as well as the associated investments. Much of the Indian success in PPPs is attributed to development of robust institutional structure, financial support, and use of standardized documents, both process documents like Model Request for Qualification and Model Request for Proposal as well as substantive documents like the Model Concession Agreements across infrastructure sectors.

The Public Private Partnership Appraisal Committee (PPPAC) which is responsible for the appraisal of PPP projects has cleared 66 projects with a total project cost of ₹ 137218 crores from 2014-15 to 2020-21. The government launched the Viability Gap Funding (VGF) scheme for providing financial assistance to financially unviable but socially/economically desirable PPP projects. Up to 20 percent of the project cost is funded under this scheme as a grant. Based on the above, the total VGF amount disbursed between 2014-15 to 2020-21 by DEA is ₹ 2943 crores. Further, the Government of India has in November 2020 approved continuation of and revamping of the Scheme for Financial Support to Public Private Partnerships (PPPs) in Infrastructure Viability Gap Funding (VGF) Scheme till 2024-25. The revamped VFG scheme is expected to attract more PPP projects and facilitate private investment in social sectors such as health, education, waste water, solid waste management, water supply etc.

In order to achieve the GDP of \$5 trillion by 2024-25, India needs to spend about \$1.4 trillion over these years on infrastructure. During FYs 2008-17, India invested about US\$1.1 trillion on infrastructure. However, the challenge is to step up infrastructure investment substantially. Keeping this objective in view, National Infrastructure Pipeline (NIP) was launched with projected infrastructure investment of around ₹ 111 lakh crore (US\$ 1.5 trillions) during FY 2020-2025 to provide world-class infrastructure across the country, and improve the quality of life for all citizens. It also envisages improving project preparation and attracting investment, both domestic and foreign in infrastructure. NIP was launched with 6,835 projects, which has expanded to over 9,000 projects covering 34 infrastructure sub-sectors. During the fiscals 2020 to 2025, sectors such as energy (24percent), roads (19percent), urban (16percent), and railways (13percent) amount to around 70 percent of the projected capital expenditure in infrastructure in India. Sector wise break-up of the pipeline for the period 2019-20 to 2024-25 is given in figure 23. NIP has involved all the stakeholders for a coordinated approach to infrastructure creation in India to boost short-term as well as the potential GDP growth.

**Figure 23: Industry wise breakup of pipeline**



Source: Survey calculations based on data from the Report of the Task Force on National Infrastructure Pipeline for 2019-2025

### Roads

India has the second-largest road network in the world, spanning a total of 5.89 million kilometres (kms). This road network transports 64.5% of all goods in the country and 90% of India’s total passenger traffic uses road network to commute. Road transportation has gradually increased over the years with improvement in connectivity between cities, towns and villages in the country.

In India, sale of automobiles and movement of freight by roads is growing at a rapid rate.

### **Market Size of Road Industry**

In October 2020, the National Investment and Infrastructure Fund (NIIF) is making progress towards integrating its road and highway portfolio. The NIIF has acquired Essel Devanahalli Tollway and Essel Dichpally Tollway through the NIIF master fund. These road infra-projects will be supported by Athaang Infrastructure, NIIF's proprietary road network, assisted by a team of established professionals with diverse domain expertise in the transport field.

Highway construction in India increased at 17.00% CAGR between FY16-FY21. Despite pandemic and lockdown, India has constructed 13,298 km of highways in FY21.

Under the Union Budget 2022-23, the Government of India has allocated ₹ 199,107.71 crore (US\$ 26.04 billion) to the Ministry of Road Transport and Highways.

In FY21, 13,298 kms of highway was constructed across India. In June 2021, the Ministry of Road Transport and Highways constructed 2,284 kms of national highways compared with 1,681 kms in June 2020.

In October 2020, the foundation stone was established for nine National Highway projects—with a total length of ~262 kms worth >₹2752 crore (US\$ 371.13 million) in Tripura.

The Government of India has allocated ₹111 lakh crore (US\$ 1.4 trillion) under the National Infrastructure Pipeline for FY 2019-25. The roads sector is likely to account for 18% capital expenditure over FY 2019-25.

### **Key Investments/ Developments**

The Union Minister of State for Road, Transport and Highways has stated that the Government aims to boost corporate investment in roads and shipping sector, along with introducing business-friendly strategies, which will balance profitability with effective project execution. According to the data released by Department for Promotion of Industry and Internal Trade Policy (DPIIT), construction development sector attracted Foreign Direct Investment (FDI) inflow worth US\$ 26.1 billion between April 2000-June 2021. In FY22 (until November 2021), the private sector invested ₹15,164 crore (US\$ 1.98 billion) in roads.

Source : <https://www.ibef.org/industry/roads-india#>

The National Highways have a total length of 1,40,995 km, which in totality serve as the arterial network of the country. The development of National Highways is the responsibility of the Government of India. The Government of India had launched major initiatives to upgrade and strengthen National Highways through various phases of the National Highways Development Project (NHDP) and is taking the initiative forward through the umbrella program of Bharatmala Pariyojna, Phase-I and other schemes and projects. The status of various components of Bharatmala Pariyojna, Phase-I and other schemes up to 31.12.2021 are as under:

Components / Scheme	Total Length in km	Length completed up to 31.03.2021 in km	Length completed during 01.04.2021 to 31.12.2021 in km	Length Completed up to 31.12.2021 in km
<b>A. BharatmalaPariyojana Phase-I</b>				
Economic Corridors	9,000	1,167	390	1,557
Inter Corridors & Feeder Roads	6,000	348	214	562
National Corridor Efficiency Improvement	5,000	774	238	1,012
Border & International Road Connectivity	2,000	901	219	1,120
Coastal & Port Connectivity Roads	2,000	29	23	52
Expressways	800	267	182	449
<b>Subtotal</b>	<b>24,800</b>	<b>3,486</b>	<b>1,266</b>	<b>4,752</b>
Balance road works under NHDP	10,000	1,782	462	2,244
<b>Grand Total</b>	<b>34,800</b>	<b>5,268</b>	<b>1,728</b>	<b>6,996</b>
<b>B. Other Schemes</b>				
SARDP-NE				
(Phase A+Arunachal Pradesh)	6,418	3,828	293	4,121
LWE	6,085	5,704	37	5,741
(including Vijayawada Ranchi Route)				
EAP				
(WB+JICA+ADB)	2,855	1,280	126	1,406

The status of completion of various phases of NHDP, which have been subsumed under the umbrella programme of Bharatmala Pariyojana, Phase-I, are as under:-

NHDP Phases	Length completed up to 31.12.2020 in km
I+II+III+IV: GQ, Port connection & Up-gradation with 2/4/6-laning / North-South & East West Corridor	38,685
V: 6-laning of GQ and High density corridor	4,088
VI: Expressways	219
VII: Ring Roads, Bypasses and flyovers and other structures	181

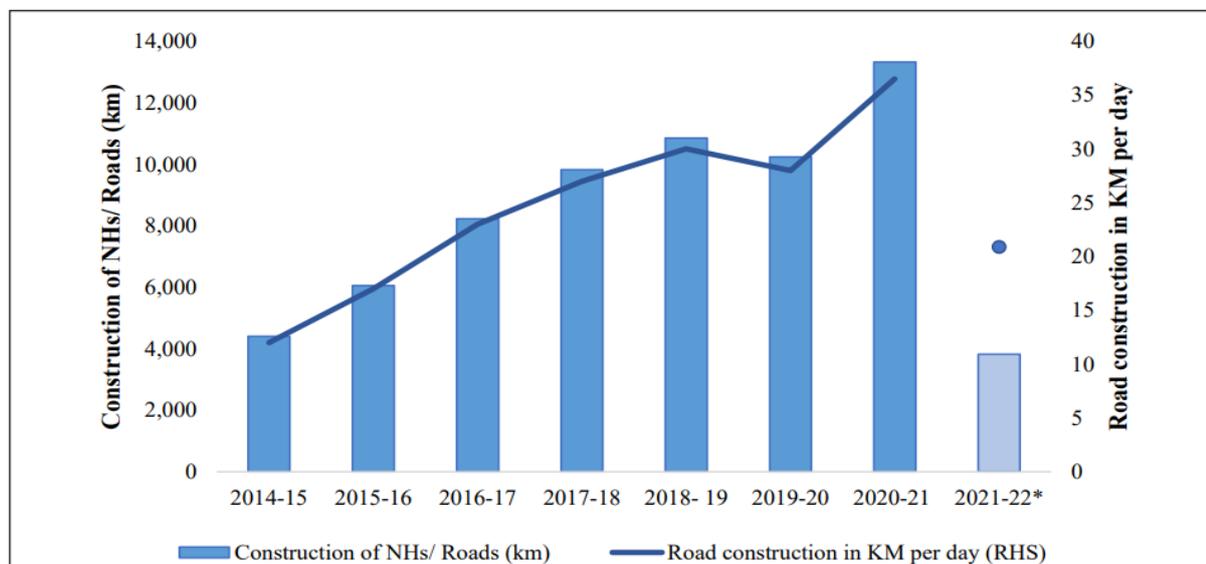
The year 2021-22 was a year for consolidating the gains that have accrued from major policy decisions taken in the previous six years, and aspiring to maintain the momentum of the historically highest pace of road development (about 37 km/day) achieved last year. The Ministry provided several relief measures to enable the highway sector to overcome the debilitating impact of the second wave of COVID-19. The monitoring of ongoing projects was intensified and critical interventions were made to resolve pending issues and bottlenecks. In order to provide a boost to infrastructure development and enable it to overcome the impact of COVID-19 pandemic, Ministry placed the highest ever target of 12,000 kms for award and 12,000 kms for construction for the year 2021-22. Overall road projects exceeding 64,000 km in length, costing more than ₹ 11 lakh crore, are in progress out of which work in respect of projects of more than 40,000 km length has been completed and in balance length of more than 24,000 km works are in progress. National Highways of 5,835 km length have been constructed in the first nine months of FY 2021-22. The Ministry has

sensitized all its project implementing agencies, to make extra efforts in view of the COVID-19 situation, and maximize the achievement of the targets for 2021-22.

Source : [https://morth.nic.in/sites/default/files/Annual%20Report\\_21-22-1.pdf](https://morth.nic.in/sites/default/files/Annual%20Report_21-22-1.pdf)

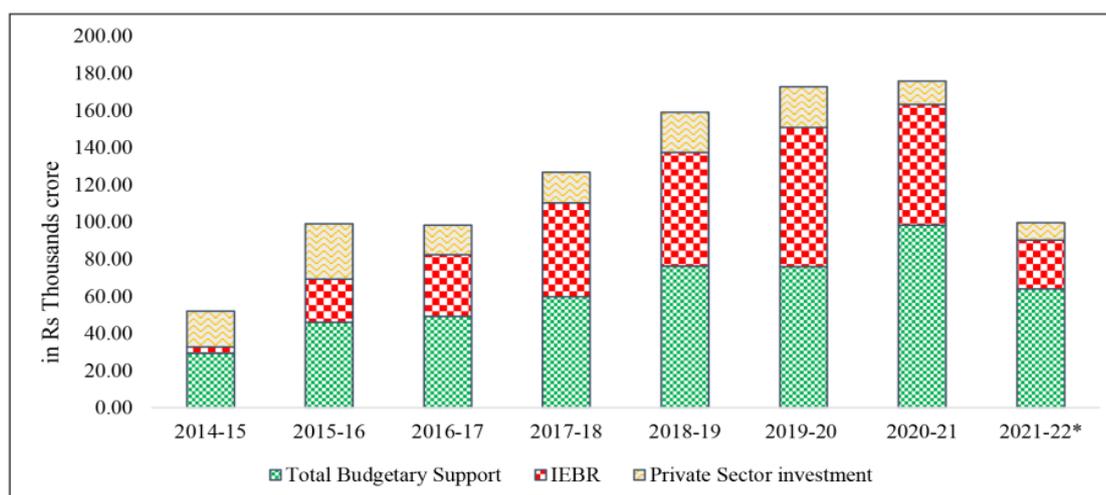
Road transport is one of the most cost effective and convenient modes of transportation in India both for freight and passengers as it has high penetration level with door-to-door delivery. Importance of road infrastructure is widely recognized as a potent means of socio-economic integration and is vital for the economic development of the country. The road network of the country consists of National Highways (NH), State-Highways (SH), District Roads, Rural Roads, Urban Roads and Project Roads of over 63.71 (Provisional) lakh km of roads as on 31 March 2019, which is the second-largest in the world, after the United States with 66.45 lakh kms of roads. There has been a consistent increase in the construction of National Highways/roads since 2013-14 with 13,327 kms of roads constructed in 2020-21 as compared to 10,237 kms in 2019-20, indicating an increase of 30.2 per cent over the previous year. In the 2021-22 (till September), 3,824 kms of road network were constructed. The extent of road construction per day increased substantially in 2020-21 to 36.5 kms per day from 28 kms per day in 2019-20, a rise by 30.4 percent as compared to the previous year (Figure 24). The significant upturn in road construction in 2020-21 is due to the increase in public expenditure by 29.5 percent as compared to the previous year- a reflection of the impetus given by the Government of India to a critical sector that generates employment and supports infrastructure during a pandemic year. In addition to action taken to increase the network of national highways, the govt has taken measures to address village level road network through the Gram Sadak Yojana discussed in chapter 9. A comparison of National Highway network in the country in 2011 and 2021 may be seen in chapter 10.

**Figure 24: Road Construction**



Source: Survey calculations based on data from M/o RTH. For year 2021-22 -As on 30.9.2021

**Figure 25: Investments in Roads sector**



Source: Survey calculations based on data from M/o RTH. For year 2021-22 -As on 30.9.2021

### Key Trends for the Road Sector

**Improvement in the rate of execution:** The length of roads constructed decreased at a CAGR of 3% from 1,784 km in fiscal 2011 to 1,576 km in fiscal 2015 (from ~500 km under National Highways Development Programme or NHDP in 2001). However, from fiscal 2016 to fiscal 2020 road construction/upgradation increased at a CAGR of nearly 21%, driven by the government's impetus on clearing stalled projects.

**Improved awarding momentum:** The government has tried to improve the rate of awarding over the years. HAM has seen a significant share of awarding recently, which is expected to increase going forward.

**Increase in Private equity investment:** Private equity funds have contributed to road projects in the past. Going forward, private equity investment could increase further, following recent announcements of the exit policy for debt-stressed operators of toll roads.

**Re-emergence of EPC contracts:** Given the current financial crunch being faced by BOT players, we expect the share of EPC/cash contract projects to widen, especially in low-traffic-volume projects under NHDP-Phase IV, over the next five years.

**Other sector favorable policies:** These include 100% exit policy for stressed BOT players, providing for 'secured' status for PPP projects while lending and the proposal to scrap slow-moving highway projects (under consideration).

**HAM:** HAM has been successful in bringing a new set of private players by mitigating risks related to traffic, interest rate and inflation, and by requiring a smaller equity commitment (only 12-15% of project cost).

**TOT:** The toll-operate-transfer (TOT) model is a PPP model by NHAI to spur private participation in the road sector to raise funding and divest and transfer tolling and maintenance to private entities.

**InvIT:** NHAI is planning to raise Rs 400 billion (\$5.72 billion) to monetize its highway assets through InvIT.

**OMT:** Apart from NHAI, a few large Indian states have also adopted operate-maintain-transfer (OMT) models, where state road development authorities have invited bids, or awarded state highway stretches, to be operated and maintained on an OMT basis.

**ETC lane:** Electronic toll collection (ETC) enables road users to pay highway tolls electronically without stopping at toll plazas. Dedicated ETC lanes will help reduce congestion at toll plazas and enable seamless movement of vehicles on national highways. The transport ministry has decided to roll out the ETC programme in the country under the brand name 'FASTag'. FASTag collections as of December 24, 2020, crossed Rs 0.8 billion per day for the first time, with 5 million FASTag transactions per day. As of December 25, 2020, more than 22 million FASTag have been issued and the programme has partnered with 27 Issuer Banks, and included several options to simplify its recharge facility such as

Bharat Bill Payment System (BBPS), Universal Payment Interface (UPI), Online payments, My FASTag Mobile App, PayTM and Google Pay.

### **Relief Measures to the Road Contractors/Concessionaires in view of 2nd wave of the COVID-19 Pandemic**

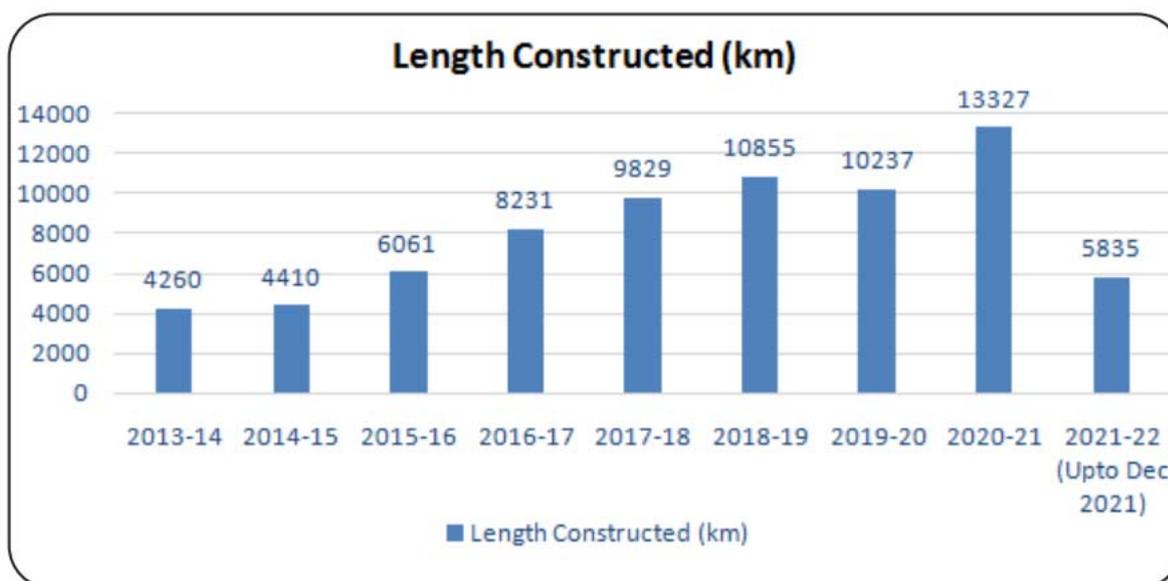
Ministry has granted following reliefs/extension to relief granted to Contractors/Developers of Road Sector in view of COVID-19 pandemic:

- (i) Extension of relaxation in schedule H/G till 31st December, 2021 to improve the liquidity of funds available with the Contractors and Concessionaire.
- (ii) Arrangement regarding direct payment to approved Sub-contractor through Escrow Account may be continued till 31st December, 2021 or the completion of the work by the Sub Contractor, whichever is earlier.
- (iii) Reduction of Performance Security/release of retention money: This Ministry has already decided to reduce Performance Security from existing 5-10 % to 3% of the value of the contract for all existing contracts (excluding the contracts under dispute wherein arbitration/court proceedings have already been started or are completed). All tenders /contracts issued/ concluded till 31.12.2021 should also have the provision of reduced performance security. Retention money is a part of the Performance Security till construction period. Hence, release of retention money may be continued to proportion to the work already executed and no reduction of retention money may be made from the Bills raised by the Contractor till 31.12.2021. For HAM/BOT Contracts, Performance Guarantee may be released on pro-rata basis, as provided in the Contract, if Concessionaire is not in breach of the Contract.
- (iv) Extension of Time to Contractor/ Concessionaire on case to case basis.
- (v) Waiver of penalty for delay in submission of Performance Security/ Bank Guarantee in new Contracts entered into during April, 2021-June 2021 may be granted in general for all such contracts for a period of one month from the due dates, as per provisions of the contract.
- (vi) Extension of Time to Consultants i.e. I.E./ A.E./S.C. on case to case basis.
- (vii) In case of BOT/TOT Concessionaire, for reduction in collection of user fee, the concession period is to be extended as per provisions in the Concession Agreement.
- (viii) For all NH Tolling Contracts, reduction in collection of fee may be compensated in accordance with the User Fee Collection Contracts.
- (ix) Extension of Time may be granted to Concessionaire for achievement of Financial Closure in the Concession Agreements entered between April-June, 2021 for a period of one month from the due dates, as per provisions of the contract, depending on the location of the project.

### **Road Development**

The Ministry has been entrusted with the responsibility of development of Road Transport and Highways in general and construction & maintenance of National Highways (NHs) in particular. All roads other than National Highways in the States fall within the jurisdiction of respective State Governments. However, this Ministry allocates fund for development of State roads under Central Road Infrastructure Fund (CRIF) scheme. Ministry has also taken up development of State Roads under SARDP-NE and LWE Schemes.

The Ministry is also responsible for evolving standards and specifications for roads and bridges in the country besides acting as a repository of technical information on roads and bridges.



[https://morth.nic.in/sites/default/files/Annual%20Report 21-22-1.pdf](https://morth.nic.in/sites/default/files/Annual%20Report%2021-22-1.pdf)

## Electricity

India has witnessed a significant transformation from being an acutely power deficit country to a situation of demand being fully met. India has also made remarkable strides to ensure universal access to electricity for every household. The total installed power capacity and captive power plant (industries having demand of 1MW and above) was 459.15 GW on 31.03.2021 as compared to 446.35 GW on 31.03.2020 registering a growth of 2.87 percent. Installed capacity in utilities was 382.15 GW on 31.03.2021 as compared to 370.11 GW as on 31.03.2020 – increasing by 3.25 percent. Thermal sources of energy make the largest – 61.42 percent share of total installed capacity in utilities followed by renewable energy resource (RES) with 24.7 percent and hydro by 12.09 percent. Details of all India installed capacity mode wise and source wise is given in table 6.

The total electricity generated including that from captive plants during the year 2020-21 was 15.73 lakh GWh as compared to 16.23 lakh GWh during the year 2019-20, of which 13.73 lakh GWh was generated by utilities and 2 lakh GWh in captive plants. Between 2020-21 and 2019-20, maximum rise in electricity generation was recorded in diesel based thermal energy for utilities and RES for captive plants. Overall, due to pandemic led disruptions in economic activity, electricity generation was lower in the year 2020-21 which is now expected to increase with the recovery of the economy. Details of mode wise source wise electricity generation are given in table 7. Figure 44 gives composition of total installed capacity and electricity generation for the year 2020-21.

## Renewable energy – Solar, Wind, Biomass and small hydro energy

India has witnessed the fastest rate of growth in renewable energy capacity addition among all large economies, during the last 7.5 years with renewable energy capacity growing by 2.9 times and solar energy expanding by over 18 times. Renewable energy (excluding large hydro) constitutes over 24.71 percent of the country's installed power capacity and around 10.7 percent of the electrical energy generation for year 2020-21. As of 31 October 2021, India's total renewable energy installed capacity (excluding hydro power above 25 MW) has reached over 103.05 GW. During the last 7.5 years, if large hydro is included, the share of renewable energy in electric installed capacity is estimated to be about 38.27 percent (as of October 2021) and its share in electric energy generation is estimated to be about 26.96 percent (for the month of August 2021). The difference in the share of renewable energy in installed capacity and electricity generation is because of the variability in the sunshine hours or extent of wind which in turn will determine the utilization of the installed capacity.

In order to facilitate renewable power evacuation and reshaping the grid for future requirements, the Green Energy 3 Corridor (GEC) projects have been initiated. The GEC Project aims at synchronizing electricity produced from renewable sources, such as solar and wind, with conventional power stations in the grid. The first component of the scheme, Inter-state GEC with target capacity of 3200 circuit kilometer (ckm) transmission lines and 17,000 MVA capacity sub-stations, was completed in March 2020. The second component - Intra-state GEC with a target capacity of

9700 ckm transmission lines and 22,600 MVA capacity sub-stations is expected to be completed by June 2022 (BOX 10 on Transition to clean energy).

**Table 6: All India Installed Capacity Mode-Wise**

Year	Thermal							Total (2+3+7+8)
in GW	Hydro	Steam	Diesel	Gas	Total Thermal (3+4+5)	Nuclear	RES	
1	2	3	4	5	6	7	8	9
<b>(1) Utilities</b>								
2019-20	45.70	205.13	0.51	24.96	230.60	6.78	87.03	370.11
2020-21	46.21	209.30	0.51	24.92	234.73	6.78	94.43	382.15
% change	1.12	2.03	0.00	-0.13	1.79	0.00	8.51	3.25
<b>(2) Non-Utilities (Industries having demand of 1 MW &amp; above)</b>								
2019-20	0.13	51.54	12.77	7.32	71.63	0.00	4.48	76.24
2020-21@	0.13	52.06	12.90	7.39	72.35	0.00	4.52	77.00
% change	1.00	1.00	1.00	1.00	1.00	0	1.00	1.00
<b>(3) Installed Capacity : (1+2)</b>								
2019-20	45.83	256.68	13.28	32.27	302.23	6.78	91.50	446.35
2020-21	46.34	261.35	13.41	32.31	307.08	6.78	98.95	459.15
% change	1.12	1.82	0.96	0.13	1.60	0.00	8.14	2.87

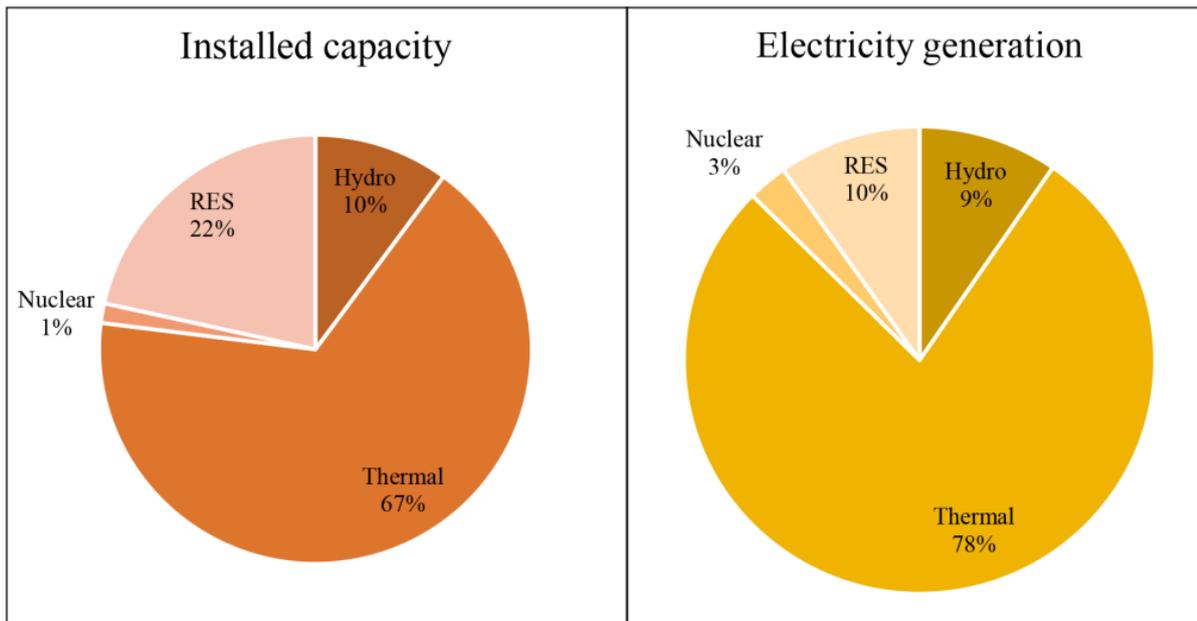
Source: Survey Calculations based on data from Central Electricity Authority. @ Estimated

**Table 7: All India Gross Electricity Generation Mode-Wise**

Year	Thermal							Total (2+6+7+8)
(Lakhs GWh)	Hydro	Steam	Diesel	Gas	Total Thermal (3+4+5)	Nuclear	RES	
1	2	3	4	5	6	7	8	9
<b>(1) Utilities Gross Electrical Energy Generation</b>								
2019-20	1.56	9.94	0.00199	0.48	10.43	0.46	1.38	13.83
2020-21	1.50	9.81	0.00216*	0.51	10.33	0.43	1.47	13.73
% change	-3.5	-1.3	9.0	5.2	-1.0	-7.4	6.4	-0.7
<b>(2) Non-Utilities Gross Electrical Energy Generation (Industries having capacity 1 MW &amp; Above)</b>								
2019-20	0.00	2.06	0.02	0.25	2.33	0.00	0.06	2.40
2020-21 @	0.00	1.69	0.02	0.21	1.92	0.00	0.07	2.00
% change	0.7	-17.7	4.3	-16.5	-17.4	0.0	15.2	-16.5
<b>(3) Total Gross Electrical Energy Generation (1+2)</b>								
2019-20	1.56	12.00	0.02	0.74	12.76	0.46	1.45	16.23
2020-21	1.51	11.51	0.02	0.72	12.25	0.43	1.55	15.73
% change	-3.5	-4.1	4.8	-2.3	-4.0	-7.4	6.8	-3.1

Source: Survey Calculations based on data from Central Electricity Authority. \*-provisional, @ Estimated

**Figure 44: Source of Installed Capacity and electricity generation 2020-21**



Source: Survey Calculations based on data from Central Electricity Authority. Includes both Utilities and captive plants. Thermal includes gas, steam and diesel.

**Figure 45: Energy loss in transformation, transmission and distribution and unaccounted for as a percentage of Net energy available for supply**



Source: Central Electricity Authority

The energy losses in transformation, transmission and distribution during the year 2019- 20 was at 20.46 percent for all India which was highest for the North east region - 29.98 percent (figure 45). In order to prevent such losses the government has mandated electricity distribution companies to undertake quarterly energy accounting through a certified energy manager which will give detailed information about electricity consumption by different categories of consumers & the transmission and distribution losses in various areas and enable corrective actions.

### Urban Infrastructure

India is the second largest urban system in the world with almost 11% of the total global urban population living in Indian cities. In absolute numbers, the urban population in India is more than highly urbanised countries/regions across

the globe. The country has reached a turning point in its journey of its economic transformation wherein half of the country would be 'urban' in a few decades. Urban growth is expected to contribute to 73% of the total population increase by 2036 (MoHFW, 2019).

Over the years, cities have expanded and become burdened by the stresses and strains of unplanned urbanization, the brunt of which is faced by the poor and the marginalized, the biodiversity and the economy. In fact, Covid-19 revealed the dire need for planning and management of our cities, with an emphasis on the health of citizens.

Issues like lack of availability of serviced land, traffic congestion, pressure on basic infrastructure, extreme air pollution, urban flooding, water scarcity and droughts are not merely a reflection of infrastructural shortcomings in the cities. These issues indicate a deep and substantial lack of adequate urban planning and governance frameworks.

(Source: <https://www.niti.gov.in/sites/default/files/2021-09/UrbanPlanningCapacity-in-India-16092021.pdf> )

## **Water Supply and Sanitation**

### ***Solid Waste Management***

With fast pace of urbanization in the country, the Management of Solid Waste has posed a tough challenge to Municipal Authorities and Policy Makers at different levels in Government. At present, Urban India produces about 54.75 Million Tonnes of municipal solid waste annually i.e. 1.50 Lakh Tonnes Per Day (LTPD). Per capita waste generation in cities varies from 0.20 kg to 0.60 kg per day depending upon the size of population. The waste collection efficiency in India ranges between 70% and 90% in major Metro cities, whereas, in several smaller cities it is ranging between 50% to 70% or so. Treatment of Municipal Solid Waste is virtually absent in many cities and towns except composting in a limited way in some cities. The main method of disposal of solid waste at present is by crude dumping in many cases. The cities resort to indiscriminate dumping of domestic, commercial, industrial and even medical wastes in low lying areas. This leads to contamination of surface and ground water by the leachate and also creates unhygienic condition in an around urban areas which are engines of growth. The unsightly condition in an around the cities also poses serious threat to health and well-being of people and often results in spread of diseases like dengue, malaria and plague etc.

### **Responsibility of Handling Municipal Solid Waste**

As per the Constitution of India, Solid Waste Management is a state subject and it is the primary responsibility of state governments to ensure that appropriate solid waste management practices are introduced in all the cities and towns in the state. The role of Government of India is broadly to formulate policy guidelines and provide technical assistance to the states/cities whenever needed. It also assists the state governments and local bodies in human resource development and acts as an intermediary in mobilizing external assistance for implementation of solid waste management projects.

Though SWM is a State subject, it is basically a municipal function and as such urban local bodies are directly responsible for performing this important activity. The 74th amendment of the constitution also envisages the urban local bodies to shoulder this responsibility. The urban local bodies in the country are, therefore, responsible and required to plan, design, operate, and maintain the solid waste management system in their respective cities/towns.

The Ministry of Environment & Forests, Government of India have notified the Municipal Solid Waste (Management & Handling) Rules, 2000, for management of Municipal Solid Waste. The rules make it mandatory to treat the biodegradable waste adopting composting or other state of the art technologies or power generation, etc. with due authorization by the CPCB. It prohibits disposal of organic matter at the landfill and permits land filling of inert material only to reduce the burden on the landfill. The MSW rules has specific directives to the Local Bodies, District Administrations and the Urban Development Department of the State Governments to provide facilities for collection, transportation, treatment & disposal of municipal solid waste in a scientific and hygienic manner. Ministry of Environment & Forests is currently revising the MSW Rules, 2000.

Though solid waste management is an obligatory function of the urban local bodies, this service has been poorly performed by most of them resulting in problems of public health, sanitation, and environmental degradation. With rapid pace of urbanization, the situation is becoming more and more critical day-by-day. Infrastructure development is not in a position to keep pace with population growth owing to poor financial health of most of the urban local bodies. Lack of financial resources, institutional weakness, improper choice of technology, lack of public participation in solid waste management, non-involvement of private sector, etc., have made the service far from satisfactory. There is, therefore, a need to handle this problem in a concerted manner and adopt strategies to tackle all aspects of waste management scientifically involving private sector wherever necessary and possible. A policy framework is, therefore,

necessary to guide and support the urban local bodies in the country for managing the solid waste scientifically and cost effectively.

### **Potential Risk to Environment and Public Health**

There are potential risks to environment and health from improper handling of solid wastes. Direct health risks concern mainly the workers in this field, who need to be protected, as far as possible, from contact with wastes. There are also specific risks in handling wastes from hospitals and clinics. For the general public, the main risks to health are indirect and arise from the breeding of disease vectors, primarily flies and rats.

Uncontrolled hazardous wastes from industries mixing up with municipal wastes create potential risks to human health. Traffic accidents can result from toxic spilled wastes. There is specific danger of concentration of heavy metals in the food chain, a problem that illustrates the relationship between municipal solid wastes and liquid industrial effluents containing heavy metals discharged to a drainage/sewerage system and/or open dumping sites of municipal solid wastes and the wastes discharged thereby maintains a vicious cycle.

Municipal Solid Waste Management System involves various activities like storage, collection, transportation, disposal etc. These activities even if properly controlled and with proper precautionary measures adopted, may have adverse impact on land, water and air environment, human and environmental health, aesthetics and quality of life.

### **Managing Municipal Solid Waste: Way Forward**

Due to the present consumeristic lifestyle, waste generation is on the increase. For better management of solid waste, periodic review of every steps involved in waste management like generation, collection, disposal etc. should be conducted. Best practices for waste management can be achieved by well known '3Rs' principle (Reduce, Reuse, Recycle).

Each State Govt. may pass Sanitation Act and Solid Waste Management Rules/Act for effective sanitation and solid waste management in the State. The Govt. of Goa has passed a Sanitation Act in 2008 and Solid Waste Management Rules in 2010 for management of sanitation and solid waste in the State. Further, each municipality may implement levy user charges and/ or solid waste management tax (either clubbed with property tax or separately) to meet the O&M and part of capital cost of solid waste management services.

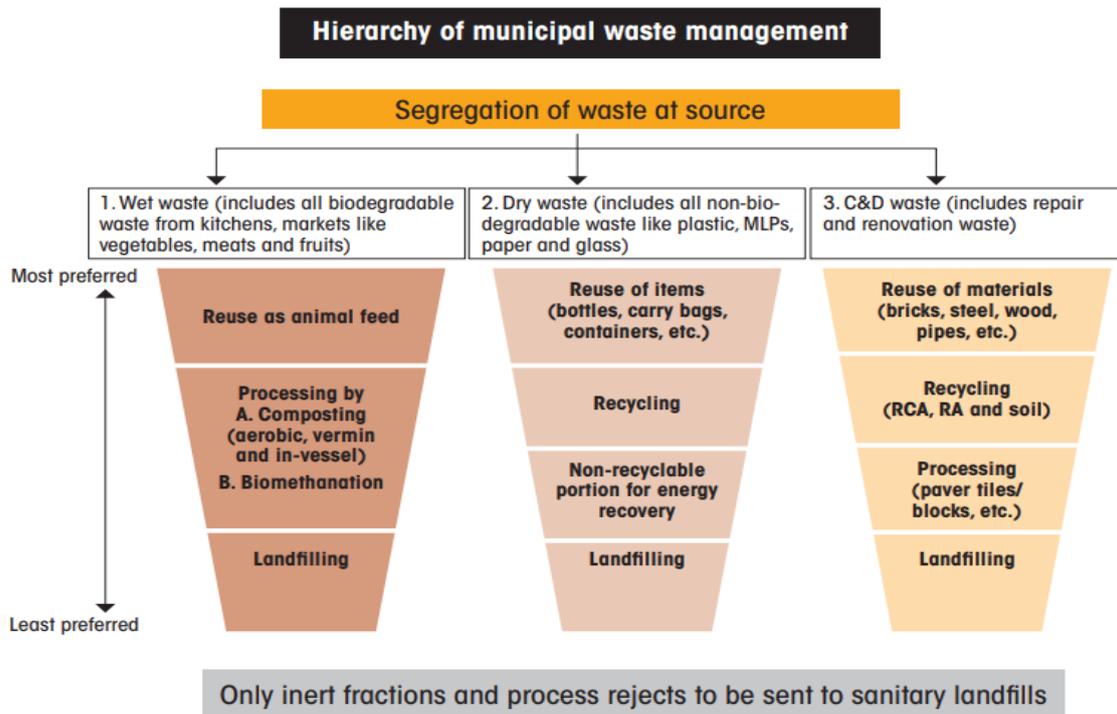
### **Public-Private-Partnership (PPP) in municipal solid waste**

There is ample scope for involving Public-Private-Partnership (PPP) in Municipal Solid Waste Management. This may be considered in the areas of door-to-door collection, transportation, setting-up and Operation & Maintenance of waste treatment plants, waste-to-energy plants and sanitary landfills. The PPP may also be roped in the implementation of integrated municipal solid waste management project from door-to-door collection up-to safe disposal of municipal solid waste. The Private Entrepreneur within the country as well as from abroad could be encouraged, by giving suitable incentives, by way of long-term contracts, assured supply of garbage at the plants site, long-term lease of land at nominal rates, payment of tipping fees by local bodies for disposal of waste etc. For successful private sector participation in the waste management sector, there is a need for amendments in the municipal bye-laws, suitable regulatory framework and pilot projects to demonstrate the proven technologies.

*Source: <http://cpheeo.gov.in/upload/uploadfiles/files/Advisory%20on%20Improving%20Municipal%20Solid%20Waste%20Management%20Services.pdf>*

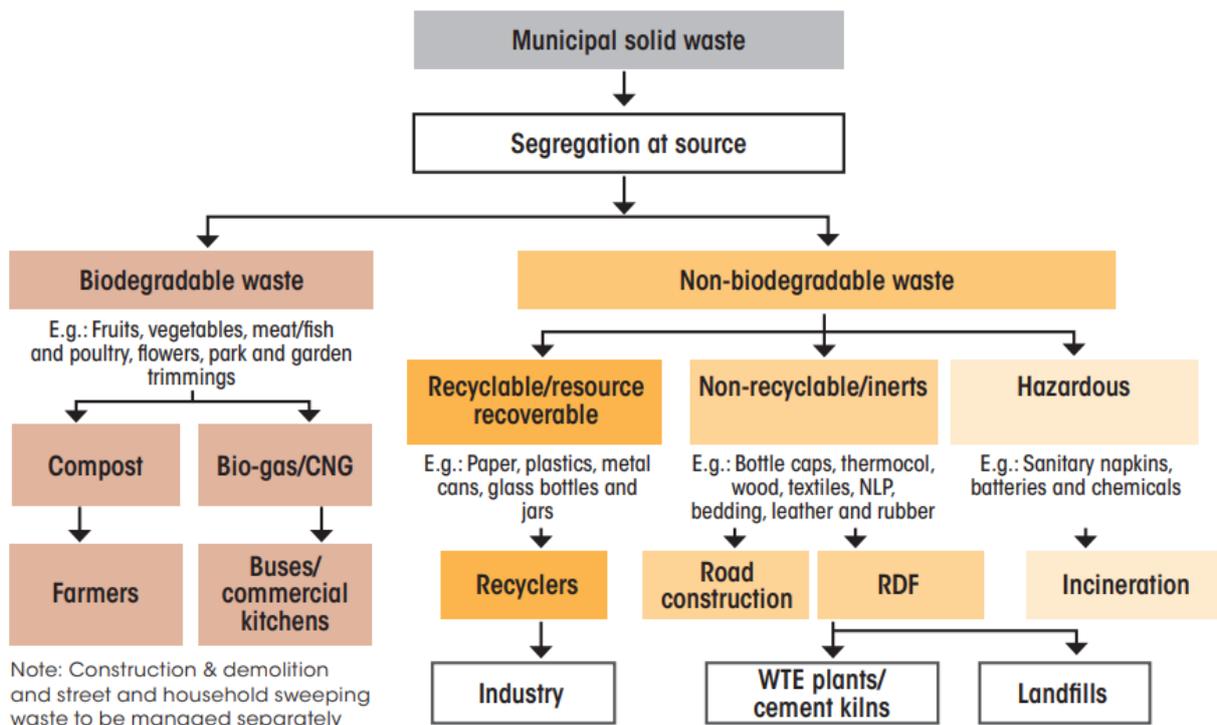
The (SBM)2.0, on Sept 1, 2021, based on clear strategy for solid waste management – a strategy that focuses

## Components of MSW management - the hierarchy

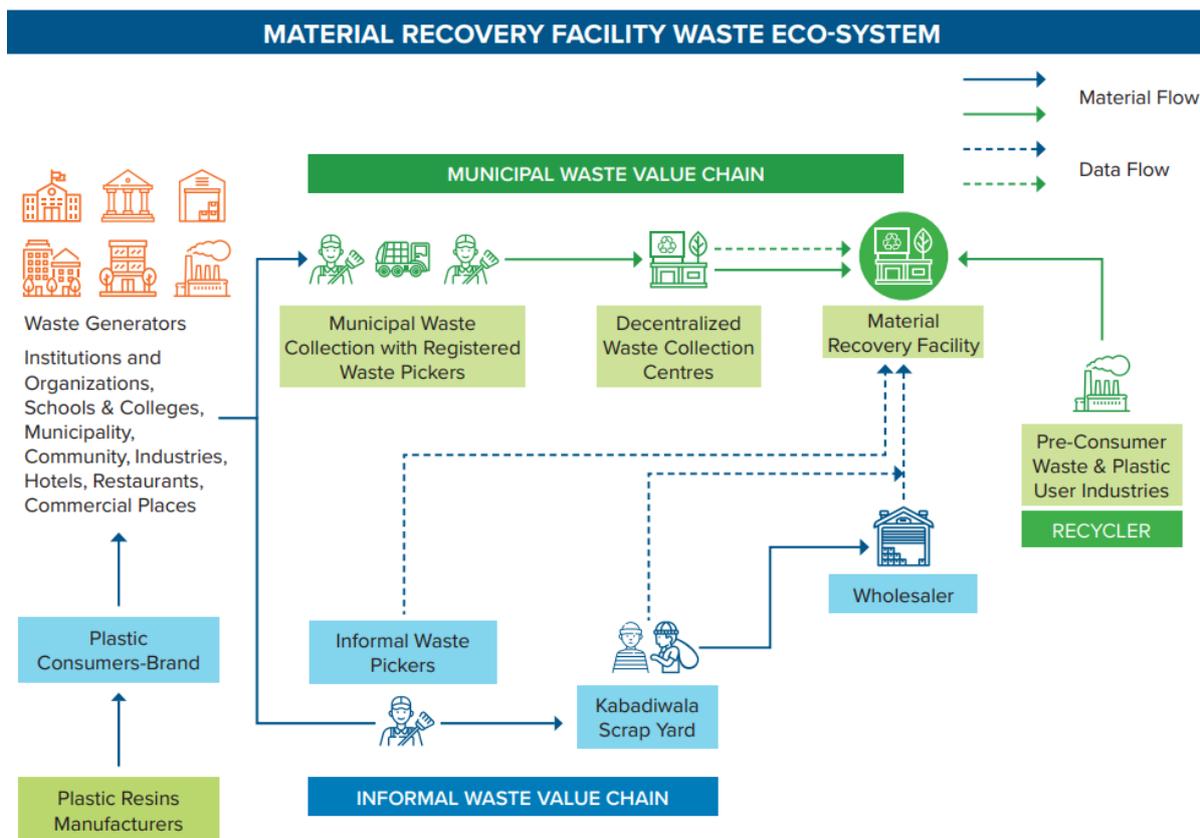


Source : Guideline for Swachh Bharat Mission (urban) 2.0, 2021

## Components of MSW management - different types of waste and where they end up



Source : Guideline for Swachh Bharat Mission (urban) 2.0, 2021



Source: [https://www.niti.gov.in/sites/default/files/2021-10/Final\\_Handbook\\_PWM\\_10112021.pdf](https://www.niti.gov.in/sites/default/files/2021-10/Final_Handbook_PWM_10112021.pdf)

**Components of MSW Management:**

The table below gives a tabular depiction of various components of Solid Waste management systems:

Components	Description
Source Segregation	Source Segregation of waste at the place of its generation in following categories is fundamental to MSWM: <ul style="list-style-type: none"> <li>• Biodegradable wastes (wet waste - food waste, fruits &amp; vegetables and parts thereof, meats, etc.),</li> <li>• Non-biodegradable wastes (dry waste - plastics, paper, cardboard, rags, glass, metal, wood and inert waste, etc.)</li> <li>• Sanitary waste and disposables thereof</li> <li>• Domestic hazardous wastes (such as aerosol cans, paint material, discarded medical supplies etc.)</li> <li>• Construction &amp; Demolition waste</li> <li>• Generators of E-waste (including fluorescent and mercury containing bulbs &amp; lamps) shall not mix e-waste with any other waste but deposit the same at e-waste collection centre</li> </ul>
Door to Door Collection	Collection of solid waste from the door step of households, apartments, housing societies, shops, commercial establishments, offices, institutional or any other nonresidential premises, including collection of such waste from entry gate or a designated location on the ground floor in a housing society, multi storied building or apartments, large

	residential, commercial or institutional complex or premises;
Separate transportation	Transportation of the segregated waste collected from source premises in specially designed, partitioned and covered transport vehicles, to the respective processing facilities.
Waste Processing	Processing of different fractions of MSW i.e. dry, wet, C&D and plastic as per Solid Waste Management Rules 2016. Processing is to be done differently for different categories of waste
Wet Waste	<ol style="list-style-type: none"> <li>1. Home / Family sized Decentralized Composting Community /larger Decentralized (Less than 5 TPD) composting facilities</li> <li>2. Centralized composting facilities (More than 5 TPD)</li> <li>3. Bio-methanation - most suited for segregated wet waste like food waste from hotels/restaurants, and waste from dairy, vegetable market, meat/fish markets, mela waste etc.</li> </ol>
Dry Waste	<ol style="list-style-type: none"> <li>1. Material Recovery Facility (MRF) is a facility where non-compostable solid waste can be temporarily stored and processed by authorized agencies for further segregation, sorting and recovery of recyclables/nonrecyclables/inert such as segregation of plastic, glass, metal, paper, clothes etc. The recyclable fraction like plastics and metals are to be sent to authorized recyclers.</li> <li>2. The non-recyclable/ combustible waste is to be sent to Waste to Energy plant/ Cement Kilns as Refuse Derived Fuel (RDF). i. Incinerators: Sanitary napkins and Diapers are to be separated, specially marked and sent to a bio-medical waste/ waste to electricity plant for incineration. ii. Waste to Electricity plants: The combustible fraction of waste out of MRF/ Processing Facilities which is non-recyclable and has calorific value of 1,500 Kcal per kg and above can be used in waste to electricity plants.</li> </ol>
Sanitary Landfill	Only the inert waste (mostly from street sweeping) and process rejects (in no case should this exceed 20% of total waste) which are not suitable for any of the above dry and wet waste treatment processes can be sent to sanitary landfills. It is recommended that SLFs are set up as separate business entities levying tipping/ gate fee as per the quantity and quality of waste received at the facility. Free use of SLF / LF may not be allowed, to increase the processing & recycling efficiency by the ULBs and its contractors.
C&D Waste	Construction & Demolition (C&D) waste is generated whenever construction/ demolition activity takes place such as building roads, bridges, highways, flyovers, subway and redevelopment of old structures. It consists mostly of inert, non-biodegradable material such as concrete, soil, steel, wood & plastics, bricks & mortar etc. C&D waste is sorted into different streams and sent to C&D waste processing plant.
Bulk Waste Generators	All Bulk waste generators have to manage their own wet waste and also make own arrangements for dry waste management
User Fee	Suitable User Fee and relevant penalty provision needs to be notified by all ULBs as per Rule 15 (ze) (zf) of SWM Rules 2016 on the lines of advisory circulated by MoHUA.

Source: <https://sbmurban.org/storage/app/media/pdf/swachh-bharat-2.pdf>

## Advantage India

### Robust Demand :

- India is expected to become the world's third largest construction market by 2022

- India will require investment worth ₹50 trillion (US\$ 777.73 billion) across infrastructure by 2022 for a sustainable development in the country.

#### **Attractive Opportunities :**

- Favorable valuation and earnings outlook makes this sector an attractive opportunity
- In November 2021, India, the US, Israel and the UAE established a new quadrilateral economic forum to focus on infrastructure development projects in the region and strengthen bilateral co-operation.
- The initiative ‘Infrastructure for Resilient Island States’ (launched in November 2021) will give India a huge opportunity to contribute to the betterment of other vulnerable countries in the world.

#### **Policy Support**

- In Union budget 2022-23 focus was on the GatiShakti – National Master Plan for multimodal connectivity to economic zones. Everything from roads to trains, from aviation to agriculture, as well as many ministries and departments, will be integrated under the PM GatiShakti National Master Plan.
- In Union Budget 2021, to support initiatives such as ‘Housing for All’ and ‘Smart Cities Mission’, the government allocated ₹13,750 crore (US\$ 1.89 billion) to AMRUT and Smart Cities Mission.
- In March 2021, the Parliament passed a bill to set up the National Bank for Financing Infrastructure and Development (NaBFID) to fund infrastructure projects in India.

#### **Increasing Investments**

- Huge investments in infrastructure (e.g., Reliance Digital Fiber Infrastructure Trust Investment of US\$ 1 billion) have provided momentum to overall PE/VC investments in India.
- Prime Minister Mr. Narendra Modi announced a ₹100 lakh crore master plan for multi-modal connectivity in October 2021, with the goal of developing infrastructure to lower logistic costs and improve the economy.

Source: <https://www.ibef.org/industry/infrastructure-sector-india>

## OUR BUSINESS

*This chapter should be read in conjunction with, and is qualified in its entirety by, the more detailed information about our Company and its financial statements, including the notes thereto, in the sections titled 'Risk Factors' and 'Financial Information' and the chapter titled 'Management Discussion and Analysis of Financial Condition and Results of Operations' beginning on page nos. 24,156 and 189 respectively, of this Draft Red Herring Prospectus. Unless the context otherwise requires, in relation to business operations, in this chapter of this Draft Red Herring Prospectus, all references to "we", "us", "our" and "our Company" are to R & B Infra Project Limited & its Joint Ventures as the case may be.*

### OVERVIEW

We are an integrated Engineering, Procurement and Construction ("EPC") company with an experience of more than two decades in design, project management services and diverse engineering works in India. We are registered as a Civil - Class I-A contractor for MCGM and Central Public Works Department with unlimited bidding rights for its civil works. We are also registered as a Class AA Registration contractor for Roads & Building Department – Gujarat.

We are ISO 9001: 2015 certified for Quality Management Systems, which we apply to the design, development, engineering, procurement and construction of projects, ISO 27001:2013 for Information Security Management Systems, ISO 20000-1:2011 for Information Technology Management System.

Our total order book as on August 31, 2022 stood at ₹ 1,25,629.92 Lakhs consisting of 31 projects.

Since commencing our business in 2005, we have serviced a diverse range of construction and infrastructure projects and services in sectors such as water supply, solid waste management, road construction, canals, sewerage operation, building construction etc. We have been awarded projects by various government / semi-government bodies such as State of Maharashtra – Public Works Department (PWD), Maharashtra State Road Development Corporation (MSRDC), Mumbai Metropolitan Region Development Authority (MMRDA), Maharashtra Rural Road Development Association (MRRDA), Maharashtra State Road Transport Corporation (MSRTC), State of Maharashtra - Water Resources Department, Pune Municipal Corporation (PMC), Pimpri-Chinchwad Municipal Corporation (PCMC), Pimpri-Chinchwad New Town Development Authority (PCNTDA), other local bodies in Maharashtra.

Our Company is the flagship company of the Rathore Group; the group was founded by our promoter, Ratansingh Rathore in the year 1994 having an experience of more than 25 years in the same line of business and has been instrumental in driving the growth and business strategies of our Company. For further information, please refer to section titled "Our Promoters and Promoter Group" beginning on page no. 149 of this Draft Red Herring Prospectus.

### **Our EPC operations are broadly divided into servicing these three sectors:**



We have executed 45 projects since incorporation, out of which we have constructed 2 in Power Sector, 10 in Road Sector and 33 in Urban Infrastructure Sector with an aggregate value of ₹ 1,05,427.68 Lakhs.

### ***Highlights of some of our key projects are as below :***

- Operation & Maintenance of Ghogri multi village scheme in Betul district for water supply
- Construction of Road as part of ICRB works through EPC mode of execution in Vartak, Arunachal Pradesh
- Collection & Transportation of Municipal Solid Waste of Municipal Corporation of Greater Mumbai
- Design, Build and Commissioning including Rehabilitation and Upgrade of Common Effluent Treatment Plant (CETP) at Roha Industrial area.
- Operating and managing the door-to-door segregated collection and transportation of solid wastes.
- Storm water drainage project for Mira Bhayandar Municipal Corporation phase II under AMRUT Mission.

- Survey, Design, Construction and commissioning of Sewerage Network in Bhind Municipal area Under AMRUT Scheme.
- Construction of Medical College & up-gradation of District Hospital at Sirohi (Phase-I)
- Development & Beautification of Garden Operation & Maintenance (MCGM).

While we execute a majority of our projects ourselves, we also form project-specific joint ventures and consortiums with other infrastructure and construction companies. In particular, when a project requires us or our consortium partners to meet specific eligibility requirements in relation to certain projects, including requirements relating to specific types of experience and financial resources, we enter into such partnerships or consortiums with other infrastructure and construction companies. *For further information, please refer to section titled “Our History” beginning on page 125 of this Draft Red Herring Prospectus.*

### **Our Competitive Strengths**

#### ***Strong project management capabilities with industry experience***

Since incorporation, we have completed 45 projects having an aggregate contract value of Rs. 1,05,427.68 Lakhs. Our focus is to leverage our strong project management while maintaining high quality of engineering and construction. Our in-house engineering and designs based on the conceptual requirements of our clients, we have adopted industry’s best practices, including regularly undertaking mock drills and other safety orientation programmes to promote a safe working environment. We own a large fleet of modern construction equipment and motor vehicles which would help us in executing multiple projects at one point in time. Our experience in execution of projects, technical capabilities, timely performance, reputation for quality and timely delivery, financial strength as well as the price competitiveness has enabled us to successfully bid and win projects.

#### ***Visible growth through a robust order book***

In our industry, an order book is considered an indicator of future performance since it represents a portion of anticipated future revenue. We are not focused solely on order book addition but, rather, on adding quality projects with potentially higher margins. By diversifying our skill set and order book across different business and geographical regions, we are able to pursue a broader range of project tenders and therefore maximize our business volume and contract profit margins. As on August 31, 2022, we have been awarded contracts which are on-going to the aggregate of ₹ 1,78,645.28 lakhs of which ₹ 53,015.36 lakhs worth works have been executed and the remaining ₹ 1,25,629.92 lakhs are part of our order book. We have been able to achieve and maintain such robust Order Book positions due to our continued focus on our core areas and our ability to successfully bid and win new projects. This robust order book would provide us with sustainable growth opportunities and ability to enhance shareholder’s value in the future.

#### ***Experienced Promoter and Management Team***

Our Promoter have played a key role in the development of our business and we benefit from their knowledge of industry and expertise, vision and leadership. We have seen robust business growth under the vision, leadership and guidance of our individual Promoter, Ratansingh Rathod, who have more than 25 years of experience in Construction and Infrastructure Industry. Further, our Company is managed by a team of competent personnel having knowledge of core aspects of our Business. Our Promoter is well assisted by our Key Managerial Persons who have helped us to have long term relations with various customers, including government agencies and has also facilitated us to establish a strong financial and technical eligibility for direct bidding of tenders. Our experience, knowledge and human resources will enable us to drive the business in a successful and profitable manner. *For further information, please refer to section titled “Our Management” beginning on page 133 of this Draft Red Herring Prospectus.*

#### ***Strong Financial Performance***

Our company is more than 17 year old and we have been profitable since inception. In the last three years, despite external factors such as Covid and other disruptions we have been able to achieve strong financial performance. Our revenue from operations have increased from ₹ 15,312.84 lakhs in Fiscal 2020 to ₹ 18,497.75 lakhs in Fiscal 2021 and to ₹. 21,272.26 lakhs in Fiscal 2022 representing a CAGR of 11.58%. Our EBITDA have increased from ₹ 2,201.46 lakhs in Fiscal 2020 to ₹ 2,618.41 lakhs in Fiscal 2021 and to ₹ 2,598.00 lakhs in Fiscal 2022 representing a CAGR of

5.68%. Our Profit After Tax (PAT) have increased from ₹ 716.98 lakhs in Fiscal 2020 to ₹ 953.81 lakhs in Fiscal 2021 and to ₹ 1,192.11 lakhs in Fiscal 2022 representing a CAGR of 18.47%.

We strive to maintain a robust financial position with emphasis on having a strong balance sheet and increased profitability. For further details on a comparative analysis of our financial position and revenue from operations, see the section titled “*Management’s Discussion and Analysis of Financial Condition and Results of Operations*” on Page 189 of this Draft Red Herring Prospectus.

## **Our Strategies**

### ***Augment our Financial strength to ensure we are able to grow the scale of operations***

We intend to continue our practices of strict cost control through (i) ownership and maintenance of modern construction equipments and centralizing procurement of major construction equipments and raw materials; (ii) careful selection of projects; and (iii) cautious expansion into new businesses or new geographical areas. Further, in our efforts to avoid over-leveraging our balance sheet, we intend to ensure that our company is well funded in form of equity capital and hence we propose to raise working capital finance from this Issue. Such balance sheet management shall augment our financial strength and will be the driving factor for the sustainable growth and expansion of our business in the future.

### ***Increase our competitiveness through continuous focus on Government and Semi-Government projects for our EPC Business***

We strive to become a strong player in the construction industry with strong client relationships, dedicated workforce and strong reputation as a top-quality EPC service provider with the capability to execute projects without project delays or cost overruns. Over 95% of our completed projects have been government or semi government clients. Further over 90 % of our current order book is also from government / semi government client. We will continue focusing on providing high quality EPC services, conduct more EPC business, enhance client satisfaction in our core area through cost effective and timely completion, motivate and train our staff to improve productivity and service quality and update and implement our systems in line with industry standards. By focusing on government / semi government EPC projects, we seek to increase our competitive advantage and win opportunities to increase our engineering and procurement capabilities.

### ***Continue focusing on on-time delivery and quality execution:***

We intend to continue to focus on performance and project execution in order to maximize client satisfaction and profit margins. We also intend to integrate best practices from different sectors and geographic regions. We attempt to utilize advanced technologies, designs, engineering and project management tools to increase productivity and maximize asset utilization in construction activities. We intend to continue to invest in and upgrade our information and communication technology infrastructure for our operations in order to offer high quality engineering solutions to our clients. We will also continue to invest in construction equipment, manpower resources and training to improve our ability to execute our projects with quality and efficiency.

### ***Geographical Diversification***

The geographical diversification of our projects will reduce our reliance on particular States and allow us to capitalise on different growth trends in various states across India. Our strategy of focusing on further developing our existing markets viz. Jammu & Kashmir, Arunachal Pradesh, Rajasthan, Haryana, Madhya Pradesh, Gujarat, Maharashtra, Karnataka as well as expanding into new markets with high growth potential will enable us to effectively target growth opportunities, widen our revenue base, as well as reduce the risk of volatile market conditions and price fluctuations resulting from concentration of resources in a particular geographic region.

## DETAILS OF OUR BUSINESS

### Location

**Corporate Office Address:-** D/1, Ground Floor, Building No.6, St Kripa CHS Ltd, Near Natural Ice Cream, Prem Nagar, Borivali (West), Mumbai 400 092.

**Registered Office Address:-** B-1 Neela Apartment, Opp. Mandpeshwar Ind. Estate, S.V.P.Road, Borivali (West), Mumbai 400 092.

### Description of Our Services

We are an integrated Engineering, Procurement and Construction (“EPC”) company with an experience of more than two decades in design, project management services and related engineering works in India. Since commencing our business in 2005, we have serviced a diverse range of construction and infrastructure projects in sectors such as water supply, solid waste management, road construction, canals, sewerage operation, building construction etc.

**Images of some of our executed projects are as entailed below:**

**BRTS : Bus Rapid Transit System**

**Work :** Construction, Fabrication and Erection of 07 Bus Shelters along the BRTS Corridor



### Construction of Road :

Construction & AMP; upgradation to 2 lane with paved shoulder from design Length on Khellani – Kishtwar – Chattroo section of NH-244 in the union territory of Jammu & Kashmir on EPC mode.





**Construction & Development Of Auditorium : Ambarnath Municipal Council, Ambarnath, District Thane**



**Jawaharlal Nehru Port Trust (JNPT) Renovation work : Renovation of 12-Residential Building in JNPT Township**



**Construction of Road : Design and construction of road as part of ICRB works in Arunachal Pradesh**



### Completed Projects

Since our incorporation we have successfully completed 45 projects. The details of our projects which are completed in the last 5 years till August 31, 2022 are provided below :-

S.N.	Name of Work	Year of Completion	City	Amount (in Lakhs)
1.	Hire of Vehicles for Collection & Transportation of Municipal Solid Waste including materials removed from the slums.	03-07-2020	Mumbai	10,268.11
2.	Door to Door Collection and Transportation of Municipal Solid Waste upto Disposal Site in Nanded Waghala City Municipal Corporation.	15-02-2018	Nanded	10,415.98
3.	Storm water drainage project for Mira Bhayandar municipal corporation phase II under AMRUT Mission.	29-01-2018	Mumbai	6,884.04
4.	Augmentation to Parbhani water supply scheme under UIDSSMT Part-B.	31-01-2021	Parbhani	6,512.15
5.	Survey, Design, Construction & Commissioning of sewerage network in Bhind Municipal area under AMRUT Scheme	08-12-2017	Bhind	6,498.32
6.	Supply, installation, commissioning and 05 years comprehensive maintenance of solar street lightning systems in various district of UP.	04-07-2019	Multiple Districts in UP	1,867.50
7.	Supply & erection contract for material/equipment for rural electrification works in Bundi district under DDUGJY scheme on turnkey basis against package no JVVNL/DDUGJY/BUNDI.	20-03-2020	Bundi	600.41
8.	Construction of District Secretariat at Silvassa	30-04-2018	Silvassa	3,672.72
9.	Proposed Construction of Hospital Building (G+4) at Tembha village at Bhayandar west for M.B.M.C.	01-09-2018	Bhayander	2,268.52
10.	Municipal Solid Waste Collection from Door to Door i.e. Premises to Premises, Commercial Properties, Public Roads, Public Places etc and Transportation up to Landfill/Processing Plant/Dump Site as per the directions of the KDMC by using Refuse Copmpactor and Ringer Bell Vehicals Ward B,C,J & D Ward of KDMC.	29-09-2020	Kalyan	4,203.79
11.	Widening & Construction of Road from Vasant Vihar Road to Majiwada junction on Pokhran Road no 2	13-12-2018	Thane	1,477.14
12.	Construction of New Administrative Building for Ambernath Municipal Council	20-04-2021	Ambernath	1,122.86
13.	Supply, installation, commissioning and comprehensive maintenance (3 years) for CCTV surveillance system in residential high schools and ashram.	08-03-2019	Multiple places in Odisha	1,070.00

S.N.	Name of Work	Year of Completion	City	Amount (in Lakhs)
14.	Proposed reconstruction of Nalla from Indira nafar complex to old Railway Phatak Bhandar(W) in MBMC area	11-01-2019	Mira Bhayander	333.94
15.	Placing of furniture and sitting arrangement in new administrative building and beautification by GRC method	22-02-2021	Ambernath	158.06
16.	Providing and fixing UPVC windows and providing & laying of gypsum and putti of new administrative building of AMC	07-03-2021	Ambernath	111.97

#### Analysis of Completed Projects / Works:

Since incorporation, we have completed 45 projects having an aggregate contract value of ₹ 1,05,427.68 Lakhs. An Analysis of our completed works is entailed below:

Sector	Sub - Sectors	Amount (₹ in Lakhs)	No. of Projects	%
<b>Power</b>	Power Generation	1,867.50	1	1.77%
	Power Transmission & Distribution	600.41	1	0.57%
<b>Sub Total (Power)</b>		<b>2,467.91</b>	<b>2</b>	<b>2.34%</b>
<b>Roads</b>	Rural Roads	6,714.10	9	6.37%
	State Roads	61.09	1	0.06%
<b>Sub Total (Roads)</b>		<b>6,775.19</b>	<b>10</b>	<b>6.43%</b>
<b>Urban Infrastructure</b>	BRTS	3,353.57	1	3.18%
	Building Construction	8,282.44	7	7.86%
	Bus Station	270.54	1	0.26%
	CCTV Installation & Commissioning	1,070.00	1	1.01%
	Effluent/ Waste Management	25,252.18	4	23.95%
	Garden Development	1,123.65	3	1.07%
	Other Civil Works	8,125.32	4	7.71%
	Water Drainage/ Sewerage	8,829.01	6	8.37%
	Water Supply & Sanitation	39,877.88	6	37.82%
<b>Sub Total (Urban Infrastructure)</b>		<b>96,184.59</b>	<b>33</b>	<b>91.23%</b>
<b>Grand Total - Completed Projects</b>		<b>1,05,427.68</b>	<b>45</b>	<b>100.00%</b>

*Note 1: The data pertaining to completed projects only includes fully completed projects for which Completion Certificates have been received.*

*Note 2: The Completed Projects explained above includes projects completed aggregating to ₹ 88,661.25 Lakhs which were awarded in the name of our company and ₹ 16,766.44 lakhs which are awarded to our Joint Venture Entities.*

## Order Book

Our Order Book as on a particular date consists of contract value of unexecuted or uncompleted portions of our ongoing projects i.e., the total contract value of ongoing projects as reduced by the value of construction work billed till August 31, 2022.

As on August 31, 2022, we along with our JV's have been awarded total 31 projects aggregating to ₹ 1,78,645.28 lakhs of which ₹ 53,015.36 lakhs worth works have been executed and the remaining ₹ 1,25,629.92 lakhs are part of our order book. The details of pending orders in hand are as below:

Sr. No	Name of work	Pending Order Value (in Lakhs)
1	Engineering, Procurement, Construction, Testing, Commissioning trial run and operation & maintenance of various components of Ghogri Multi village scheme district Betul in single package on Turn key job basis including trial run and operation & Maintenance of the entire water supply scheme for 10 years.	21,555.64
2	Design and construction of road as part of ICRB works from Y JN Sungestar Jesmi Rock to Chemma Karpola between chainage through EPC mode of execution to include formation work, permanent work & surfacing work in area of responsibility of project Vartak in the state of Arunachal Pradesh	14,802.28
3	Design, Build and Commissioning including Rehabilitation and Upgrade of Common Effluent Treatment Plant (CETP) on DB basis with Operation & Maintenance at Roha Industrial Area	8,159.85
4	Construction & AMP; upgradation to 2 lane with paved shoulder from design km.67.805 (at the end of km 83rd tunnel near dharbshala) to km 80.675 ( Dulhasti) of 12.87 km Length on Khellani – Kishtwar – Chattroo section of NH-244 in the union territory of Jammu & Kashmir on EPC mode (Pkg-III) & Amp;	10,780.74
5	Selection of Operator for operating and managing the door-to-door segregated collection and transportation of solid waste to waste depot at Chavindra from solid waste zones I, II, III, IV & V of BNCMC	11,560.21
6	Door to Door Collection and Transportation of Municipal Solid Waste up to Disposal Site in Nanded Waghala City Municipal Corporation	199.25
7	Construction of Works of Water Supply Production and Distribution Network Improvements with house service connections for nonrevenue water reduction and continuous water supply and Providing Sewer Network with House connections, and construction of Sewage Treatment Plant, Sewage Pumping Station and all allied Works and operation services of the entire system for 10 years at Mandawa (Jhunjhunu)	7,782.00
8	Survey, Design, Construction and commissioning of Sewerage Network in Bhind Municipal area Under AMRUT Scheme.	1,228.39
9	Construction of Medical College & up-gradation of District Hospital at Sirohi (Phase-I) (Excluding Cost of Cement)	5,284.17
10	Bid documents for “Design, Build, Trial Run Contract for construction of RCC U/G Sump, RCC ESR, Pump House & Providing, Supplying, Lowering, Laying & Jointing Rising Main & Gravity main Pipeline & Supply, Installation, Testing & Commissioning of Horizontal Mono Shaft Pumps With Associated Mechanical and Electrical equipment's, Instruments & Accessories with Operation & Maintenance of All type Civil & Mechanical Structures, Machineries & Pipeline Network for 5 Yrs. under Regional Water Supply	8,010.71
11	Design and Construction of Sewerage works (including left over work of earlier contractor) along with Sewage Pumping station, 4 Nos. new Decentralized Sewage Treatment Plants (STPs) and up-gradation of existing 6 MLD STP for effluent quality improvement including Operation services of the entire system for 10 years at Mount Abu.	2,740.41
12	Municipal Solid Waste Collection from Door to Door i.e. Premises to Premises, Commercial Properties, Public Roads, Public Places etc. And Transportation up to Landfill/ Processing Plant/ Dump Site by using Refuse Compactor and Ringer Bell Vehicles (Package -1) of B & C Ward of KDMC	4,529.84
13	Bid documents for “Working Survey, Design, Build, Testing & Commissioning of Intake Well With Approach Bridge, Water Treatment Plant, Pump House, RCC Under Ground Sump/ESR,	5,581.33

Sr. No	Name of work	Pending Order Value(in Lakhs)
	Providing, Supplying, Lowering, Laying, Jointing, Testing and Commissioning of Rising Main including SITC of Pumping Machinery and all allied work complete with post completion O&M for five years for 'Augmentation of Sanjan Regional Water Supply Scheme' of Umargam taluka of Valsad District." (10 Villages)	
14	Construction of Four Lane with Paved Shoulder Rohat Bypass Starting from Design Chainage to Design Chainage Km 4+913 (Km 349+100 of Jodhpur- Pali Section NH-65) in State of Rajasthan" on Engineering, Procurement & Construction (EPC) Mode	1,504.00
15	Municipal Solid Waste Collection from Door to Door i.e. Premises to Premises, Commercial Properties, Public Roads, Public Places etc. And Transportation up to Landfill/ Processing Plant/ Dump Site by using Refuse Compactor and Ringer Bell Vehicles (Package - 2) of D & J Ward of KDMC	3,486.75
16	"Construction of Library Building at Chaudhary Ranbir Singh University, Jind, Haryana."	3,809.36
17	Construction of Drainage Network for Missing Link Zone -II	2,008.83
18	Construction of Storm Water Drainage Scheme Bonpara Padshai bagh	1,369.60
19	Design And Construction Of 5 Mld Capacity Sewage Treatment Plant (STP) Based On Sequencing Batch Reactor Process Technology With Biological Nutrient Removal System At Kaggadasapura, Bengaluru Including Operation And Maintenance Of Constructed Facilities for Ten (10) Years	2,638.36
20	Provision of House Sewer Connections to the sewerage system in Pali town (Rajasthan)	1,394.11
21	Construction & development of auditorium in Ambarnath Municipal Council, Tal Ambarnath District Thane	708.51
22	Construction of B.Sc Nursing College & Hostels Building at Sirohi (Excluding cost of Cement).	1,322.15
23	Construction of 40 DP Rd From Ovala naka, Ghodbunder road to Moghaarpada School Reservation upto Shallow water park Reservation.	693.19
24	Construction of Concrete Road at Ratnakar Khare Marg – Sawarkar Chowk to Amardham Smashan Bhumi in Prabhag Samiti – D, Ward No. 18 in Panvel Municipal Corporation area	127.61
25	Pre-monsoon Preventive Maintenance work and emergency work of various road in Zone V	1,083.12
26	Renovation of 12-Residential Building in sector 2 of JNPT Township	500.83
27	Construction of indoor stadium Sirohi (excluding cost of cement and electrical works )	709.65
28	Construction & Widening of Road from Waghbil Main Road Vijay Anex to Vijay Lawns in Majiwada Manapada Ward Committee	470.73
29	R and R of NH244 by laying BC in selected stretches in the UT of J and K	675.45
30	Short term Routine Maintenance & Engineering Improvement of Dhule- Pimpalgaon Section of NH-3 in state of Maharashtra	520.16
31	Improvement of Kopari Meet bunder road (Mangla high school to Veesarjan ghat), Late Narayan Koli Chowk to Astha Vinayak Chowk as Model Road by Renovation and Beautification of Existing Road followed by maintenance for 3 years	392.69
<b>Total</b>		<b>1,25,629.92</b>

**Sectoral Analysis of Our Order Book:**

Sector	Sub - Sectors	Amount (₹ in Lakhs)	No. of Projects	%
<b>Road Projects</b>	National Highway	11,976.35	3	9.53%
	Rural Roads	17,990.50	6	14.32%
	Urban Road	1,083.12	1	0.86%
<b>Sub Total (Roads)</b>		<b>31,049.97</b>	<b>10</b>	<b>24.72%</b>
<b>Urban Infrastructure</b>	Building Construction	11,625.03	5	9.25%
	Effluent/ Waste Management	16,375.68	4	13.03%
	Other Civil Works	8,720.36	2	6.94%
	Water Drainage/ Sewerage	23,949.02	5	19.06%

Sector	Sub - Sectors	Amount (₹ in Lakhs)	No. of Projects	%
	Water Supply & Sanitation	33,909.85	5	26.99%
<b>Sub Total (Urban Infrastructure)</b>		<b>94,579.95</b>	<b>21</b>	<b>75.28%</b>
<b>Grand Total</b>		<b>1,25,629.92</b>	<b>31</b>	<b>100.00%</b>

Note 1: The Order book entails from total awarded on-going contracts valued at ₹ 1,78,645.28 lakhs of which ₹ 53,015.36 lakhs are recognised as revenue and the remaining amounts signifies our order book.

Note 2: The order book explained above includes pending orders aggregating to ₹ 62,011.04 Lakhs which are awarded in the name of our company and ₹ 63,618.88 lakhs which are awarded to our Joint Venture Entities.

### Joint Ventures

Our Company, from time to time, enters into certain joint venture agreements for the purposes of bidding and execution of projects. These are business joint ventures and not incorporated companies. While we execute a majority of our projects ourselves, we form project-specific joint ventures and consortiums with other infrastructure and construction companies. In particular, when a project requires us or our consortium partners to meet specific eligibility requirements in relation to certain projects, including requirements relating to specific types of experience and financial resources, we enter into such partnerships or consortiums with other infrastructure and construction companies. The details of our Joint Ventures are as below:

Sr. No.	Name of Party	Formation Date	Company's share in Joint Venture (%)		
			31-Mar-22	31-Mar-21	31-Mar-20
1	R.S.J. (JV)	05-01-2012	40%	40%	40%
2	RBIPPL - SRCC J.V	19-06-2017	74%	74%	74%
3	RBIPPL & Coastal Dredging & R&B Infra Project Ltd. (JV)	01-02-2018	50%	50%	50%
4	RBIPPL & Hydroair (JV)	14-09-2018	51%	51%	51%
6	RBIPPL - Hydrotech JV	30-08-2019	70%	70%	70%
5	Wani RBIPPL (JV)	05-10-2019	26%	26%	26%
7	LNA - R&B JV	20-07-2020	26%	26%	26%
8	RBIPPL - MT PHAD JV	19-06-2021	85%	-	-
9	RBIPPL and Hive (JV)	30-09-2021	65%	-	-
10	RBIPPL - DEV - MTP JV	20-02-2022	60%	-	-

Further following J.V has been formed after March 31, 2022 which is as below :

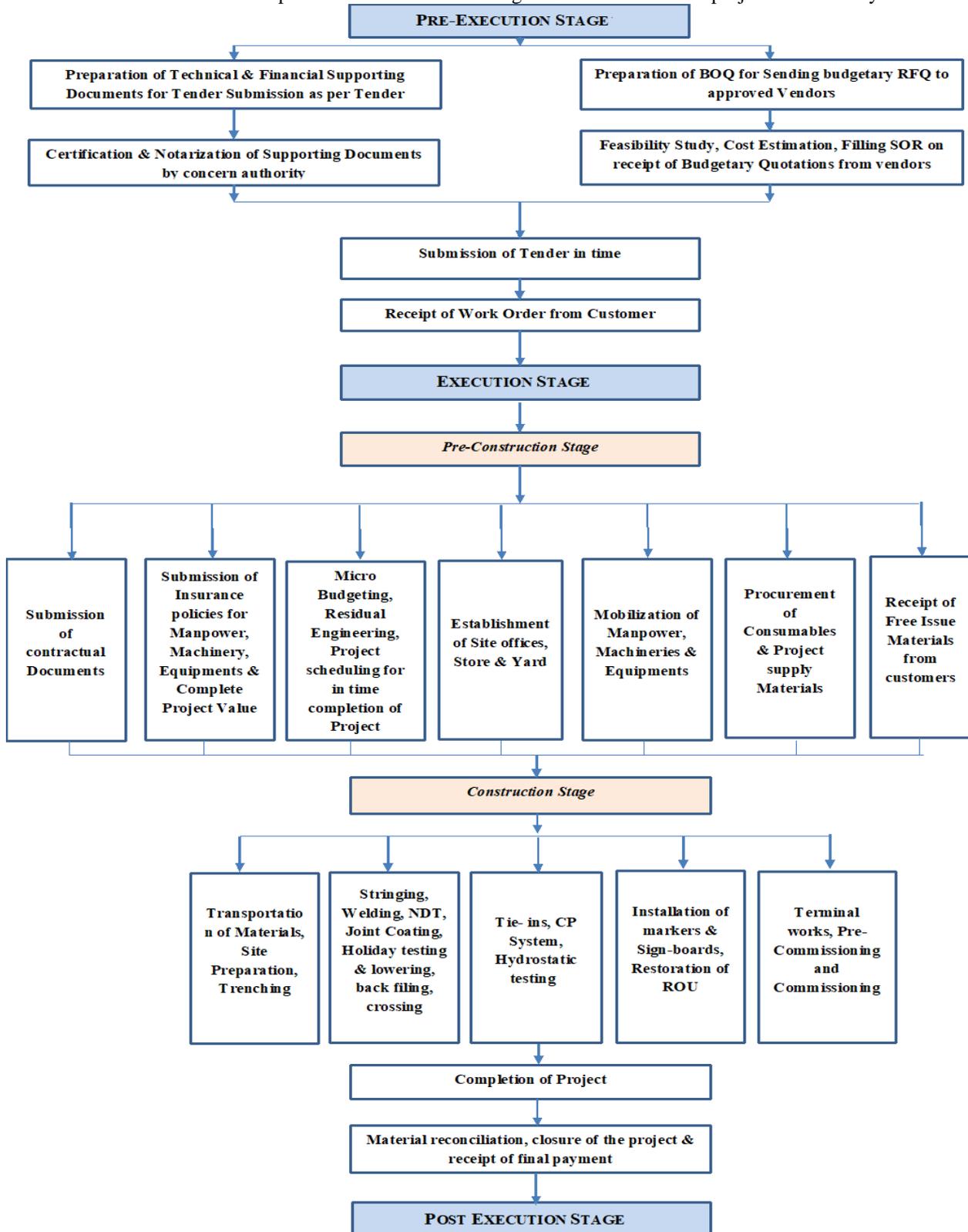
SN	Name of Party	Formation Date	Our Company's share in Joint Venture (%)
1	VEEPL-RBIPL JV	16-06-2022	26%

### Bidding of Projects

Currently, our Company has been working on various government, semi government, commercial and infrastructure projects on both owned and sub-contract basis. Over the years, we have amassed a significant amount of experience in various construction and infrastructure projects and have also built a financially sound balance sheet. There are many eligibility criteria set by the government agencies for particular projects such as financial eligibility, past projects executed by us etc. We intend to enhance our bidding activity for various projects for which tenders are invited and also intend to increase our presence in direct contracting project works. This will enable us to increase our financial results and also provide us a varied work profile.

## Business Process Cycle

Contracts are primarily awarded through “Competitive Bidding” Tender method based on combination of factors amongst which technical qualifications, proposed project team, schedule, past performance on similar projects, the bid amount are the major determining factors. The process requires each bidder to pre-qualify for the activities by meeting criteria that includes technical capabilities and financial strength. Given below is our project execution cycle :-



## **I. Pre-Execution Stage**

Our Company procures work orders primarily through bidding process.

Our tendering team keeps track of the tenders floated and identifies the projects suitable for our Company on the basis of project timelines, technical and financial parameters, estimation, scale of projects, etc. Post identification of target projects, our Company refers the pre-qualification requirements of tender bidding and ensures the fulfilment of the same. Pre-qualification requirements include financial position, location of bidder, status of completed projects, track record etc.

After satisfying the pre-qualification requirements, our team undertakes basic feasibility study on the basis of the estimated cost involved in projects and other resources required. On the basis of cost estimation, we identify the ideal bidding quotation for the tenders. After estimation of cost, our team completes the details and documents as per the forms and formats provided in tender documents. Our Company also refers the specification, drawings and bills of quantities of the projects. We generally send our Project Survey Team to identify the various aspects of the project at the given location in the tender and carry out basic feasibility survey / study so that estimation can be carried out based on actual site conditions/parameters. Any techno-commercial query(s) in the identified Tender is communicated to Client in or before the pre-bid meeting and client clarifies our queries before submission of our final bids.

After completion of all the above activities, our team submits the tender bid, as per the prescribed mode provided, with in prescribed timeline. The client typically evaluates the technical bid or Pre-qualification application first, so as to ensure that further bids of only technically qualified bidders should be considered for further processing or financial evaluation. Thereafter, project is awarded to the bidder who offers the lowest bid along with meeting with the stipulated techno-commercial criteria.

## **II. Execution Stage**

After the award and acceptance of contract, our Company identifies and mobilizes the required Project Execution Team, to look after the execution aspects of the project in the following manner:

### **Pre-Construction Stage**

Extensive documentation and procedures for various different activities are prepared and submitted for approval to the client for effective execution, control and monitoring of the project. These documents & procedures includes but are not limited to the following:

- Detailed Route Survey
- Design and Detailed Engineering
- Mobilization Plan
- Sub-Contracting Plan
- Site Organization Plan
- Quality Assurance and Quality Control Procedures
- Reviewing proposed work schedule in detail
- In-depth review of the procedures required to be put in place in respect of the site activities
- Health, Safety and Environmental (HSE) Plan
- Preparation of material take over required for the project, as per scope of supply.
- Micro scheduling of construction activities
- Approval of vendors for materials to be supplied

### **Detailed Engineering**

Our survey team carries out detailed survey of the project site and based on the detailed survey, the project is designed and detailed engineering is done for the entire activities for execution of work. Thereafter, required documents are submitted to the client for approval and once the approval is received, procurement and construction activities commence.

### **Mobilization**

Suitable location is identified and finalized for establishment of site office, stores, materials / equipment storage yard. Simultaneously following actions are taken:

- Obtaining necessary labour license(s)
- Mobilization of manpower, machineries and equipment in phased manner required adequately to execute the work
- Arranging insurance policies as per the terms and conditions of the work order
- Establishment of storage yard & camp facilities.

### **Procurement of Materials & Equipment**

Orders are placed with the approved vendors for the materials required to be procured by us along with technical specifications. Before commencement of manufacturing/fabrication, vendor submits technical documents for client approval. Procurement Team / Project Co-ordinator coordinates with the concerned agencies / vendors to ensure completion of manufacturing / fabrication, as per schedule. To ensure quality of materials / equipment, we depute specialized Third-Party Inspection (TPI) Agencies to review / witness the process of manufacturing as per the approved Quality Assurance Plan.

### **III. Construction Stage**

This stage includes project planning meetings on a regular basis to iron out the details and allocate areas of responsibility to the concerned personnel and to ensure that critical activities are monitored and on-going and continuous quality assurance and quality control program are in place.

Once the execution program is approved, the project execution team commences the implementation of the project which includes the following activities:

The materials procured by us after technical clearance from the client as per approved vendor's list for installation / execution are transported by the manufacturer / vendor either to Project site directly or stocked at our stores for future transportation to the site. We also receive Free Issue Materials from Client's site store or issuing point and transports the same to the erection site or at site stores through suitable means and unload the same. Utmost safety precautions and necessary insurance policies are taken care while loading / unloading during transportation / shifting.

### **IV. Post-Execution Stage**

After completion of the work, our Company is required to provide for defect liability period as per the terms of the work contract. Upon completion of the project and processing of final bill, defect liability period commences as per the work order. Work completion certificate is issued by the client at the time of final bill and closure of the project. After completion of the defect liability period CPBG (Contract Performance BG) or retention money/ security deposit, if any, is released by the client.

### **Plant and Machinery**

We have over the years acquired a significant equipment base that we use in our operations. We shall continue to expand our equipment base as productive equipment asset management is a critical element in timely execution of our projects. Our strategic investment in equipment assets provides us with a competitive advantage as it enables rapid mobilization of high quality equipment thereby reducing project execution time.

Some of the heavy vehicles used by us in the projects we construct include RMC Concrete Mixer, JCB's, lorries, Roller (Vibratory), Back hoe Loaders, Earth Mover, Bozers, Pave Finisher, RMC Plant, Tippers, Hoppers, M.S Containers, Cranes, Tandem Compacter, Mastic Mixer. Some of the heavy equipments used are Hot Mix Plant, RMC Batching Plants, RMC Belt Conveyers, RMC Cement Silo, RMC Fly Ash Silo, Hydraulic Excavator, Vibrators and Generator Sets. While our manufacturing facilities cater to the key components that we require in the construction and execution of our projects, our vehicle base facilitates timely transportation of the key raw materials for construction (bitumen, emulsion and diesel) for captive consumption, which will reduce pilferage and ensure the quality of our products. Most of our equipment is fitted with on-line tracking technology such as GPS tracking devices and diagnostic tools which keeps us updated on productivity, fuel consumption and idling. GPS tracking devices control our logistics and ensure efficient tracking of vehicles from refineries, factories and vendors' sites. This also ensures that the exact movement of vehicles is tracked thereby reducing any changes or pilferage in products being transported ensuring that the quality of our products is maintained.

## **Procurement of Materials & Equipment**

Orders are placed with the approved vendors for the materials required to be procured by us along with technical specifications. Before commencement of manufacturing/fabrication, vendor submits technical documents for client approval. Procurement Team / Project Co-ordinator coordinates with the concerned agencies / vendors to ensure completion of manufacturing / fabrication, as per schedule. To ensure quality of materials / equipment, we depute specialized Third-Party Inspection (TPI) Agencies to review / witness the process of manufacturing as per the approved Quality Assurance Plan.

### **Raw Materials Procurement**

The Company follows a centralized procurement system for material purchases. In case of steel, cement and other higher value material requirements which are project specific, we generally give purchase orders to manufacturer and supplier to ensure cost effectiveness, availability and timely delivery of materials in order to meet project schedule. Metal, river sand, and block masonry are generally sourced at a location nearest to the project site.

The basis for the raw material requirements is determined by the total orders received for projects. The regular monitoring of our execution plan of the outstanding orders determines our requirement of the raw materials. This requirement is processed through negotiations with the suppliers keeping in view the logistics of location of project and timing of supply. The Company issues orders on a rolling plan, which can be adjusted for changes in actual requirement on a periodical basis.

Some of the Major Raw Material required for our Company's activities in the Construction field are :-

1. Bituminus Concrete
2. Bituminus Macadam
3. Cold Mix
4. Crush Sand
5. Dense Bituminus
6. Emulsion
7. Cement
8. Iron & Steel etc.

### **Quality**

Maintaining a high standard of quality in our projects is critical for continued growth. Ever since our inception, we have been laying paramount importance towards quality improvisation. We endeavour to ensure that we maintain stringent quality standards at all stages of our projects. Our aim is to reduce cost and bring in efficiency through effective and efficient use of resources. We have a team of engineers and professionals responsible for ensuring quality standards. In executing the projects, we monitor and test all materials for conformity, track non-conformities and make rectifications to ensure clients' satisfaction. We endeavour to be the customers' preferred choice in everything we do.

### **Utilities and Infrastructure**

#### **a. Infrastructure**

Our Registered Office situated at Mumbai is well equipped with computer systems, internet connectivity, other communication equipment and security, etc. which are required for our business operations. We also have go-downs at our project sites wherever required.

#### **b. Power**

We have arrangements for regular power supply at our office premises. We meet our power requirements at registered office by purchasing electricity from Adani Electricity. In addition to the above, our Company has installed electrical power generators at the project sites for meeting the power requirements.

#### **c. Water**

Water is procured from external water supply agencies operating in the local area where our project facilities are situated.

## Material Properties

The details of the material properties used by our company are as below:

Sr. No	Particulars of Material Properties	Owned By	Owned/Leased	Purpose
1	B-1 Neela Apartment, Opp. Mandpeshwar Ind. Estate, S.V.P. Road Borivali (West), Mumbai – 400 092	Promoter Group / RC Rathore	Taken on Lease	Registered Office
2	D/1, Ground Floor, Building No.6, St Kripa CHS Ltd, Near Natural Ice Cream,	Promoter Group / RM Rathore	Taken on Lease	Corporate Office
3	Piece and parcel of land with structure at CTS No. 515, 515/1, Village – Borivali, Taluka – Borivali	R & B Infra Project Limited	Owned	Staff Quarters

## Our Customer Base

Our company is a contractor company providing integrated civil work and engineering services for structural construction sector projects. Majority of our customers among others include government and semi-government authorities viz. Municipal Corporations, Nagar Palika, Maharashtra Industrial Development Corporation(MIDC), Mumbai Metropolitan Region Development Authority(MMRDA), Rajasthan Urban Infrastructure Development Project (RUIDP), Rajasthan State Road Development & Construction Corporation Limited(RSRDC), National Highways and Infrastructure Development Corporation(NHIDC), Public Works Engineering Department(PWED) etc. The percentage of income derived from our top customers is given below :-

(Rs in lakhs)

Sr.No	Particulars	F.Y. 2021-22		F.Y. 2020-21	
		Revenue	In %	Revenue	In %
1	Income from Top 5 Customer	8,174.43	38.54%	9,461.35	51.18%
2	Income from Top 10 Customer	13,323.76	62.82%	13,934.54	75.37%

## Competition

The EPC industry in India is fragmented and highly competitive. We expect to face increased competition from large domestic infrastructure development companies. We compete for obtaining projects from government authorities and private players through direct tenders or on sub-contract basis. We are able to distinguish ourselves from our competitors on the basis of our strong presence in various states, our established reputation, the quality of our design and construction, and the location of our projects.

We also expect further competition from large infrastructure and construction companies, for whom we were earlier working as a sub-contractor. We will compete in terms of various eligibility criteria of different tender bids which several large developers are already well equipped. Our challenge will be to establish our Company's reputation and eligibility for direct contracts from the clients.

Though we have undertaken some projects in other parts of India, we presently compete mainly in the state of Maharashtra, with various regional infrastructure companies. As we may expand our business activities to include commercial construction and infrastructure development in other parts of India, we may experience competition in the future from local infrastructure developers with significant operations elsewhere in India and also from companies having nation-wide presence.

## Capacity and Capacity Utilization

Capacity and capacity utilization is not applicable to our Company since our business is not in the nature of a manufacturing concern with specified installed capacity.

## Collaborations

We have not entered into any technical or other collaboration, however our Company, from time to time, enters into certain joint venture agreements for the purposes of bidding and execution of projects for further information please refer to section titled "Joint Ventures" beginning on page no. 129 of this Draft Red Herring Prospectus.

## Export & Export Obligation

Currently, we do not have any outstanding export obligations.

## Human Resources

We believe that our ability to maintain growth depends to a large extent on our strength in attracting, training, motivating and retaining employees. Our Project execution employees are located at our project sites across the country to cater to the specific requirements of our clients based in different geographical areas. Details of the manpower employed by our Company as on August 31, 2022 is as follows:

Particulars	No. of employees (August 31, 2022)
Directors	3
Key Managerial Person	5
Office Staff	25
Project execution staff (includes semi-skilled and unskilled workers)	1,040
<b>Total</b>	<b>1,073</b>

For the construction, we also employ contractual labour, which saves us the hassle of dealing with the labour on day-to-day basis and helps us to get labour as per our requirement. We hire contract labourers depending on various factors like the location, size, duration, etc. and have several contractors providing good labour at competitive prices.

## Indemnities

Under an EPC contract, we are usually required to indemnify the employer and its members, officers and employees against all actions, proceedings, claims, liabilities, damages, losses and expenses due to failure on our part to perform our obligations under the EPC contract.

## Performance Security and Defect Liability

We are usually required to provide a guarantee equal to a fixed percentage of the contract price as the performance security. During the construction period as well as the warranty period after the completion of construction, we are usually required to cure construction defects, except usual wear and tear, at our own risk and costs. We are usually responsible for curing the defects during the defect notification period, which is usually for a period of 12 to 60 months after completion of work. In the event we are unable to cure the defects, our clients usually has the right to get the defect rectified by a third party at our cost.

## Retention money

Our contracts specify a certain percentage of the value of work executed to be withheld by the client as retention money. Our clients have the right to appropriate the retention money upon any default by us as per the terms and conditions of the EPC contract. However, the retention money can be replaced with an irrevocable and unconditional bank guarantee provided to our client.

## Liquidated Damages

We are usually required to pay liquidated damages for delays in completion of project milestones, which are often specified as a fixed percentage of the contract price. Our clients are entitled to deduct the amount of damages from the payments due to us.

## **Intellectual Properties**

As on the date of this Draft Red Herring Prospectus, our trademark (logo) of our Company is not registered with the Trademark Registry.

## KEY REGULATIONS AND POLICIES

*In carrying on our business as described in the section titled “Our Business” beginning on page 102 of this Draft Red Herring Prospectus, our Company is regulated by the following legislations in India. The following description is a summary of the relevant regulations and policies as prescribed by the Government of India and other regulatory bodies that are applicable to our business. The information detailed in this chapter has been obtained from the various legislations, including rules and regulations promulgated by the regulatory bodies and the bye laws of the respective local authorities that are available in the public domain. The regulations and policies set out below may not be exhaustive and are only intended to provide general information to the investors and are neither designed nor intended to be a substitute for professional legal advice. For details of Government Approvals obtained by the Company in compliance with these regulations, kindly refer to the chapter titled “Government and Other Statutory Approvals” beginning on page 215 of this Draft Red Herring Prospectus*

Our Company is engaged in the business of Engineering, Procurement and Construction (EPC) activities. Our business is governed by various central and state legislations that regulate the substantive and procedural aspects of our business. We are required to obtain and regularly renew certain licenses/ registrations and / or permissions required statutorily under the provisions of various Central and State Government regulations, rules, bye-laws, acts and policies. Given below is a brief description of the certain relevant legislations that are currently applicable to the business carried on by us:

### A. INDUSTRY RELATED LEGISLATION

#### 1. National Building Code, 2016

The National Building Code of India (“NBC”), contains administrative regulations, development control rules and general building requirements for regulating the building construction activities across the country. It serves as a Model Code for adoption by all agencies involved in building construction activities by the Public Works Departments, other government construction departments, local bodies or private construction agencies. The NBC mainly contains administrative provisions, development control rules and general building requirements; fire and life safety requirements; stipulations regarding building materials, structural design and construction (including safety); building and plumbing services; approach to sustainability; and asset and facility management.

#### 2. Town Planning Legislations

The Company is governed by various town planning legislations, as applicable in the States where its projects are located. These legislations make provision for planning the development and use of land in regions established for that purpose and for the constitution of regional planning boards. The Company is governed by the following town planning legislations:

- i. The Arunachal Pradesh Urban and Country Planning Act, 2007;
- ii. The Haryana Development and Regulation of Urban Areas Act, 1975;
- iii. The Jammu & Kashmir Town Planning Act, 1997;
- iv. The Ladakh Autonomous Hill Development Councils Act, 1997;
- v. The Maharashtra Regional and Town Planning Act, 1966;
- vi. The Odisha Town Planning and Improvement Trust Act, 1956; and
- vii. The Rajasthan Urban Improvement Act, 1959.

### B. EMPLOYEE AND LABOUR RELATED LEGISLATIONS:

Our Company is governed by various legislations for the safety and protection of the labour and employees either working for or engaged by the Company. Our Company is required to ensure compliance of various labour and employment laws to conduct its business and projects. These include, but are not limited to the following:

- The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996;
- The Employees’ Provident Funds and Miscellaneous Provisions Act, 1952;
- The Employees’ State Insurance Act, 1948;
- The Contract Labour (Regulation and Abolition) Act, 1970;
- The Public Liability Insurance Act, 1991;
- The Maternity Benefit Act, 1961;
- The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013;

- The Equal Remuneration Act, 1976
- The Employee's Compensation Act, 1923;
- The Minimum Wages Act, 1948;
- The Payment of Wages Act, 1936;
- The Payment of Gratuity Act, 1972;
- The Payment of Bonus Act, 1965; and
- The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979

The Code on Wages, 2019 (enacted by the parliament of India and assented to by the President of India on August 8, 2019) will come into force on such date as may be notified in the official gazette by the Central Government and different date may be appointed for different provisions of the Code on Wages, 2019. Once effective, it will subsume the Equal Remuneration Act, 1976, the Minimum Wages Act, 1948, the Payment of Bonus Act, 1965 and the Payment of Wages Act, 1936.

The Code on Social Security, 2020 (enacted by the Parliament of India and assented to by the President of India on September 28, 2020) will come into force on such date as may be notified in the official gazette by the Central Government and different date may be appointed for different provisions of the Code on Social Security, 2020. Once effective, it will subsume, inter alia, the Employees' Compensation Act, 1923, the Employees' State Insurance Act, 1948, the Employee's Provident Fund and Miscellaneous Provisions Act, 1952, the Maternity Benefit Act, 1961 and the Payment of Gratuity Act, 1972.

The Occupational Safety, Health and Working Conditions Code, 2020 received the assent of the President of India on September 28, 2020 and proposes to subsume certain existing legislations, including the Factories Act, 1948, the Contract Labour (Regulation and Abolition) Act, 1970, the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 and the Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996. The provisions of this code will be brought into force on a date to be notified by the Central Government.

### **The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013**

The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 ("SHWW Act") provides for the protection of women at work place and prevention of sexual harassment at work place. The SHWW Act also provides for a redressal mechanism to manage complaints in this regard. Sexual harassment includes one or more of the following acts or behavior namely, physical contact and advances or a demand or request for sexual favors or making sexually coloured remarks, showing pornography or any other unwelcome physical, verbal or non-verbal conduct of sexual nature. The SHWW Act makes it mandatory for every employer of a workplace to constitute an Internal Complaints Committee which shall always be presided upon by a woman. It also provides for the manner and time period within which a complaint shall be made to the Internal Complaints Committee i.e. a written complaint is to be made within a period of 3 (three) months from the date of the last incident. If the establishment has less than 10 (ten) employees, then the complaints from employees of such establishments as also complaints made against the employer himself shall be received by the Local Complaints Committee. The penalty for non-compliance with any provision of the SHWW Act shall be punishable with a fine extending to ₹50,000/-

### **The Maharashtra Shops and Establishments (Regulation of Employment and Conditions of Service) Act, 2017**

The Company has its offices at Mumbai, Maharashtra The provisions of the Maharashtra Shops and Establishments (Regulation of Employment and Conditions of Service) Act, 2017 are applicable to the Company. The provisions of the Maharashtra Shops and Establishments (Regulation of Employment and Conditions of Service) Act, 2017 regulate the conditions of work and employment in shops and commercial establishments and generally prescribe obligations in respect of inter alia registration, opening and closing hours, daily and weekly working hours, holidays, leave, health and safety measures, and wages for overtime work. Whoever, contravenes the provisions Act or the rules made there under shall be punished with fine which may extend to Rs. 1,00,000/- and in the case of a continuing contravention, with an additional fine which may extend to Rs. 2000/- per for every day during which such contravention continues. The total fine shall not exceed Rs. 2000/- per workers employed.

## C. TAX RELATED LAWS:

### 1. Income-tax Act, 1961

Income-tax Act, 1961 (“**Income-tax Act**”) is applicable to every company, whether domestic or foreign whose income is taxable under the provisions of this Act or Rules made there under depending upon its ‘Residential Status’ and ‘Type of Income’ involved. Every assessee, under the Income-tax Act, which includes a company, is required to comply with the provisions thereof, including those relating to tax deduction at source, advance tax, minimum alternative tax and like.

### 2. Central Goods and Services Tax Act, 2017

The Central Goods and Services Tax Act, 2017 (“**CGST Act**”) regulates the levy and collection of tax on the intra- State supply of goods and services by the Central Government or State Governments. The CGST Act amalgamates a large number of Central and State taxes into a single tax. The CGST Act mandates every supplier providing the goods or services to be registered within the State or Union Territory it falls under, within 30 days from the day on which he becomes liable for such registration. Such registrations can be amended, as well as cancelled by the proper office on receipt of application by the registered person or his legal heirs. There would be four tax rates namely 5%, 12%, 18% and 28%. The rates of GST applied are subject to variations based on the goods or services.

### 3. Integrated Goods and Services Tax Act, 2017

Integrated Goods and Services Tax Act, 2017 (“**IGST Act**”) is a Central Act enacted to levy tax on the supply of any goods and/ or services in the course of inter-State trade or commerce. IGST is levied and collected by Centre on interstate supplies. The IGST Act sets out the rules for determination of the place of supply of goods. Where the supply involves movement of goods, the place of supply shall be the location of goods at the time at which the movement of goods terminates for delivery to the recipient. The IGST Act also provides for determination of place of supply of service where both supplier and recipient are located in India or where supplier or recipient is located outside India. The provisions relating to assessment, audit, valuation, time of supply, invoice, accounts, records, adjudication, appeal etc. given under the CGST Act are applicable to IGST Act.

Further, the Company is also governed by various State Goods and Service Tax statutes for levy and collection of tax on intra-State supply of goods and services or both which are as follows:

- i. Arunachal Pradesh Goods and Services Tax Act, 2017;
- ii. Haryana Goods and Services Tax Act, 2017;
- iii. Jammu & Kashmir Goods and Services Tax Act, 2017;
- iv. Maharashtra Goods and Services Act, 2017;
- v. Odisha Goods and Services Tax Act, 2017;
- vi. Rajasthan Goods and Services Act, 2017; and
- vii. Union Territory Goods and Services Tax Act, 2017.

### 4. Professional Tax

The professional tax slabs in India are applicable to those citizens of India who are either involved in any profession or trade. The State Government of each State is empowered with the responsibility of structuring as well as formulating the respective professional tax criteria and is also required to collect funds through professional tax. The professional taxes are charged on the incomes of individuals, profits of business or gains in vocations. The professional tax is charged as per the List II of the Constitution. The professional taxes are classified under various tax slabs in India. The tax payable under the State Acts by any person earning a salary or wage shall be deducted by his employer from the salary or wages payable to such person before such salary or wages is paid to him, and such employer shall, irrespective of whether such deduction has been made or not when the salary and wage is paid to such persons, be liable to pay tax on behalf of such person and employer has to obtain the registration from the assessing authority in the prescribed manner. Every person liable to pay tax under these Acts (other than a person earning salary or wages, in respect of whom the tax is payable by the employer), shall obtain a certificate of enrolment from the assessing authority.

## D. INTELLECTUAL PROPERTY LAWS

### 1. The Trademarks Act, 1999

Under the Trademarks Act, 1999 ("**Trademarks Act**"), a trademark is a mark capable of being represented graphically and which is capable of distinguishing the goods or services of one person from those of others used in relation to goods and services to indicate a connection in the course of trade between the goods and some person having the right as proprietor to use the mark. A 'mark' may consist of a device, brand, heading, label, ticket, name signature, word, letter, numeral, shape of goods, packaging or combination of colors or any combination thereof. Section 18 of the Trademarks Act requires that any person claiming to be the proprietor of a trade mark used or proposed to be used by him, must apply for registration in writing to the registrar of trademarks. The trademark, once applied for and which is accepted by the Registrar of Trademarks ("**the Registrar**"), is to be advertised in the trademarks journal by the Registrar. Oppositions, if any, are invited and, after satisfactory adjudications of the same, a certificate of registration is issued by the Registrar. The right to use the mark can be exercised either by the registered proprietor or a registered user. The present term of registration of a trademark is 10 (ten) years, which may be renewed for similar periods on payment of a prescribed renewal fee.

## E. OTHER APPLICABLE LAWS:

### The Companies Act, 2013

The Companies Act, 2013 ("**Companies Act**") deals with laws relating to companies and certain other associations. The Companies Act primarily regulates the formation, financing, functioning, and winding up of companies. The Companies Act prescribes regulatory mechanism regarding all relevant aspects, including organizational, financial, and managerial aspects of companies. It deals with issue, allotment and transfer of securities and various aspects relating to company management. It provides for standard of disclosure in public issues of capital, particularly in the fields of company management and projects, information about other listed companies under the same management, and management perception of risk factors.

### 1. The Consumer Protection Act, 1986

The Consumer Protection Act, 1986 ("**Consumer Protection Act**") was enacted to provide speedy and simple redressal to consumer disputes through quasi-judicial machinery set up at district, state and national level. The provisions of the Consumer Protection Act cover products as well as services.

### 2. The Transfer of Property Act, 1882

The Transfer of Property, 1882 ("**T.P. Act**") including immovable property, between living persons, as opposed to the transfer property by operation of law, is governed by the T.P. Act. The T.P. Act establishes the general principles relating to the transfer of property, including among other things, identifying the categories of property that are capable of being transferred, the persons competent to transfer property, the validity of restrictions and conditions imposed on the transfer and the creation of contingent and vested interest in the property. Transfer of property is subject to stamping and registration under the specific statutes enacted for the purposes which have been dealt with hereinafter.

The T.P. Act recognizes, among others, the following forms in which an interest in an immovable property may be transferred:

- Sale: The transfer of ownership in property for a price, paid or promised to be paid.
- Mortgage: The transfer of an interest in property for the purpose of securing the payment of a loan, existing or future debt, or performance of an engagement which gives rise to a pecuniary liability. The T.P. Act recognises several forms of mortgages over a property.
- Charges: Transactions including the creation of security over property for payment of money to another which are not classifiable as a mortgage. Charges can be created either by operation of law, e. g. decree of the court attaching to specified immovable property, or by an act of the parties.
- Leases: The transfer of a right to enjoy property for consideration paid or rendered periodically or on specified occasions.
- Leave and License: The transfer of a right to do something upon immovable property without creating interest in the property.

Further, it may be noted that with regards to the transfer of any interest in a property, the transferor transfers such interest, including any incidents, in the property which he is capable of passing and under the law, he cannot transfer a better title than he himself possesses.

### 3. **The Registration Act, 1908**

The Registration Act, 1908 (“**Registration Act**”) was passed to consolidate the enactments relating to the registration of documents. The main purpose for which the Registration Act was designed was to ensure information about all deals concerning land so that correct land records could be maintained. The Registration Act is used for proper recording of transactions relating to other immovable property also. The Registration Act provides for registration of other documents also, which can give these documents more authenticity. Registering authorities have been provided in all the districts for this purpose.

### 4. **The Indian Contract Act, 1872**

The Indian Contract Act, 1872 (“**Contract Act**”) lays down the essentials of a valid contract, it provides a framework of rules and regulations that govern the validity, execution and performance of a contract and codifies the way in which a contract may be entered into, executed, implementation of the provisions of a contract and effects of breach of a contract. The Contract Act consists of limiting factors subject to which contract may be entered into, executed and the breach enforced. The contracting parties themselves decide the rights and duties of parties and terms of agreement.

### 5. **The Specific Relief Act, 1963**

The Specific Relief Act, 1963 (“**Specific Relief Act**”) is complimentary to the provisions of the Contract Act and the Transfer of Property Act, as the Act applies both to movable property and immovable property. The Specific Relief Act applies in cases where the Court can order specific performance of a contract. Specific relief can be granted only for purpose of enforcing individual civil rights and not for the mere purpose of enforcing a civil law. Specific performance’ means Court will order the party to perform his part of agreement, instead of imposing on him any monetary liability to pay damages to other party.

### 6. **Competition Act, 2002**

The Competition Act, 2002 (“**Competition Act**”) aims to prevent anti-competitive practices that cause or are likely to cause an appreciable adverse effect on competition in the relevant market in India. The Competition Act regulates anti-competitive agreements, abuse of dominant position and combinations. The Competition Commission of India (“**Competition Commission**”) which became operational from May 20, 2009, has been established under the Competition Act to deal with inquiries relating to anti-competitive agreements and abuse of dominant position and regulate combinations. The Competition Act also provides that the Competition Commission has the jurisdiction to inquire into and pass orders in relation to an anti-competitive agreement, abuse of dominant position or a combination, which even though entered into, arising, or taking place outside India or signed between one or more non-Indian parties, but causes an appreciable adverse effect in the relevant market in India.

### 7. **Legislations pertaining to Stamp Duty**

Stamp duty in relation to certain specified categories of instruments as specified under Entry 91 of the list, is governed by the provisions of the Indian Stamp Act, 1899 (“**Stamp Act**”) which is enacted by the Central Government. All others instruments are required to be stamped, as per the rates prescribed by the respective State Governments in the respective schedules of the respective legislations pertaining to stamp duty as applicable in the State. Stamp duty is required to be paid on all the documents that are registered and as stated above the percentage of stamp duty payable varies from one State to another. Certain State in India have enacted their own legislation in relation to stamp duty while the other State have adopted and amended the Stamp Act, as per the rates applicable in the State. On such instruments stamp duty is payable at the rates specified in Schedule I of the Stamp Act. Instruments chargeable to duty under the Stamp Act which are not duly stamped are incapable of being admitted in court as evidence of the transaction contained therein. The Stamp Act also provides for impounding of instruments which are not sufficiently stamped or not stamped at all. Unstamped and deficiently stamped instruments can be impounded by the authority and validated by payment of penalty. The amount of penalty payable on such instruments may vary from State to State.

**F. ENVIRONMENTAL LAWS****1. The Environment Protection Act, 1986 and Environment (Protection) Rules, 1986**

The Environmental Protection Act, 1986 is an "umbrella" legislation designed to provide a framework for co-ordination of the activities of various Central and State authorities established under various laws. The potential scope of the Act is broad, with "environment" defined to include water, air and land and the interrelationships which exists among water, air and land, and human beings and other living creatures such as plants, micro-organisms and property. Further, the Ministry of Environment and Forests looks into Environment Impact Assessment. The Ministry receives proposals for expansion, modernization and setting up of projects and the impact which such projects would have on the environment which is assessed by the Ministry in detail before granting clearances for such proposed projects.

**2. The Water (Prevention and Control of Pollution) Act, 1974 (“the Water Act”)**

The Water Act prohibits the use of any stream or well for the disposal of polluting matter, in violation of the standards set down by the State Pollution Control Board (“**State PCB**”). The Water Act also provides that the consent of the State PCB must be obtained prior to opening of any new outlets or discharges, which are likely to discharge sewage or effluent. The Water Act prescribes specific amounts of fine and terms of imprisonment for various contraventions.

**3. The Air (Prevention and Control of Pollution) Act, 1981 (“the Air Act”)**

The Air Act requires that any individual, industry or institution responsible for emitting smoke or gases by way of use of fuel or chemical reactions must apply in a prescribed form and obtain consent from the State PCB prior to commencing any activity. The consent may contain conditions relating to specifications of pollution control equipment to be installed. Within a period of four months after the receipt of the application for consent the State PCB shall, by order in writing and for reasons to be recorded in the order, grant the consent applied for subject to such conditions and for such period as may be specified in the order, or refuse consent. The Air Act prescribes penalties for contravention in terms of fine, imprisonment or both.

## HISTORY AND CERTAIN CORPORATE MATTERS

### BRIEF HISTORY OF OUR COMPANY

Our Company was originally incorporated as “*Mundara Developers Private Limited*” on June 15, 2005 at Mumbai, Maharashtra as a private limited company under the Companies Act, 1956 with the Registrar of Companies, Maharashtra, Mumbai. Subsequently, the name of our Company was changed to “*Ratansingh & Bros Infrastructure Private Limited*” vide special resolution passed by the shareholders of our Company in their meeting held on August 20, 2008 and a fresh Certificate of Incorporation consequent to the change of name of our Company was granted to our Company on January 19, 2009 by the Deputy Registrar of Companies, Mumbai, Maharashtra. Further, the name of our Company was changed to “*R & B Infra Project Private Limited*” vide special resolution passed by the shareholders of our Company in their meeting held on September 08, 2010 and a fresh Certificate of Incorporation dated October 29, 2010 was issued by the Deputy Registrar of Companies, Mumbai, Maharashtra. Subsequently, our Company was converted into Public Limited Company pursuant to special resolution passed by the shareholders of our Company in their meeting held on July 15, 2021 and the name of our Company was changed from “*R & B Infra Project Private Limited*” to “*R & B Infra Project Limited*” and a Fresh Certificate of Incorporation consequent upon conversion of Company to Public Limited dated August, 12, 2021 was issued by Registrar of Companies, Mumbai, Maharashtra.

The Corporate Identification Number of our Company is U45200MH2005PLC154006.

Our Company has 07 Shareholders as on the date of filing of this Draft Red Herring Prospectus. For further information, please see the chapter titled “*Capital Structure*” on page no. 62 of this Draft Red Herring Prospectus.

### CORPORATE PROFILE OF OUR COMPANY

For information on our Company’s business profile, activities, services and managerial competence, please see “*Our Management*”, “*Our Business*” and “*Industry Overview*” on page nos. 133 102 and 85, respectively of this Draft Red Herring Prospectus.

### CHANGES IN THE REGISTERED OFFICE OF THE COMPANY SINCE INCORPORATION

As on the date of this Draft Red Herring Prospectus, there has been no change in the Registered Office of our Company:

### MAIN OBJECTS OF OUR COMPANY

The main objects of our Company as set forth in the Memorandum of Association of our Company are as follows:

1. To carry on the Business of developers, builders, contractors developers, constructors, erectors of buildings, houses, apartments, structures for residential, offices, industrial, institutional or commercial use as developers or Co-operative Housing Societies, developers of housing schemes. township, holiday resorts hotels, and in particulars, preparing of building sites, constructing, repairing, erecting, altering, improving, enlarging, developing, decorating, furnishing, and maintaining of structures, flats, houses, factories, offices, garages, warehouses, buildings, works, work-shops, hospitals, nursing homes, clinics, go-downs and other commercial, educational purposes and conveniences to purchase for development, or for resale lands, houses, buildings, structures and other properties of any tenure and any interest therein and purchase, sell and deal in freehold ground rents and to make advances upon the security of land houses, structures and other property or any interest therein and to purchase, sell, lease, hire, or otherwise deal in land and house property and other property, whether real or personal and turn the same into account as may seem.
2. To carry on business of building, erecting and constructing structures. buildings, houses or sheds including RCC works and other fixtures on lands and/o, building, to convert and appropriate such lands In to and for roads, streets. squares, gardens and other conveniences and to make, build or construct surface metal or otherwise repair roads and carry on business of builders, constructors, contractors and road repairers and of laying out, designing, constructing or building of all kinds of dams. bands, canals, bridges, ports, Skywalk projects and irrigation works including building and construction of power houses or power stations.

### AMENDMENTS TO THE MEMORANDUM OF ASSOCIATION OF OUR COMPANY IN LAST 10 YEARS

The following changes have been made in the Memorandum of Association of our Company in last ten (10) years:

Date of Meeting	Type of the Meeting	Nature of Amendment
June 21, 2021	EGM	Alteration of the Capital Clause Clause V of the Memorandum of Association was amended to reflect the increase in the Authorised Share Capital of our Company from ₹ 3,00,00,000 divided into 30,00,000 Equity Shares of ₹ 10 each to ₹ 19,00,00,000 divided into 1,90,00,000 Equity Shares of ₹ 10 each.
July 15, 2021	EGM	Alteration of the Name Clause Clause I of the Memorandum of Association of the Company was amended upon conversion from Private Limited Company to Limited Company.

## MAJOR EVENTS IN THE HISTORY OF OUR COMPANY

Year	Major Events / Milestone / Achievements
2005	Incorporation of our Company
2006	Work order received from Municipal Corporation of Greater Mumbai Expanded area of operations with projects in the State of Gujarat and Rajasthan
2009	Completed project of Water Supply and Sanitation awarded by Municipal Corporation of Greater Mumbai
2012	Entered in to Joint Venture Agreement with RSJ to hire vehicles for collection and transportation of Municipal Solid Waste
2013	Ventured into Solid Waste Management Service
2014	Completed project of Urban Infrastructure awarded by BRTS Surat
2017	Entered in to Joint Venture Agreement with SRCC for purpose of Survey Design, Construction and Commissioning of Sewerage Network in Bhind Municipal Area
2018	Entered in to Joint Venture Agreement with Hydroair for Design, Build and Commissioning including rehabilitation upgrade of 22.5 MLD Common Effluent Treatment Plant at Roha Industrial Area Entered in to Joint Venture Agreement with Coastal Dredging to execute the project at Koradi
2019	Entered in to Joint Venture Agreement with Wani for the purpose of jointly participating in the bidding process for the Projects
2020	Entered in to Joint Venture Agreement with LNA for the purpose of construction of works of Water Supply production.
2021	Conversion of our Company from "Private Limited" to "Public Company" Entered in to Joint Venture Agreement with Hive for construction of Medical college and upgradation of District Hospital at Sirohi, Rajasthan Entered in to Joint Venture Agreement with MT Phad to work for Gujarat Water supply and Sewage Board
2022	Secured order worth ₹155 crores from BRO Vartak (Arunachal Pradesh) for Road Construction

## LOCK-OUT AND STRIKES

There have been no instances of strikes or lock-outs at any time in our Company as on the date of this Draft Red Herring Prospectus. For more details please see "Risk Factors" on page no 24 of this Draft Red Herring Prospectus.

## SIGNIFICANT FINANCIAL OR STRATEGIC PARTNERSHIPS

Our Company has not entered into any Significant Financial or Strategic Partnerships except as entered in its normal course of business. We have entered certain Joint Ventures for the projects. For more details please refer "Joint Ventures" beginning from page no. 129 of this Draft Red Herring Prospectus.

## TIME/COST OVERRUN IN SETTING UP PROJECTS

There has been no material time and cost overrun in relation to the capital expenditure projects as on the date of this Draft Red Herring Prospectus. For more details please refer Risk Factors – "Delays in the completion of construction of current and future projects could lead to termination of engineering, procurement and construction ("EPC") agreements or cost overruns, which could have an adverse effect on our cash flows, business, results of operations and financial condition." on page no. 24 of this Draft Red Herring Prospectus.

## **LAUNCH OF KEY PRODUCTS OR SERVICES, ENTRY INTO NEW GEOGRAPHIES OR EXIT FROM EXISTING MARKETS**

For details of key products or services launched by our Company, entry into new geographies or exit from existing markets, see “*Major Events / Milestone / Achievements*” on page no. 126 of this Draft Red Herring Prospectus.

## **CAPACITY/FACILITY CREATION, LOCATION OF PLANTS**

For details regarding capacity/facility creation and location of plants of our Company, see “*Our Business*” beginning on page no. 102 of this Draft Red Herring Prospectus.

## **DEFAULTS OR RESCHEDULING OF BORROWINGS WITH FINANCIAL INSTITUTIONS/BANKS**

There have not been any defaults or rescheduling of borrowings from financial institutions/banks by our Company.

## **CHANGES IN THE ACTIVITIES OF OUR COMPANY DURING THE LAST FIVE YEARS**

There have been no changes in the activities of our Company since its date of incorporation which may have had a material adverse effect on the profits and loss account of our Company, including discontinuance of lines of business, loss of agencies or markets and similar factors.

## **MATERIAL ACQUISITIONS OF BUSINESSES OR DIVESTMENT OF BUSINESS / UNDERTAKINGS, MERGERS, AMALGAMATION OR REVALUATION OF ASSETS, IF ANY IN LAST 10 YEARS**

There are no mergers, amalgamation, revaluation of assets etc. with respect to our Company in the last 10 (ten) years. However our Company had initiated a Scheme of Amalgamation in 2017 which was withdrawn subsequently & no allotment of shares was made. Further we had not acquired / sold any businesses / undertakings in last 10 (ten) years from the date of this Draft Red Herring Prospectus

## **OUR HOLDING COMPANY**

We do not have a holding company as on the date of this Draft Red Herring Prospectus.

## **OUR JOINT VENTURES**

As on the date of this Draft Red Herring Prospectus, our Company has entered into eleven joint venture agreements pursuant to which, our Company has eleven joint ventures (“*Joint Ventures*”). For more details please refer “*Our Joint Ventures*” beginning on page no. 129 of this Draft Red Herring Prospectus.

## **OUR SUBSIDIARIES**

As on the date of this Draft Red Herring Prospectus, our Company does not have any subsidiaries.

## **SHAREHOLDERS AGREEMENT AND OTHER AGREEMENTS**

Our Company has not entered into any Shareholders Agreement or other agreements as on the date of this Draft Red Herring Prospectus.

## **AGREEMENTS WITH KEY MANAGERIAL PERSONNEL OR A DIRECTOR OR PROMOTERS OR ANY OTHER EMPLOYEE OF THE COMPANY**

There are no agreements entered into by key managerial personnel or a Director or Promoters or any other employee of our Company, either by themselves or on behalf of any other person, with any shareholder or any other third party with regard to compensation or profit sharing in connection with dealings in the securities of our Company.

## **GUARANTEES GIVEN BY PROMOTERS**

As on the date of this Draft Red Herring Prospectus, no guarantee has been issued by Promoters except as disclosed in the “*Financial Indebtedness*” on page no. 156 of this Draft Red Herring Prospectus.

**AGREEMENTS WITH STRATEGIC PARTNERS, JOINT VENTURE PARTNERS AND/OR FINANCIAL PARTNERS AND OTHER AGREEMENTS**

Our Company has not entered into any other subsisting material agreements including with strategic partners, joint venture partners, and/or financial partners other than in the ordinary course of business of our Company. For details on the joint ventures of our Company, please refer page no. 129 of this Draft Red Herring Prospectus.

## OUR JOINT VENTURES

Except as mentioned below, our Company do not have any Joint Ventures as on the date of this Draft Red Herring Prospectus:

### 1. RBIPPL and Hive (JV)

#### *Nature of the Project*

The parties to the JV have entered into an agreement dated September 30, 2021 for the purpose of construction of the medical college and upgradation of district hospital at Sirohi Rajasthan.

#### *Company's share in the joint venture*

Name of the Partners	Share in the JV
R & B Infra Project Limited	65%
Hive Construction and Consultancy	35%

### 2. RBIPPL-MT Phad (JV)

#### *Nature of the Project*

The parties to the JV have entered into an agreement dated June 19, 2021 for the purpose of to work for Gujrat Water supply and sewage board.

#### *Details of the Project*

Bid documents for "Working Survey, Design, Build, Testing & Commissioning of Intake Well With Approach Bridge, Water Treatment Plant, Pump House, RCC Under Ground Sump/ESR, Providing, Supplying, Lowering, Laying, Jointing, Testing and Commissioning of Rising Main including SITC of Pumping Machinery and all allied work complete with post completion O&M for five years for 'Augmentation of Sanjan Regional Water Supply Scheme' of Umargam taluka of Valsad District." (10 Villages)

#### *Company's share in the joint venture*

Name of the Partners	Share in the JV
R & B Infra Project Limited	85%
Madhavrao Tukaramjiphad	15%

### 3. LNA-R&B (JV)

#### *Nature of the Project*

The parties to the JV have entered into an agreement dated July 20, 2020 for the purpose of construction of works of water supply production and distribution network improvements with house service connections for non revenue water reduction and continuous water supply, providing sewer network with house connections and construction of sewage treatment plant, sewage pumping station and all allied works and operation services for 10 years at Mandawa.

#### *Company's share in the joint venture*

Name of the Partners	Share in the JV
LNA Infraprojects Private Limited	74%
R & B Infra Project Limited	26%

### 4. RBIPPL and Hydroair (JV)

#### *Nature of the Project*

The parties to the JV have entered into an agreement dated September 14, 2018 to design and build and Commissioning including rehabilitation and upgrade of 22.5 MLD Common Effluent Treatment plant on DB basis with operation and maintenance at Roha Industrial Area.

*Company's share in the joint venture*

<b>Name of the Partners</b>	<b>Share in the JV</b>
R & B Infra Project Limited	51%
Hydoair Tectonics (PCD) Ltd	49%

#### 5. Coastal Dredging & R & B Infra Project Pvt Ltd (JV)

*Nature of the Project*

The parties to the JV have entered into an agreement dated February 09, 2018 to execute the project of Koradi TPS 3 x 600 MW Expansion Project - Restoration of Pond No. 3 Mechanised de-weeding by dredging of Pond No. 3 at Koradi (Work to be carried out in existing water of pond no. 3). Currently the project is inactive.

*Company's share in the joint venture*

<b>Name of the Partners</b>	<b>Share in the JV</b>
R & B Infra Project Limited	50%
Coastal Dredging Company	50%

#### 6. RBIPPL-SRCC (JV)

*Nature of the Project*

The parties to the JV have entered into an agreement dated June 19, 2017 for the purpose of survey design, construction and commissioning of sewerage network in Bhind Municipal Area

*Details of the Project*

Survey, Design, Construction and commissioning of Sewerage Network in Bhind Municipal area Under AMRUT Scheme.

*Company's share in the joint venture*

<b>Name of the Partners</b>	<b>Share in the JV</b>
R & B Infra Project Limited	74%
Shreeram Construction Company	26%

#### 7. R.S.J (JV)

*Nature of the Project*

The parties to the JV have entered into an agreement dated January 05, 2012 to hire the vehicles for collection and transportation of municipal solid waste including materials removed from the slums.

*Details of the Project*

Hire of Vehicles for Collection & Transportation of Municipal Solid Waste including materials removed from the slums of K/West, P/South and P/South Wards - Group 5. The project is completed.

*Company's share in the joint venture*

<b>Name of the Partners</b>	<b>Share in the JV</b>
R & B Infra Project Limited	40%
Shree Shakti Enterprise	30%
JP Enterprises	30%

## 8. Wani RBIPPL (JV)

### *Nature of the Project*

The parties to the JV have entered into an agreement dated October 05, 2019 , to for the purpose of jointly participating in the bidding process for the Project.

### *Details of the Projects*

1. Construction of Drainage Network for Missing Link Zone –II
2. Construction of Storm Water Drainage Scheme Bonpara Padshaibagh

### *Company's share in the joint venture*

<b>Name of the Partners</b>	<b>Share in the JV</b>
R & B Infra Project Private Limited	26%
Wani Infra tech Private Limited	74%

## 9. RBIPL-DEV-MTP (JV)

### *Nature of the Project*

The parties to the JV have entered into an agreement dated February 20, 2022, to for purpose of providing the contractual construction services to Gujarat Water Supply and Sewerage Board.

### *Details of the Project*

Bid documents for “Design, Build, Trial Run Contract for construction of RCC U/G Sump, RCC ESR, Pump House & Providing, Supplying, Lowering, Laying & Jointing Rising Main & Gravity main Pipeline & Supply, Installation, Testing & Commissioning of Horizontal Mono Shaft Pumps With Associated Mechanical and Electrical Equipment’s, Instruments & Accessories with Operation & Maintenance of All type Civil & Mechanical Structures, Machineries & Pipeline Network for 5 Yrs. Under Regional Water Supply.

### *Company's share in the joint venture*

<b>Name of the Partners</b>	<b>Share in the JV</b>
R & B Infra Project Private Limited	60%
M/s. Dev Engineers	25%
M/s. Madhavrao Tukaram Phad	15%

## 10. RBIPL Vikran Engineering (JV)

### *Nature of the Project*

The parties to the JV have entered into an agreement dated June 16, 2022, to for engineering, procurement, construction, testing, commissioning, trial run and operation and maintainance of various components of Ghogri multi village scheme, district Betul in single package on turn key job basis including trial run and operation & Maintenance of the entire water supply scheme for 10 years. Currently the project is not active.

### *Company's share in the joint venture*

<b>Name of the Partners</b>	<b>Share in the JV</b>
R & B Infra Project Private Limited	26%
M/s. Vikran Engineering & Exim Private Limited	74%

## 11. RBIPL Hydrotech (JV)

### *Nature of the Project*

The parties to the JV have entered into an agreement dated August 31, 2019, for the purpose of execution of contract design and construction of 5 MLD Sewage Treatment Plant (STP) at Kaggadasapura, Bangalore Including Operation And Maintenance Of Constructed Facilitiesfor Ten (10) Years.

*Company's share in the joint venture*

<b>Name of the Partners</b>	<b>Share in the JV</b>
R & B Infra Project Private Limited	70%
M/s. Hydrotech Paryavaran India Private Limited	30%

## OUR MANAGEMENT

### BOARD OF DIRECTORS

In terms of the Articles of Association of our Company we are required to have not less than 3 Directors and not more than 15 Directors. As on the date of this Draft Red Herring Prospectus, our Board has 6 (six) Directors, including 2 (two) woman director. The board comprising of 1 (one) Chairman and Managing Director, 1 (one) Whole Time Director, 1 (one) Non Executive Director and 3 (three) Independent Directors.

The details of the Directors are as mentioned in the below table:

Sr. No.	Name, Father's Name, Designation, Address, Occupation, DIN, Date of Birth and Term	Age (in years)	Other Directorships
1.	<p><b>Ratansingh Rathore</b></p> <p><b>Father's Name:</b> Motisingh Rathore</p> <p><b>Designation:</b> Chairman and Managing Director</p> <p><b>Address:</b> 502/503 Sushila Apartment, Devidas Lane, Borivali West, Mumbai-400092, Maharashtra, India.</p> <p><b>Occupation:</b> Business</p> <p><b>DIN:</b> 01774451</p> <p><b>Date of Birth:</b> July 02, 1966</p> <p><b>Nationality:</b> Indian</p> <p><b>Date of appointment as Director:</b> April 04, 2013</p> <p><b>Date of appointment as Chairman and Managing Director :</b> September 05, 2022</p> <p><b>Current Term:</b> Three years till September 04, 2025</p>	56	1) Rathore Organic Products Private Limited 2) Ashiyana Garden Private Limited 3) Roop Ratan Heritage Private Limited 4) Rras Recruitment Advisors Private Limited 5) R & B Exploration and Production Private Limited 6) Rras Traders and Exports Private Limited
2.	<p><b>Rajkumarsingh Deora</b></p> <p><b>Father's Name:</b> Ishwarsingh Deora</p> <p><b>Designation:</b> Whole Time Director</p> <p><b>Address:</b> A-402, Rajeshri Avenue Sidheshwar CHS, Jairaj Nagarm Behind Mahishmardini Temple, Borivali, Mumbai-400092, Maharashtra, India.</p> <p><b>Occupation:</b> Business</p> <p><b>DIN:</b> 03330174</p> <p><b>Date of Birth:</b> July 07, 1986</p> <p><b>Nationality:</b> Indian</p>	36	NIL

Sr. No.	Name, Father's Name, Designation, Address, Occupation, DIN, Date of Birth and Term	Age (in years)	Other Directorships
	<p><b>Date of appointment as Director:</b> February 15, 2022</p> <p><b>Date of Change in designation:</b> September 05, 2022</p> <p><b>Current Term:</b> Three years, till September 04, 2025</p>		
3.	<p><b>Roopkuwar Rathore</b></p> <p><b>Father's Name:</b> Ratansingh Rathore</p> <p><b>Designation:</b> Non Executive Director</p> <p><b>Address:</b> 502/503 Sushila Apartment, Devidas Lane, Borivali West, Mumbai-400092, Maharashtra, India.</p> <p><b>Occupation:</b> Business</p> <p><b>DIN:</b> 09564465</p> <p><b>Nationality:</b> Indian</p> <p><b>Date of Birth:</b> December 07, 1994</p> <p><b>Date of appointment Director:</b> 08 April, 2022</p> <p><b>Date of change in designation:</b> September 05, 2022</p> <p><b>Current Term:</b> Liable to retire by rotation</p>	22	NIL
4.	<p><b>Keshav Rathi</b></p> <p><b>Father's Name:</b> Nand Kishore Rathi</p> <p><b>Designation:</b> Independent Director</p> <p><b>Address:</b> Pungal Para Taparyo ki Gali, Jodhpur 342001, Rajasthan, India.</p> <p><b>Occupation:</b> Business</p> <p><b>DIN:</b> 07288145</p> <p><b>Date of Birth:</b> June 29, 1991</p> <p><b>Nationality:</b> Indian</p> <p><b>Date of appointment as Independent Director:</b> September 21, 2021</p> <p><b>Current Term:</b> Five years, till September 20, 2026</p>	31	NIL
5.			

Sr. No.	Name, Father's Name, Designation, Address, Occupation, DIN, Date of Birth and Term	Age (in years)	Other Directorships
	<p><b>Ashima Chhatwal</b></p> <p><b>Father's Name:</b> Gulshan Kumar</p> <p><b>Designation:</b> Independent Director</p> <p><b>Address:</b> F-42 Upper Second Floor, Vishnu Garden, Near Mangal Bazar, Tilak Nagar, West Delhi-110018, India.</p> <p><b>Occupation:</b> Service</p> <p><b>DIN:</b> 09157529</p> <p><b>Date of Birth:</b> July 15, 1993</p> <p><b>Nationality:</b> Indian</p> <p><b>Date of appointment Independent Director:</b> September 21, 2021</p> <p><b>Current Term:</b> Five years, till September 20, 2026]</p>	29	1) Abans Finance Private Limited 2) Abans Securities Private Limited 3) Abans Brikng Services Private Limited 4) Abans Holding Limited 5) Abans Commodities (I) Private Limited
6.	<p><b>Mahipal Shethiya</b></p> <p><b>Father's Name:</b> Jayantilal Shethiya</p> <p><b>Designation:</b> Independent Director</p> <p><b>Address:</b> 704-A, Shiv Krupa Building, Rani Sati Marg, Opp. Rokadiya Hanuman Mandir, Dhanjiwadi, Mumbai 400097, Maharashtra, India.</p> <p><b>Occupation:</b> Service</p> <p><b>DIN:</b> 09746350</p> <p><b>Date of Birth:</b> September 28, 1989</p> <p><b>Nationality:</b> Indian</p> <p><b>Date of appointment Independent Director:</b> September 24, 2022</p> <p><b>Current Term:</b> Five years, till September 23, 2027</p>	33	NIL

#### BRIEF PROFILE OF OUR DIRECTORS

**Ratansingh Rathore**, aged 56 years is the founding Promoter and is currently designated as Chairman and Managing Director of our Company. He was appointed as the First Director on the Board of our Company at the time of incorporation of our Company on June 15, 2005. He has more than twenty years of experience in civil, construction industry and business development. He is looking after overall management and financials areas of our Company. Under his leadership our Company has successfully completed cost effective projects.

**Rajkumarsingh Deora**, aged 36 years is a Whole Time Director of our Company. He was appointed on the Board of our Company w.e.f. February 15, 2022. He has experience of over a decade in civil construction industry He started his own venture in the name of RI Brothers & Company which provides consultancy services in the areas of civil

construction industry. He has provided his services to our Company and has supervised various projects which includes B.R.T.S work at Pune Municipal Corporation, MMRDA and PWD road work, executing construction for Temba Hospital at Bhayender, West, Mumbai, Nashik Kumbmela work etc. Currently he is responsible for the supervision and management of the business of the Company. He is also involved in the planning for new and existing project sites.

**Roopkuwar Rathore**, aged 22 years is Non Executive Director of our Company. She was appointed on the Board of our Company w.e.f . April 08, 2022 and regularised on September 05, 2022. She completed her education in Business Administration from University of London in the year 2021. Currently, she is responsible to scout for various marketing strategies and implement them to support in the growth of the Company

**Keshav Rathi**, aged 31 years is an Independent Director of our Company. He was appointed on the Board of our Company w.e.f. September 21, 2021. He is a practicing Company Secretary from Institute of Company Secretaries of India. He has completed diploma course in financial management from International Business Management Institute, Berlin, Germany. He also holds Bachelor's in Law degree from Jai Narain Vyas University, Jodhpur. He has completed Master of Business Administration (MBA) from Sikkim Manipal University. He has more than six years of experience in the financial, legal and secretarial areas and advising the companies on the corporate restructuring transactions.

**Ashima Chhatwal**, aged 29 years is an Independent Director of our Company. She was appointed on the Board of our Company w.e.f. September 21, 2021. She is a Qualified Company Secretary from the Institute of Company Secretaries of India. She has more than three years of experience in the Corporate Secretarial and Advisory Team advising on corporate transactions which includes Buyback, Investment Vehicle, Merger and Acquisitions, Restructuring and foreign investments. She has worked with HCL Technologies Limited and currently working with Bharti Airtel Limited.

**Mahipal Shethiya**, aged 33 years is an Independent Director of our Company. He was appointed on the Board of our Company w.e.f. September 24, 2022. He holds Accounting Technician Certificate issued by the Institute of Chartered Accountants of India. He has more than 10 years of experience in the areas of accounting and taxation. Currently he is associated at Zasti India Private Limited as a Senior Account Manager

## CONFIRMATIONS

As on the date of this Draft Red Herring Prospectus:

1. Except as disclose below, none of the Directors of our Company are related to each other as on date of this Draft Red Herring Prospectus.
  - Ratansingh Rathore is uncle of Rajkumarsingh Deora.
2. There are no arrangements or understanding with major shareholders, customers, suppliers or any other entity, pursuant to which any of the Directors or Key Management Personnel were selected as a Director.
3. The Directors of our Company have not entered into any service contracts with our Company which provides for benefits upon termination of employment.
4. None of our Directors have been identified as a wilful defaulter or a fraudulent borrower (as defined in the SEBI ICDR Regulations).
5. None of our Directors have been declared as fugitive economic offenders as defined in Regulation 2(1)(p) of the SEBI ICDR Regulations, nor have been declared as a 'fugitive economic offender' under Section 12 of the Fugitive Economic Offenders Act, 2018.
6. Further, none of our Directors are or were directors of any Company whose shares have been/were:
  - a) Suspended from trading by any of the stock exchange(s) during his/her tenure in that Company in the last five years or;
  - b) Delisted from the stock exchange(s) during the term of their directorship in such companies.

## DETAILS OF BORROWING POWERS

Pursuant to a special resolution passed at an Annual General Meeting of our Company held on September 05, 2022 and pursuant to provisions of Section 180(1) (c) and other applicable provisions, if any, of the Companies Act, 2013 and rules made thereunder, the Board of Directors of the Company be and are hereby authorized to borrow monies from time to time in excess of aggregate of paid up capital and free reserves (apart from temporary loans obtained / to be obtained from bankers in the ordinary course of business), provided that the outstanding principal amount of such borrowing at any point of time shall not exceed in the aggregate of ₹ 1,000 crores

## COMPENSATION PAID TO OUR MANAGING DIRECTOR AND/OR WHOLE-TIME DIRECTOR

The compensation payable to our Managing Director and Whole Time Director will be governed as per the terms of their appointment and shall be subject to the provisions of the Companies Act, 2013 read with Schedule V to the Companies Act, 2013 and the rules made thereunder (including any statutory modification(s) or re-enactment thereof).

### *Ratansingh Rathore, Chairman and Managing Director*

The compensation package payable to him as resolved in the shareholders meeting held on September 05, 2022 is stated hereunder:

**Salary:** The total remuneration paid to Ratansingh Rathore, Chairman and Managing Director, shall not exceed a sum of ₹ 150 lakhs per annum as salary, Further perquisites and leave encashment as per the rules of the Company for the period of 2022-2023.

### *Rajkumarsingh Deora, Whole Time Director*

The compensation package payable to him as resolved in the shareholders meeting held on September 05, 2022 is stated hereunder:

**Salary:** The total remuneration paid to Rajkumarsingh Deora, Whole Time Director, shall not exceed a sum of ₹ 100 lakhs per annum as salary, Further perquisites and leave encashment as per the rules of the Company for the period of 2022-2023.

## PAYMENT OR BENEFIT TO INDEPENDENT DIRECTOR OF OUR COMPANY

Pursuant to the resolution passed by the Board of Directors of our Company at their meeting held on September 23, 2022, our Independent Director are entitled to receive a sitting fee of ₹5,000 for attending each meeting of our Board and committees thereof.

## REMUNERATION/COMPENSATION/COMMISSION PAID TO DIRECTORS BY OUR COMPANY

For F.Y. 2021-22, the directors have been paid / payable gross remuneration / commission as follows:

Sr. No.	Name of Director	Remuneration paid (₹ in lakhs)
1.	Ratansingh Rathore	42.00
2.	Sanjaykunwar Rathore	12.00
3.	Ajaypalsingh Rathore	4.10
4.	Roopkuwar Rathore	6.40

**Note:** Sanjaykunwar Rathore has resigned as a Non Executive Director on February 15, 2022.; Ajaypalsingh Rathore has resigned as a Director on September 02, 2022 as a Director.

## SHAREHOLDING OF OUR DIRECTORS IN THE COMPANY

Our Articles of Association do not require our Directors to hold any qualification shares. The details of the shareholding of our Directors as on the date of this Draft Red Herring Prospectus are as follows:

Sr. No.	Name of the Shareholder	No. of Equity Shares	Percentage of Pre-Issue Capital (%)
1.	Ratansingh Rathore	84,50,200	57.29%

## INTEREST OF DIRECTORS

All Directors may be deemed to be interested to the extent of fees payable to them for attending meetings of our Board or a Committee thereof as well as to the extent of other remuneration and reimbursement of expenses payable to them under our Articles of Association, and to the extent of remuneration paid to them for services rendered as an officer or employee of our Company.

The Directors may also be regarded as interested in the Equity Shares, if any, held by them or that may be subscribed by or allotted to the companies, firms and trusts, in which they are interested as directors, members, partners, trustees and promoter, pursuant to this Issue. All of our Directors may also be deemed to be interested to the extent of any dividend payable to them and other distributions in respect of the Equity Shares held by them

Other than Ratansingh Rathore, none of our Directors are interested in the promotion or formation of our Company.

None of our Directors have any interest in any property acquired or proposed to be acquired by the Company.

No amount or benefit has been paid or given within the two preceding years or is intended to be paid or given to any of our Directors except the normal remuneration for services rendered as Directors.

No loans have been availed by our Directors from our Company.

Except as disclosed in “*Related Party Transactions under the chapter titled Financial Information*” beginning on page no. 176 of this Draft Red Herring Prospectus, none of the beneficiaries of loans, advances and sundry debtors are related to the Directors of our Company.

Our Company does not have any performance linked bonus or a profit-sharing plan for our Directors.

Except as disclosed in “*Related Party Transactions under the chapter titled Financial Information*” beginning on page no. 176 this Draft Red Herring Prospectus, our Directors do not have any interest in the Company or its business.

## CHANGES IN OUR BOARD OF DIRECTORS DURING THE LAST THREE YEARS

Sr. No	Name of Director	Date of Appointment/ Change	Designation	Reason for change
1.	Ajaypalsingh Rathore	August 25, 2020	Director	Appointment
2.	Ratansingh Rathore	March 12, 2021	Managing Director	Re-designation as a Managing Director
3.	Ajaypalsingh Rathore	March 18, 2021	Director	Resignation
4.	Sanjaykunwar Rathore	March 18, 2021	Non-Executive Director	Appointment
5.	Sanjaykunwar Rathore	July 14, 202	Executive	Change in Designation
6.	Ajaypalsingh Rathore	July 14, 2021	Additional Director	Appointment
7.	Ajaypalsingh Rathore	July 15, 2021	Director	Change in Designation
8.	Ashima Chhatwal	September 21, 2021	Independent Director	Appointment
9.	Keshav Rathi	September 21, 2021	Independent Director	Appointment
10.	Rajkumarsingh Deora	February 15, 2022	Additional Director	Appointment
11.	Sanjaykunwar Rathore	February 15, 2022	Non-Executive Director	Resignation
12.	Roopkuwar Rathore	April 8, 2022	Additional Director	Appointment

Sr. No	Name of Director	Date of Appointment/ Change	Designation	Reason for change
13.	Ajaypalsingh Rathore	September 02, 2022	Director	Resignation
14.	Roopkuwar Rathore	September 05, 2022	Non Executive Director	Change in Designation
15.	Ratansingh Rathore	September 05, 2022	Chairman and Managing Director	Appointment
16.	Rajkumarsingh Deora	September 05, 2022	Whole Time Director	Re-designation as a Whole Time Director
17.	Mahipal Shethiya	September 24, 2022	Independent Director	Appointment

## CORPORATE GOVERNANCE

The Corporate Governance provisions of the SEBI Listing Regulations will be applicable to us immediately upon listing of the Equity Shares on the Stock Exchanges. We are in compliance with the requirements of applicable regulations, including the SEBI Listing Regulations, the Companies Act and the SEBI ICDR Regulations, in respect of corporate governance including constitution of our Board and committees thereof, and formulation and adoption of policies.

Our Company stands committed to good Corporate Governance practices based on the principles such as accountability, transparency in dealing with our stakeholders, emphasis on communication and transparent report. We have complied with the requirements of the applicable regulations, including Regulations, in respect of Corporate Governance including constitution of the Board and its Committees. The Corporate Governance framework is based on an effective Independent Board, the Board's supervisory role from the executive management team and constitution of the Board Committees, as required under law.

Our Board functions either as a full Board or through the various committees constituted to oversee specific operational areas.

The following committees have been constituted in terms of SEBI Listing Regulations and the Companies Act, 2013.

- A. Audit Committee;
- B. Nomination and Remuneration Committee;
- C. Stakeholders Relationship Committee;
- D. Risk Management Committee;
- E. Corporate Social Responsibility Committee

### A. AUDIT COMMITTEE

The Audit Committee was reconstituted by our Board of Directors vide resolution dated September 23, 2022 in accordance with the Section 177 of the Companies Act, 2013 and Regulation 18 of the SEBI Listing Regulations. The audit committee comprises:

Name of the Directors	Nature of Directorship	Designation in Committee
Mahipal Shethiya	Independent Director	Chairman
Ashima Chhatwal	Independent Director	Member
Ratansingh Rathore	Chairman and Managing Director	Member

The Company Secretary & Compliance Officer of the Company will act as the Secretary of the Committee. The scope of Audit Committee shall include but shall not be restricted to the following:

The scope of Audit Committee shall include but shall not be restricted to the following:

- a) overseeing the Company's financial reporting process and the disclosure of its financial information to ensure that the financial statements are correct, sufficient and credible;

- b) recommending to the Board the appointment, remuneration and terms of appointment of the statutory auditor of the Company;
- c) reviewing and monitoring the statutory auditor's independence and performance, and effectiveness of audit process;
- d) approving payments to statutory auditors for any other services rendered by the statutory auditors;
- e) reviewing, with the management, the annual financial statements and auditor's report thereon before submission to the board for approval, with particular reference to:
  - a. matters required to be included in the director's responsibility statement to be included in the board's report in terms of clause (c) of sub-section (3) of Section 134 of the Companies Act, 2013;
  - b. changes, if any, in accounting policies and practices and reasons for the same;
  - c. major accounting entries involving estimates based on the exercise of judgment by management;
  - d. significant adjustments made in the financial statements arising out of audit findings;
  - e. compliance with listing and other legal requirements relating to financial statements;
  - f. disclosure of any related party transactions; and
  - g. modified opinion(s) in the draft audit report;
- f) reviewing, with the management, the quarterly, half-yearly and annual financial statements before submission to the board for approval;
- g) reviewing, with the management, the statement of uses / application of funds raised through an issue (public issue, rights issue, preferential issue, etc.), the statement of funds utilized for purposes other than those stated in the offer document / prospectus / notice and the report submitted by the monitoring agency monitoring the utilisation of proceeds of a public or rights issue, and making appropriate recommendations to the board to take up steps in this matter.
- h) approval or any subsequent modification of transactions of the Company with related parties;
- i) scrutinizing of inter-corporate loans and investments;
- j) valuation of undertakings or assets of the Company, wherever it is necessary;
- k) establishing a vigil mechanism for directors and employees to report their genuine concerns or grievances;
- l) evaluating of internal financial controls and risk management systems;
- m) reviewing, with the management, the performance of statutory and internal auditors, and adequacy of the internal control systems;
- n) 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;
- o) discussing with internal auditors of any significant findings and follow up there on;
- p) 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;
- q) discussing 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;

- r) looking into the reasons for substantial defaults in the payment to the depositors, debenture holders, shareholders (in case of non-payment of declared dividends) and creditors;
- s) reviewing the functioning of the whistle blower mechanism;
- t) approving of appointment of Chief Financial Officer or any other person heading the finance function or discharging that function after assessing the qualifications, experience and background, etc. of the candidate;
- u) investigating into any above matter or referred to it by the Board of Directors and for this purpose, to have full access to information contained in the records of the Company and external professional advice, if necessary;
- v) The Audit Committee shall mandatorily review the following information:
  - a. management discussion and analysis of financial condition and results of operations;
  - b. statement of significant related party transactions (as defined by the Audit Committee), submitted by management;
  - c. management letters / letters of internal control weaknesses issued by the statutory auditors;
  - d. internal audit reports relating to internal control weaknesses;
  - e. the appointment, removal and terms of remuneration of the chief internal auditor;
  - f. reviewing utilisation of loans and/or advances from/investment by the holding company in the unlisted subsidiary including existing loans/ advances/ investments; and
  - g. statement of deviations:
    - i. Quarterly statement of deviation(s) including report of monitoring agency, if applicable, submitted to stock exchange(s) in terms of the SEBI Listing Regulations.
    - ii. annual statement of funds utilised for purposes other than those stated in the offer document / prospectus / notice in terms of the SEBI Listing Regulations; and
- w) reviewing the utilization of loans and/ or advances from/investment by the holding company in the subsidiary exceeding rupees 100 crore or 10% of the asset size of the subsidiary, whichever is lower including existing loans / advances / investments.
- x) consider and comment on rationale, cost-benefits and impact of schemes involving merger, demerger, amalgamation etc., on the listed entity and its shareholders
- y) Carrying out any other function as is mentioned in the terms of reference of the audit committee and any other terms of reference as may be decided by the board and/or specified/provided under the Companies Act or the Listing Regulations or by any other regulatory authority.

**The powers of the Audit Committee include the following:**

- i. To investigate activity within its terms of reference;
- ii. To seek information from any employees;
- iii. To obtain outside legal or other professional advice;
- iv. To secure attendance of outsiders with relevant expertise, if it considers necessary; and
- v. To have full access to the information contained in the records of the Company.

The Audit Committee is required to meet at least four times in a year under the SEBI Listing Regulations.

## B. NOMINATION AND REMUNERATION COMMITTEE

The Nomination and Remuneration Committee reconstituted by our Board of Directors vide resolution dated September 23, 2022 pursuant to section 178 of the Companies Act, 2013 and Regulation 19 of the SEBI Listing Regulations. The Nomination and Remuneration Committee comprises:

Name of the Directors	Nature of Directorship	Designation in Committee
Keshav Rathi	Independent Director	Chairman
Ashima Chhatwal	Independent Director	Member
Mahipal Shethiya	Independent Director	Member

The scope of Nomination and Remuneration Committee shall include but shall not be restricted to the following:

- a) formulating and recommending to the Board for its approval and also to review from time to time, a nomination and remuneration policy or processes, as may be required pursuant to the provisions of the Companies Act;
- b) 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;
- c) identifying persons who are qualified to become directors and persons who may be appointed in senior management position in accordance with the criteria laid down, and recommend to the Board their appointment and removal;
- d) formulation of criteria for evaluation of performance of Independent Directors and the Board;
- e) recommending to the Board, qualifications, appointment, remuneration and removal of Directors, key management personnel and persons in senior management positions in accordance with the nomination and remuneration policy;
- f) devising a policy on diversity of the Board;
- g) carrying out performance evaluation of every Director in accordance with the nomination and remuneration policy;
- h) considering grant of stock options to eligible Directors, formulating detailed terms and conditions of employee stock option schemes and administering and exercising superintendence over employee stock option schemes;
- i) engaging the services of any consultant/professional or other agency for the purpose of recommending compensation structure/policy;
- j) determining 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;
- k) recommend to the board, all remuneration, in whatever form, payable to senior management and;
- l) performing such other activities as may be delegated by the Board or specified or provided under the Companies Act, 2013 or the SEBI Listing Regulations, and the rules and regulations made thereunder or other applicable law, including any amendments thereto as may be made from time to time.;

## C. STAKEHOLDERS' RELATIONSHIP COMMITTEE

The Stakeholders' Relationship Committee was constituted by our Board of Directors vide resolution dated September 23, 2022 pursuant to section 178 (5) of the Companies Act, 2013 and Regulation 20 of the SEBI Listing Regulations. The Stakeholder's Relationship Committee comprises of:

Name of the Directors	Nature of Directorship	Designation in Committee
Keshav Rathi	Independent Director	Chairman
Ratansingh Rathore	Chairman and Managing Director	Member
Rajkumarsingh Deora	Whole Time Director	Member

The Company Secretary of the Company will act as the Secretary of the Committee.

This committee will address all grievances of Shareholders/Investors and its terms of reference include the following:

- a) Consider and resolve grievances of shareholders of the Company, including complaints related to transfer/transmission of shares, non-receipt of annual report, non-receipt of declared dividends, issue of new/duplicate certificates, general meetings, etc;
- b) Review of measures taken for effective exercise of voting rights by shareholders.
- c) 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.
- d) Review of the various measures and initiatives taken by the Company for reducing the quantum of unclaimed dividends and ensuring timely receipt of dividend warrants/annual reports/statutory notices by the shareholders of the Company.
- e) Formulation of procedures in line with the statutory guidelines to ensure speedy disposal of various requests received from shareholders from time to time;
- f) Approve, register, refuse to register transfer or transmission of shares and other securities;
- g) Sub-divide, consolidate and or replace any share or other securities certificate(s) of the Company;
- h) Allotment and listing of shares;
- i) Authorise affixation of common seal of the Company;
- j) Issue duplicate share or other security(ies) certificate(s) in lieu of the original share/security(ies) certificate(s) of the Company;
- k) Approve the transmission of shares or other securities arising as a result of death of the sole/any joint shareholder;
- l) Dematerialize or rematerialize the issued shares;
- m) Ensure proper and timely attendance and redressal of investor queries and grievances;
- n) Carrying out any other functions contained in the Companies Act, 2013 and/or equity listing agreements (if applicable), as and when amended from time to time; and
- o) Delegate further, all or any of the power to any other employee(s), officer(s), representative(s), consultant(s), professional(s), or agent(s).
- p) performing such other activities as may be delegated by the Board or specified or provided under the Companies Act, 2013 or the SEBI Listing Regulations, and the rules and regulations made thereunder or other applicable law, including any amendments thereto as may be made from time to time.;

#### **D. CORPORATE SOCIAL RESPONSIBILITY COMMITTEE**

The Corporate Social Responsibility Committee was re-constituted by our Board vide resolution dated September 23, 2022 in terms of Section 135 of the Companies Act. The Corporate Social Responsibility Committee comprises of following Directors:

<b>Name of the Directors</b>	<b>Nature of Directorship</b>	<b>Designation in Committee</b>
Rajkumarsingh Deora	Chairman and Whole Time Director	Chairman
Kehsav Rathi	Independent Director	Member
Ashima Chhatwal	Independent Director	Member

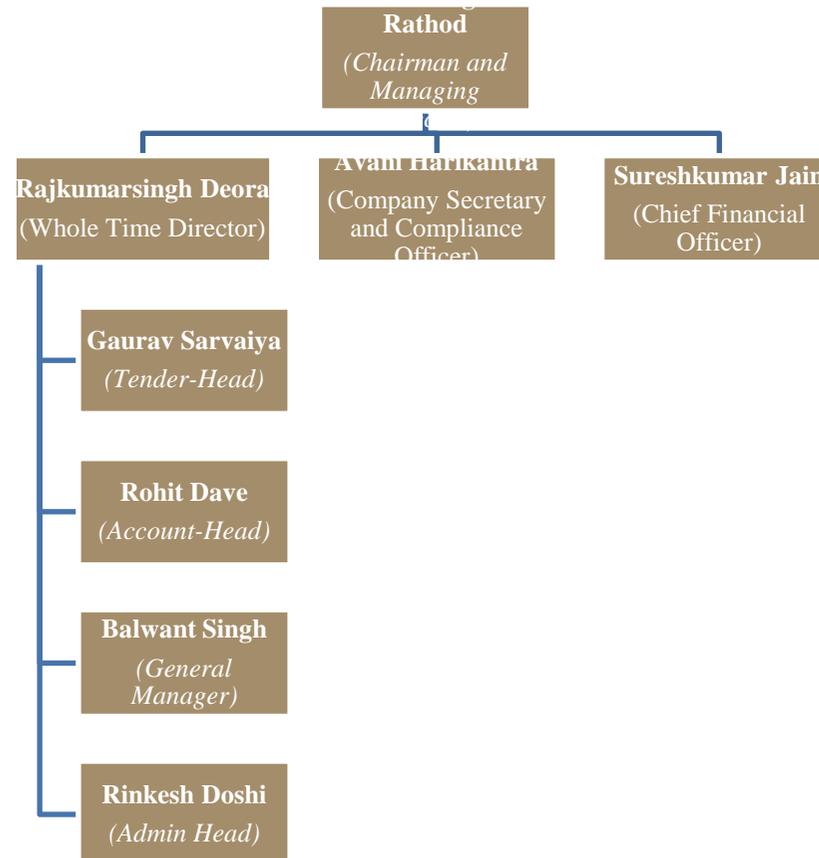
The terms of reference of the Corporate Social Responsibility Committee include the following:

- a) Formulation of a corporate social responsibility policy to the Board, indicating the activities to be undertaken by the Company in areas or subject specified in the Companies Act, 2013. The activities should be within the list of permitted activities specified in the Companies Act, 2013 and the rules thereunder;
- b) Recommending the amount of expenditure to be incurred, amount to be at least 2% of the average net profit of the Company in the three immediately preceding financial years or where the Company has not completed the period of three financial years since its incorporation during such immediately preceding financial years;
- c) Instituting a transparent monitoring mechanism for implementation of the corporate social responsibility projects or programs or activities undertaken by the Company;
- d) Monitoring the corporate social responsibility policy from time to time and issuing necessary directions as required for proper implementation and timely completion of corporate social responsibility programmes;
- e) Identifying corporate social responsibility policy partners and corporate social responsibility policy programmes;
- f) Identifying and appointing the corporate social responsibility team of the Company including corporate social responsibility manager, wherever required; and
- g) Performing such other duties and functions as the Board may require the Corporate Social Responsibility Committee to undertake to promote the corporate social responsibility activities of the Company or as may be required under applicable laws

#### **POLICY ON DISCLOSURES & INTERNAL PROCEDURE FOR PREVENTION OF INSIDER TRADING**

The provisions of Regulation 8 and 9 of the SEBI (Prohibition of Insider Trading) Regulations, 2015 will be applicable to our Company immediately upon the listing of its Equity Shares on the Stock Exchange. We shall comply with the requirements of the SEBI (Prohibition of Insider Trading) Regulations, 2015 on listing of our Equity Shares on stock exchange. Further, Board of Directors have approved and adopted the policy on insider trading in view of the proposed public issue. Our Board is responsible for setting forth policies, procedures, monitoring and adherence to the rules for the preservation of price sensitive information and the implementation of the code of conduct under the overall supervision of the board.

## ORGANIZATIONAL STRUCTURE



## KEY MANAGERIAL PERSONNEL

Our Company is managed by our Board of Directors, assisted by qualified and experienced professionals, who are permanent employees of our Company. Given below are the details of the Key Managerial Personnel:

**Ratansingh Rathore** is the Managing Director of our Company. For details, see “*Brief Profile of our Directors under chapter titled Our Management*” on page no. 135 of this Draft Red Herring Prospectus. For details of compensation paid to him during Financial Year 2022, see “*Remuneration/ Compensation/Commission paid to our Directors*” on page no. 137 of this Draft Red Herring Prospectus.

**Rajkumarsingh Deora** is the Whole Time Director of our Company. For details, see “*Brief Profile of our Directors*”. Under chapter titled “*Our Management*” on page no. 135 of this Draft Red Herring Prospectus. For details of compensation paid to him during Financial Year 2022, see “*Remuneration/ Compensation/Commission paid to our Directors*” on page no. 137 of this Draft Red Herring Prospectus.

**Sureshkumar Jain** is the Chief Financial Officer. He was appointed as a Chief Financial Officer w.e.f. September 02, 2022. He is a B.Com graduate from Osmania University. He has over two decades of experience in the field of accounting and finance. He is associated with our Company since its inception. He is responsible for gauging various financial strategies to determine the optimum financial options to evaluate corporate restructuring alternatives to enhance the growth of the Company. He was not paid any remuneration in the year 2021-2022.

**Avani Harikantra**, is Company Secretary and Compliance Officer. She was appointed w.e.f. May 18, 2022. She is a Qualified Company Secretary from the Institute of Company Secretaries of India. She has more than four years of experience in the Corporate Secretarial, listing compliances and advising on corporate restructuring transactions. In past she has been associated with M/S. JSP & Associates and Jainco Corporate Advisors Private Limited. She is currently responsible to handle the entire secretarial duties and compliances. She was not paid any remuneration in the year 2021-2022.

## OTHER KEY SENIOR MANAGER PERSONNEL

**Gaurav Sarvaiya**, is the Tender Head of our Company. He is associated with our Company since 2014. He has completed his diploma in civil engineering from Bhagubhai Mafatlal Polytechnic in the year 2011. He holds Bachelor’s degree in engineering (civil engineering) from Mumbai University in the year 2014. He is also empanelled as a structural engineer in Mira Bhaindar Municipal Corporation since 2018. He is also a Chartered Engineer (Civil) by The Institution of Engineer (India) [IEI], having membership No. 1763150. He has over nine years of experience into Infra Project’s government tendering and business development and in the structural engineering field along with onsite experience. He is currently responsible to lead the government bidding process for the infrastructure projects for the business development for our Company. During the financial year 2021-2022, the gross compensation paid to him was ₹ 9.62 lakhs.

**Rohit Dave**, is the Accounts Head of our Company. He holds Bachelor’s degree in Computer Science from M.D.S. University in 2011. He is associated with our Company since 2011. He has more than five years of experience in the accounting field. He heads the Accounts department of our Company and supervises and monitor the accounting team. During the financial year 2021-2022, the gross compensation paid to him was ₹ 4.22 lakhs.

**Balwant Singh Kumpawat** is the General Manager of our Company. He holds Bachelor’s degree in B.Tech (mechanical engineering) from Rajasthan Technical University, Kota. He has joined working with our Company in February 2021 as a tender engineer and Project manager. He is responsible for supervising the turnkey projects and also works on the evaluation of the strategic vision of our Company and work towards strengthening the processes and procedures. During the financial year 2021-22, the gross compensation paid to him was ₹2.16 lakhs in the year 2021-2022.

**Rinkesh Doshi**, is the Admin Head of our Company. He is associated with our Company since 2017. He is B.Com graduate from University of Mumbai and has also completed the M.Com from Bundelkhand Univeristy. He has experience over 15 years of experience in handling the day-to day functions of the Human Resources department which includes maintaining the data of the employees, hiring and interviewing the staff, enforcing company’s policies and practices. In past he has been associated with Personal Communication Center New York, USA, A1 Wireless New York, USA. He plays the major role in evaluating current and future talent needs pertaining to recruitment and retention of the employees. During the financial year 2021-2022, the gross compensation paid to him was ₹ 5.40 lakhs.

### **Status of Key Managerial Personnel**

All our key managerial personnel are permanent employees of our Company

### **Relationship amongst the Key Management Personnel and Director**

Except as disclosed below, none of the KMP's are related to directors of our Company, as on the date of this Draft Red Herring Prospectus.

- Ratansingh Rathore is uncle of Rajkumarsingh Deora.

### **Shareholding of the Key Management Personnel**

None of our key managerial personnel holds any shares of our Company as on the date of this Draft Red Herring Prospectus except as mentioned below:

<b>Sr. No.</b>	<b>Name of the Shareholder</b>	<b>No. of Equity Shares</b>	<b>Percentage of Pre-Issue Capital (%)</b>
1.	Ratansingh Rathore	84,50,200	57.29%

### **Service Contracts with Key Managerial Personnel**

Our Key Managerial Personnel have not entered into any service contracts with our Company which provide for any benefits upon termination of their employment in our Company. Except statutory benefits upon termination of their employment in our Company or superannuation, no officer of our Company including key managerial personnel is entitled to any benefit upon termination of such officer's employment or superannuation.

### **Interest of Key Managerial Personnel**

None of our key management personnel has any interest in our Company except to the extent of their remuneration, benefits, reimbursement of expenses incurred by them in the ordinary course of business. Our key managerial personnel may also be interested to the extent of Equity Shares, if any, held by them and any dividend payable to them and other distributions in respect of such Equity Shares.

### **Loans taken by Key Management Personnel**

None of our key managerial personnel have any outstanding loan from our Company as on the date of this Draft Red Herring Prospectus.

### **Arrangement or Understanding with Major Shareholders**

There are no arrangements or understanding with major shareholders, customers, suppliers or others, pursuant to which any of the key managerial personnel was selected as a member of our senior management.

### **Bonus or Profit Sharing Plan of the Key Management Personnel**

Our Company does not have any performance linked bonus or a profit-sharing plan for our key management personnel.

### **Payment or Benefit to our Officers**

No amount or benefit has been paid or given to any officer of our Company within the two years preceding the date of filing of this Draft Red Herring Prospectus, or is intended to be paid or given, other than in the ordinary course of their employment except as disclosed in the related party transactions. For further details please see "*Related Party Transactions under the chapter titled Financial Information*" beginning on page no. 176 of this Draft Red Herring Prospectus.

### **Changes in our Key Managerial Personnel in the Last Three Years from the Date of this Draft Red Herring Prospectus**

The changes in our key managerial personnel during the three years immediately preceding the date of this Draft Red Herring Prospectus are set forth below.

<b>Name</b>	<b>Designation</b>	<b>Reason</b>	<b>Date of Appointment / Change in designation</b>
Saloni Kachhwaha	Company Secretary and Compliance Officer	Appointment	February 04, 2022
Saloni Kachhwaha	Company Secretary and Compliance Officer	Resignation	May 17, 2022
Avani Harikanta	Company Secretary and Compliance Officer	Appointment	May 18, 2022
Sureshkumar Jain	Chief Financial Officer	Appointment	September 02, 2022

#### **Contingent and Deferred Compensation Payable to Key Managerial Personnel**

There is no contingent or deferred compensation payable to our key managerial personnel, which does not form part of their remuneration.

#### **Employee Stock Option Plan**

Our Company has no employee stock option plan.

## OUR PROMOTER AND PROMOTER GROUP

### OUR PROMOTER

Ratansingh Rathore is the Promoter of our Company. Our Promoter is currently hold an aggregate of 84,50,200 Equity Shares, aggregating to 57.29% of the pre-Issue issued, subscribed and paid-up Equity Share capital of our Company. For further details, see “*Capital Structure*” on page no. 62 of this Draft Red Herring Prospectus.

The details of our Promoter is as under:

<b>Ratansingh Rathore</b>	
	<p><b>Ratansingh Rathore</b>, aged 56 years is the Promoter and Managing Director of our Company.</p> <p>For details of his educational qualifications, experience, other directorships, positions / posts held in the past and other directorships and special achievements, see the chapter titled “<i>Our Management</i>” on page 133 of this Draft Red Herring Prospectus</p> <p>Date of birth: July 02, 1966</p> <p>Permanent Account Number: AACPR4164L</p> <p>Address: 502/503 Sushila Apartment, Devidas Lane, Borivali West, Mumbai-400092, Maharashtra, India.</p>

### Confirmations and Undertakings

We confirm that the Permanent Account Number, Bank Account number, Passport number, Aadhaar card number and driving license number of our Promoter have been submitted to the Stock Exchange(s) at the time of filing of this Draft Red Herring Prospectus.

Our Promoter and the members of our Promoter Group have confirmed that they have not been identified as wilful defaulters or a fraudulent borrower by the RBI or any other governmental authority.

Our Promoter has not been declared as a fugitive economic offender under the provisions of section 12 of the Fugitive Economic Offenders Act, 2018.

None of (i) our Promoter and members of our Promoter Group or persons in control of or on the boards of bodies corporate forming part of our Group Companies (ii) the Companies with which any of our Promoter are or were associated as a promoter, director or person in control, are debarred or prohibited from accessing the capital markets or restrained from buying, selling, or dealing in securities under any order or directions passed for any reasons by the SEBI or any other authority or refused listing of any of the securities issued by any such entity by any stock exchange in India or abroad.

### 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.

### Experience of our Promoter in the business of our Company

For details in relation to experience of our Promoter in the business of our Company, please see “*Our Management*” and “*Promoters and Promoter Group*” on page nos.133 and 149 of this Draft Red Herring Prospectus.

### Interest of our Promoter

Our Promoter is interested in our Company to the extent that he has promoted our Company and to the extent of his shareholding in our Company, his directorship in our Company and the dividends payable and any other distributions in respect of their respective shareholding in our Company. Our Promoter is also interested to the extent of shareholding

of his relatives in our Company. For further details of the shareholding of our Promoter in our Company, see “*Capital Structure - Build-up of the Promoters’ shareholding in our Company*” beginning on page 62 of this Draft Red Herring Prospectus.

Additionally, our Promoter may be interested in transactions entered into by our Company with other entities (i) in which our Promoter hold shares, or (ii) controlled by our Promoter.

For further details of interest of our Promoter in our Company, see “Financial Information” – “Related party transactions” on page 176 of this Draft Red Herring Prospectus.

Our Promoter may also be deemed to be interested to the extent of the remuneration, benefits and reimbursement of expenses payable to them as Directors on our Board. For further details, see “*Our Management*” on page 133 of this Draft Red Herring Prospectus.

Except Ratansingh Rathore who is the Promoter and Managing Director of our Company, none of our other Directors or Group Companies has any interest in the promotion of our Company.

Our Promoter is not interested as a member of a firm or company, and no sum has been paid or agreed to be paid to our Promoters or to any firm or company in cash or shares or otherwise by any person either to induce him to become, or to qualify him as a directors, promoter or otherwise for services rendered by such Promoter or by such firm or company, in connection with the promotion or formation of our Company.

Except to the extent of their Directorship and shareholding in our Group Companies, our Promoter do not have any interest in any venture that is involved in any activities similar to those conducted by our Company. For further details, see “*Our Management*” beginning on page 133 of this Draft Red Herring Prospectus.

Except as disclosed in Intellectual property under chapter titled “*Our business*” on page no. 102 of this Draft Red Herring Prospectus. Our Promoter is not interested in any other entity which holds any intellectual property rights that are used by our Company.

#### **Interest of Promoter in the Property, land, construction of building and supply of machinery**

Except as stated in the section “*Our Business*” and “*Financial Information*”, beginning on page nos. 102 and 156 of this Draft Red Herring Prospectus, respectively, our Promoter is not interested in the properties 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, or in any transaction by our Company with respect to the acquisition of land, construction of building or supply of machinery, other than in the normal course of business.

#### **Payment of Amounts or Benefits to the Promoter or Promoter Group During the last two years**

Except as stated in the section “*Related Party Transactions - Financial Information*” on page no. 176 of this Draft Red Herring Prospectus, there has been no payment of benefits paid or given to our Promoter or 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 amount or benefit to our Promoter or members of our Promoter Group

#### **Material Guarantees**

Except as stated in the chapters “*Financial Information*” and “*Financial Indebtedness*” on page nos. 156 and 201 of this Draft Red Herring Prospectus, our Promoter has not given any material guarantee to any third party with respect to the Equity Shares as on the date of this Draft Red Herring Prospectus.

#### **OUR PROMOTER GROUP**

In addition to our Promoter, the following individuals, companies, partnerships and HUFs, etc. form part of our Promoter Group in terms of Regulation 2(1) (pp) of the SEBI ICDR Regulations:

##### ***A. Natural Persons who are Part of the Promoter Group***

The following individuals form part of our Promoter Group:

Sr. No.	Name of the Promoter	Name of the Relative	Relationship with the Promoter
1.	Ratansingh Rathore	Shri Motisingh B Rathore	Father
		Late Smt. Hanskunwar Rathore	Mother
		Sanjaykunwar R Rathore	Spouse
		Mangalsingh Rathore Late Chagansingh Rathore	Brothers
		Late Smt Suraj Kunwar Rathore	Sisters
		Ajaypal Singh R Rathore	Sons
		RoopKunwar R Rathore	Daughter
		Late Dungersingh H Deora	Spouse's Father
		Late Mishri Kunwar Deora	Spouse's Mother
		Not Applicable	Spouse's Sisters
		Ranjeetsingh Deora	Spouse's Brother
		Rajukunwar Rathore	Others

### ***B. Companies / Corporate Entities Forming Part of the Promoter Group***

The following Companies/Trusts/ Partnership firms/HUFs or Sole Proprietorships are forming part of our Promoter Group.

#### ***Indian Companies (Body Corporate, Trust, LLP, HUF and Firm)***

Sr. No.	Name of Promoter Group Entity/Company
1.	Ashiyana Garden Private Limited
2.	Aditya Financial Services Private Limited
3.	Coral Venture Private Limited
4.	Kenosis Sand Dunes Resort Private Limited
5.	M.E. Project Private Limited
6.	R & B Exploration and Production Private Limited
7.	Roop Ratan Heritage Private Limited
8.	RRAS Recruitment Advisors Private Limited*
9.	RRAS Traders & Exports Private Limited
10.	Rathore Organic Products Private Limited (Previously Known as Twinstar Multi Trade Private Limited)
11.	Sraddah Vyapaar Private Limited
12.	Mangalsingh Rathore HUF
13.	Motisingh B Rathore HUF
14.	Ratansingh Rathore HUF
15.	LMP Group Rita Palace
16.	Lotus Construction
17.	Ratansingh and Brothers
18.	Ratansingh & Bros.
19.	Roop Infra Project
20.	Roop Infra Tech
21.	Thakur Motisingh Bhurainghji Charitable Trust

*\*Form STK-2 has been filed with ROC, to initiate the strike-off process)*

#### **Companies with which the Promoter has disassociated in the last three years**

Our Promoter have not disassociated themselves from any companies, firms or entities during the last three years preceding the date of this Draft Red Herring Prospectus except for resigning from the board of certain Promoter Group companies.

Further Ratansingh Rathore had resigned from Kenosis Sand Dunes Resort Private Limited on May 05, 2022 and has retired from the M/s. Grace Builders, partnership firm vide Deed of Retirement agreement dated June 02, 2014.

One of our Promoter Group entity has filed the Form STK-2 has been filed with ROC, to initiate the strike-off process.

### **Shareholding of the Promoter Group in our Company**

For details of shareholding of members of our Promoter Group as on the date of this Draft Red Herring Prospectus, please see the chapter titled “*Capital Structure – Notes to Capital Structure*” beginning on page no. 62 of this Draft Red Herring Prospectus.

### **Outstanding Litigation**

There is no outstanding litigation against our Promoter except as disclosed in the section titled “*Risk Factors*” and chapter titled “*Outstanding Litigation and Material Developments*” beginning on page nos. 24 and 203 of this Draft Red Herring Prospectus.

## OUR GROUP COMPANIES

In terms of the SEBI ICDR Regulations and pursuant to the resolution passed by our Board at its meeting held on September 23, 2022 the term “group companies”, includes (i) such companies (other than joint ventures) with which there were related party transactions during the period for which financial information is disclosed, as covered under applicable accounting standards, and (ii) any other companies considered material by the board of directors of the relevant issuer company.

Accordingly, all such companies with which our Company had related party transactions as per the Restated Consolidated Financial Statements, as covered under the relevant accounting standard (i.e. Ind AS 24) have been considered as group companies in terms of the SEBI ICDR Regulations.

For the avoidance of the doubt it is clarified that our Joint Ventures namely (i) RBIPPL and Hive JV; (ii) RBIPPL MT Phad JV; (iii) LNA R & B JV; (iv) RBIPPL and Hydroair JV; (v) Coastal Dredging & R & B Infra Project Private Limited; (vi) RBIPPL SRCC JV; (vii) R.S.J JV and (viii) Wani RBIPPL have not been considered as our Group Companies for the purpose of disclosure in the Draft Red Herring Prospectus. For further details of our Joint Ventures, please refer to our chapter “*History and Certain Corporate Matters*” on page no. 125 of this Draft Red Herring Prospectus.

Accordingly, in terms of the policy adopted by our Board of Directors for determining group companies, we have set out below the details of our Group Companies. Our Board of Directors has also approved that, as on the date of the aforesaid resolution, there are no other group companies of our Company other than the companies disclosed below:

- Rras Traders and Export Private Limited
- M.E. Project Private Limited

In accordance with the SEBI ICDR Regulations, certain financial information in relation to our Group Companies for the previous three financial years, extracted from their respective audited financial statements (as applicable) are available at the websites indicated below.

Our Company is providing links to such website solely to comply with the requirements specified under the SEBI ICDR Regulations.

### DETAILS OF OUR GROUP COMPANIES

#### 1. Rras Traders and Export Private Limited (RTEPL)

RTEPL was incorporated on May 03, 2013 under the provisions of Companies Act, 1956. The Registered Office of RTEPL is situated at B/302 3<sup>rd</sup> Floor, Rita Palace CHS LTD, Chandavarkar Road, Borivali West, Mumbai 400092. Maharashtra, India. The CIN of RTEPL is U51100MH2013PTC242832.

##### *Audited Financial Information*

The details of the reserves (excluding revaluation reserves), sales, profit/ (loss) after tax, basic earnings per share, diluted earnings per share and net asset value per share derived from the audited financial statements of RTEPL for financial years ended March 31, 2022, March 31, 2021 and March 31, 2020 in terms of the SEBI ICDR Regulations are available on its website at [www.rathoregroup.co.in](http://www.rathoregroup.co.in)

#### 2. M.E. Project Private Limited (MEPPL)

MEPPL was incorporated on September 15, 2009 under the provisions of Companies Act, 1956. The Registered Office of AFCPL is situated at B-406, Mayur Co-op Housing Society Ltd, Sodawala Cross Road, Borivali West, Mumbai 400092, Maharashtra, India. The CIN of MEPPL is U45400MH2009PTC195799.

##### *Audited Financial Information*

The details of the reserves (excluding revaluation reserves), sales, profit/ (loss) after tax, basic earnings per share, diluted earnings per share and net asset value per share derived from the audited financial statements of MEPPL for financial years ended March 31, 2022, March 31, 2021 and March 31, 2020 in terms of the SEBI ICDR Regulations are available on its website at [www.rathoregroup.co.in](http://www.rathoregroup.co.in)

## **INTEREST OF GROUP COMPANIES**

None of our Group Companies have any interest in the promotion of our Company.

None of our Group Companies are interested in the properties acquired by our Company in the three years preceding the filing of this Draft Red Herring Prospectus or proposed to be acquired by our Company.

None of our Group Companies are interested in any transactions for the acquisition of land, construction of building or supply of machinery etc.

## **COMMON PURSUITS AMONG GROUP COMPANIES WITH OUR COMPANY**

Except M.E. Project Private Limited which is also engaged in the similar line of business as our Company; Our Company has not adopted any measures for mitigating such conflict situations.

Further, some of Group Companies may be empowered under their respective constitutional documents, to undertake a similar line of business, currently there is no conflicting interest arising out of such the common pursuits. For further details, see “*Restated Consolidated Financial Statements – Annexure V – Note 35 – Related party disclosures*” on page 176 of this Draft Red Herring Prospectus and “*Risk Factor - Conflicts of interest may arise out of common business objects between our Company and certain of our Group Companies which are in the same line of activity or business as that of the issuer*” on page 24 of this Draft Red Herring Prospectus. We shall adopt necessary procedures and practices as permitted by law to address any instances of conflict of interest, if and when they may arise.

## **RELATED BUSINESS TRANSACTION WITHIN THE GROUP COMPANIES AND SIGNIFICANCE ON FINANCIAL PERFORMANCE**

For details pertaining to business transactions, of our Company with our Group Companies, please refer “*Related Party Transactions*” beginning on page no. 176 of this Draft Red Herring Prospectus.

## **BUSINESS INTEREST OF GROUP COMPANIES**

Except as disclosed in “*Financial Information-Related Party Transactions*” on page no 176 of this Draft Red Herring Prospectus, our Group Company does not have any business interest in our Company.

## **LITIGATION**

There has been no material litigation in the group companies, which may directly or indirectly affect our Company.

## **CONFIRMATION**

Our Group Companies do not have any securities listed on any stock exchanges. Further, our Group Companies have not undertaken any public or rights issue of securities in the three years preceding the date of this Draft Red Herring Prospectus.

## DIVIDEND POLICY

As on the date of this Draft Red Herring Prospectus, our Company does not have a formal dividend policy. The declaration and payment of dividends on our Equity Shares, if any, will be recommended by our Board and approved by the Shareholders, at their discretion, subject to the provisions of the Articles of Association and applicable laws, including the Companies Act read with the rules notified there under.

The declaration of any dividend will depend on a number of factors, including but not limited to our earnings, capital requirements contractual restrictions, results of operations, financial condition, cash requirements, business prospects and any other financing arrangements, applicable legal restrictions and overall financial position of the Exchange. The Board may also, from time to time, declare interim dividends from the profits of a particular Fiscal in which such interim dividend is sought to be declared.

The past trend in relation to our payment of dividends, if any, is not necessarily indicative of future trends in declaration of dividend by our Company or our Company's dividend policy, and 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 future earnings, financial condition, cash flows, working capital requirements, capital expenditures and restrictive covenants in our financing arrangements.*" on page no. 24 of this Draft Red Herring Prospectus.

Our Company may pay dividend by cheque, or electronic clearance service, as will be approved by our Board in the future. Our Board may also declare interim dividend from time to time.

Our past practices with respect to the declaration of dividends are not necessarily indicative of our future dividend declaration. For details in relation to the risk involved, see "*Risk Factors*" on page no. 24 of this Draft Red Herring Prospectus.

## SECTION VII- FINANCIAL INFORMATION

### FINANCIAL STATEMENTS

#### **INDEPENDENT AUDITOR'S EXAMINATION REPORT ON RESTATED CONSOLIDATED FINANCIAL STATEMENTS IN CONNECTION WITH PROPOSED INITIAL PUBLIC OFFERING OF EQUITY SHARES BY R&B INFRA PROJECT LIMITED**

To,  
The Board of Directors,  
R&B Infra Project Limited,  
B-1, Neela Apartment, S.V. Road,  
Opp. Mandapeshwar Ind. Estate,  
Borivali (West) - 400092

Dear Sirs,

1. We have examined the attached Restated Consolidated Financial Information of R&B Infra Project Limited (the "Company") and its joint ventures (the Company and its joint ventures together referred to as the "Group"), comprising the Restated Consolidated Statement of Assets and Liabilities as at March 31, 2022, March 31, 2021 and March 31, 2020, the Restated Consolidated Statements of Profit and Loss (including other comprehensive income), the Restated Consolidated Statement of Changes in Equity, the Restated Consolidated Cash Flow Statement for the years ended March 31, 2022, March 31, 2021 and March 31, 2020 the Summary Statement of Significant Accounting Policies, and other explanatory information (collectively, the "Restated Consolidated Financial Statements"), as approved by the Board of Directors of the Company at their meeting held on September 22, 2022 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 Statement for the purpose of inclusion in the Draft Red Herring Prospectus to be filed with Securities and Exchange Board of India (the "SEBI"), BSE Limited and National Stock Exchange of India Limited (collectively, with BSE Limited, the "Stock Exchanges") 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 Annexure V to the Restated Consolidated Financial Information. The Board of Directors of the company is responsible for designing, implementing, and maintaining adequate internal control relevant to the preparation and presentation of the Restated Consolidated Financial Statement. The Company's Board of Directors are also responsible for identifying and ensuring that the Group complies with the Act, ICDR Regulations and the Guidance Note, as applicable.
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 September 07, 2022 in connection with the proposed IPO of equity shares of the Company;
  - b. The Guidance Note, which 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 Statement; and
- a. 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 IPO.

4. These Restated Consolidated Financial Information have been compiled by the management from:
  - a. the audited Consolidated Ind AS Financial Statements of the Group as at and for the year ended March 31, 2022 along with comparative audited Consolidated Ind AS Financial Statements for the year ended March 31, 2021 (the "Consolidated Ind AS Financial Statements"), prepared in accordance with the Indian Accounting Standards (referred to as "Ind AS"), which have been approved by the Board of Directors at their meeting held on September 02, 2022.
  - b. the Audited Special Purpose Consolidated Ind AS Financial Information as at and for the year ended March 31, 2020 prepared by us on the basis as described in Annexure V to the Restated Consolidated Financial Information, which have been approved by the Board of Directors at their meeting held on September 16, 2022.
5. For the purpose of our examination, we have relied on reports issued by us dated September 02, 2022 and September 16, 2022 in relation to the Consolidated Ind AS Financial Statements of the Group as at and for the year ended March 31, 2022 and comparative figures in this report for the year ended March 31, 2021 and Special Purpose Consolidated Ind AS Financial Statements of the Group as at and for the year ended March 31, 2020 respectively as referred in Paragraph 4 above.

#### **Basis of Accounting and Restriction on Distribution and Use**

We draw attention to Special Purpose Consolidated Ind AS Financial Statements, describing the purpose and basis of preparation. The Special Purpose Consolidated Ind AS Financial Statements have been prepared by the Company solely for the purpose of preparation of the Restated Consolidated Financial Statements as required under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 as amended from time to time (the "ICDR Regulations") in relation to the proposed initial public offering of the Company. As a result, the Special Purpose Consolidated Ind AS Financial Statements may not be suitable for any another purpose and are not financial statements prepared pursuant to any requirements under section 129 of the Companies Act, 2013. The Special Purpose Consolidated Ind AS Financial Statements cannot be referred to or distributed or included in any offering document or used for any other purpose except with our prior consent in writing. Our report is intended solely for the purpose of preparation of the Restated Consolidated Financial Statements and is not to be used, referred to or distributed for any other purpose without our prior written consent.

Our opinion is not modified in respect of this matter.

6. We did not audit financial statements of joint ventures included in the consolidated financial statements of the companies included in the Group, whose financial statements share of total assets and total revenues included in the consolidated financial statements, for the relevant year is tabulated below.

(₹ in Lakhs)

Particulars	As at and for the period / year ended		
	March 31, 2022	March 31, 2021	March 31, 2020
No of Joint Ventures	Three	Two	Two
Total Assets	951.15	781.34	698.88
Total Revenue from Operation	3066.65	1301.32	1169.71

These financial statements of the Joint ventures have been audited by other auditors whose reports have been restated by the company's management. The Ind AS and restatement adjustments made to such financial statements by the company's management, to comply with Ind AS and the basis set out in the notes to the Restated Consolidated Financial Information, have been audited by us.

7. Based on our examination and according to the information and explanations given to us, 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 March 31, 2021 and 2020 to reflect the same accounting treatment as per the accounting policies and grouping / classifications followed as at and for the year ended March 31, 2022;

- b. Do not require any adjustment for modification as there is no modification in the underlying audit reports; and
  - c. have been prepared in accordance with the Act, ICDR Regulations and the Guidance Note, as applicable
8. 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.
9. The Restated Consolidated Financial Statements do not reflect the effects of events that occurred subsequent to the respective dates of the reports on the audited Special Purpose Consolidated Ind AS financial statements / audited Consolidated Ind AS 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, nor should this report be construed as a new opinion on any of the financial statements referred to herein. Further we have no responsibility to update our report for events and circumstances occurring after the date of the report.
11. Our report is intended solely for use of the Board of Directors for the purpose for inclusion in the DRHP to be filed with SEBI and Stock Exchanges in connection with the 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 DGMS & Co.**

*Chartered Accountants*

Firm Registration Number: 112187W

**Shashank P Doshi**

Partner

Membership Number: 108456

UDIN: 22108456AWFBQI1758

Place: Mumbai

Date: September 22, 2022

**R & B Infra Project Limited**  
**Annexure I- Restated Consolidated Statement of Asset and Liabilities**

(Rs in Lakhs)

Particulars	Note No	As at March 31,2022	As at March 31,2021	As at March 31,2020
<b>ASSETS</b>				
<b>Non-Current Assets</b>				
Property, Plant and Equipment	2	1,942.62	2,282.32	2,652.66
Investment Property	3	161.23	161.23	171.23
<b>Financial Assets</b>				
i)Investments	4	1,002.82	476.45	537.05
ii)Trade Receivable	9	101.44	23.01	23.01
iii)Loans	5	-	-	-
Other Non-Current Assets	7	4,189.70	3,490.69	3,515.94
		<b>7,397.81</b>	<b>6,433.70</b>	<b>6,899.89</b>
<b>Current Assets</b>				
Inventories	8	3,317.89	6,337.96	7,245.27
<b>Financial Assets</b>				
i)Trade Receivables	9	5,759.62	3,799.35	3,022.99
ii) Loans	10	102.48	55.63	70.80
iii)Cash and Cash Equivalents	11	2,176.01	1,453.57	1,577.64
iv)Investments		-	-	-
Other Current Assets	12	2,017.66	2,793.94	2,411.16
		<b>13,373.67</b>	<b>14,440.45</b>	<b>14,327.87</b>
		<b>20,771.47</b>	<b>20,874.15</b>	<b>21,227.76</b>
<b>Total Assets</b>				
<b>EQUITY AND LIABILITIES</b>				
<b>Equity</b>				
Equity Share Capital	13	1,475.06	295.01	295.01
Other Equity	14	7,898.02	7,885.95	6,932.14
		<b>9,373.08</b>	<b>8,180.96</b>	<b>7,227.16</b>
<b>Liabilities</b>				
<b>Non-Current Liabilities</b>				
Financial Liabilities-Borrowing	15	550.25	1,869.77	2,506.47
Other Non Current Liabilities	16	2,570.02	1,372.53	1,202.70
		<b>3,120.27</b>	<b>3,242.30</b>	<b>3,709.17</b>
<b>Current Liabilities</b>				
<b>Financial Liabilities</b>				
i)Borrowings	15	4,365.58	4,875.35	5,250.48
ii)Trade Payables	17	2,423.81	3,561.41	4,551.49
iii)Provison	18	465.19	382.71	25.27
Deffered Tax Liabilities [Net]	6	24.37	11.44	-
Other Current Liabilities	19	999.18	619.99	464.18
		<b>8,278.12</b>	<b>9,450.89</b>	<b>10,291.43</b>
		<b>20,771.47</b>	<b>20,874.15</b>	<b>21,227.76</b>
<b>Total Equity and Liabilities</b>				

**Significant Accounting policies**

1

The accompanying notes from 2 to 49 form an integral part of restated consolidated financial statements.

As per our reports of even date attached.

**For DGMS & Co.**  
Chartered Accountants  
Firm Registration No. : 112187W

For and on behalf of the Board  
**R & B Infra Project Limited**  
CIN:U45200MH2005PLC154006

**Shashank P Doshi**  
Partner  
Membership No : 108456  
UDIN: 22108456AWEVIG4596  
Place :Mumbai  
Date : September 22, 2022

**Ratansingh Rathore**  
Managing Director  
DIN : 01774454  
Place: Mumbai  
Date: September 22, 2022

**Rajkumarsingh Deora**  
Director  
DIN : 03330174  
Place: Mumbai  
Date: September 22, 2022

**Avani Nikhil Harikantra**  
Company Secretary  
Membership No: 54990  
Place: Mumbai  
Date: September 22, 2022

**Sureshkumar Dargaji Jain**  
Chief Financial Officer  
PAN:ADEPJ0777C  
Place: Mumbai  
Date: September 22, 2022

Particulars	Note No	Year ended March 31,2022	Year ended March 31,2021	Year ended March 31,2020
<b>REVENUE</b>				
Revenue from Operations	20	21,272.26	18,497.75	15,312.84
Other Income	21	246.70	172.70	320.57
<b>Total Revenue (A)</b>		<b>21,518.95</b>	<b>18,670.45</b>	<b>15,633.41</b>
<b>EXPENDITURE</b>				
Purchase of Stock in Trade	22	2,036.84	3,523.89	5,587.79
Changes in Inventory	23	3,020.07	907.31	(1,293.19)
Employee Benefits Expense	24	2,239.12	2,409.63	2,151.14
Finance Costs	25	578.68	889.41	816.57
Other Expenses	26	11,624.92	9,211.20	6,986.21
Depreciation & Amortisation expense	27	415.61	408.27	391.37
<b>Total Expenses (B)</b>		<b>19,915.24</b>	<b>17,349.72</b>	<b>14,639.89</b>
<b>Profit Before Exceptional Item and Tax [C = (A-B)]</b>		<b>1,603.72</b>	<b>1,320.73</b>	<b>993.52</b>
Less: Tax Expense:				
Current Tax		398.68	355.48	276.53
Earlier year		-	-	-
Deferred Tax	6	12.93	11.44	-
<b>Total (D)</b>		<b>411.61</b>	<b>366.92</b>	<b>276.53</b>
<b>Profir After Tax (C-D)</b>		<b>1,192.11</b>	<b>953.81</b>	<b>716.98</b>
<b>OTHER COMPREHENSIVE INCOME</b>				
Net other comprehensive income not to be reclassified to profit or loss in subsequent periods				
-Remeasurement Gain / (Loss)on defined benefit plan		-	-	-
-Income tax relating to items that will not be reclassified to profit or loss(Deferred tax on OCI)		-	-	-
<b>Total Comprehensive Income for The Year, Net of Tax</b>		<b>1,192.11</b>	<b>953.81</b>	<b>716.98</b>
<b>Basic Earnings per Share of Face Value of Rs. 10 each (Rs.)</b>		<b>8.08</b>	<b>6.47</b>	<b>4.86</b>
<b>Diluted Earnings per Share of Face Value of Rs. 10 each (Rs.)</b>		<b>8.08</b>	<b>6.47</b>	<b>4.86</b>

Significant Accounting policies

1

The accompanying notes from 2 to 49 form an integral part of restated consolidated financial statements.

As per our reports of even date attached.

For DGMS &amp; Co.

Chartered Accountants

Firm Registration No. : 112187W

For and on behalf of the Board

R &amp; B Infra Project Limited

CIN:U45200MH2005PLC154006

Shashank P Doshi

Partner

Membership No : 108456

UDIN: 22108456AWEVIG4596

Place :Mumbai

Date : September 22, 2022

Ratansingh Rathore

Managing Director

DIN : 01774454

Place: Mumbai

Date: September 22, 2022

Rajkumarsingh Deora

Director

DIN : 03330174

Place: Mumbai

Date: September 22, 2022

Avani Nikhil Harikantra

Company Secretary

Membership No: 54990

Place: Mumbai

Date: September 22, 2022

Sureshkumar Dargaji Jain

Chief Financial Officer

PAN:ADEPJ0777C

Place: Mumbai

Date: September 22, 2022

**R & B Infra Project Limited**  
**Annexure III- Restated Consolidated Statement of Cash Flows**

(Rs in Lakhs)

Particulars	Year ended March 31,2022	Year ended March 31,2021	Year ended March 31,2020
<b>CASH FLOW FROM OPERATING ACTIVITIES:</b>			
Net Profit before tax as per Statement of Profit and Loss	1,603.72	1,320.73	993.52
Adjustment for:			
Depreciation/ Amortisation	415.61	408.27	391.37
Employee defined benefit plan expenses / Provisions	31.18	19.94	21.34
Interest Income	(109.85)	(108.14)	(107.20)
Interest Expenses	578.68	889.41	816.57
<b>Operating Profit before Working Capital Changes</b>			
Adjusted for :			
Other Current Assets (Excluding Advance Tax)	784.38	(398.53)	(191.43)
Other Financial Assets	(699.01)	(25.96)	456.87
Loans & Advances	(46.85)	15.18	(15.33)
Other Financial Liabilities	(509.77)	436.27	162.16
Inventories	3,020.07	907.31	(1,293.19)
Trade Receivable	(2,038.69)	(776.37)	586.12
Trade Payable	(1,137.60)	(990.08)	(233.70)
Provision	0.00	-	(283.50)
Other Current Liabilities	1,576.69	333.39	(73.05)
<b>Cash Generated from Operations</b>	<b>3,468.55</b>	<b>2,031.43</b>	<b>1,230.55</b>
Taxes refund / (paid) - (net)	(355.48)	-	(276.53)
<b>Net Cash from/(used in) Operating Activities (A)</b>	<b>3,113.07</b>	<b>2,031.43</b>	<b>954.02</b>
<b>CASH FLOW FROM INVESTING ACTIVITIES:</b>			
Investment	-	-	414.80
Purchase of Fixed Assets	(101.37)	(55.89)	(865.64)
Sale of Fixed Assets	25.47	17.95	10.71
Financial Investments	(526.37)	111.81	(171.23)
Interest Received	109.85	108.14	107.20
<b>Net Cash from Investing Activities (B)</b>	<b>(492.43)</b>	<b>182.02</b>	<b>(504.16)</b>
<b>CASH FLOW FROM FINANCING ACTIVITIES:</b>			
Long term borrowings	(1,319.52)	(1,448.11)	391.30
Interest expenses	(578.68)	(889.41)	(816.57)
<b>Net Cash from Financing Activities (C)</b>	<b>(1,898.19)</b>	<b>(2,337.52)</b>	<b>(425.27)</b>
<b>Net cash and cash equivalents (A + B + C)</b>	<b>722.45</b>	<b>(124.08)</b>	<b>24.58</b>
<b>Cash and cash equivalents at beginning of the period</b>	<b>1,453.57</b>	<b>1,577.64</b>	<b>1,553.06</b>
<b>Cash and cash equivalents at end of the period</b>	<b>2,176.02</b>	<b>1,453.57</b>	<b>1,577.64</b>
<b>Notes:-</b>			
1. Figures in bracket indicates cash outflow .			
2. Components of cash and cash equivalents at the year end comprise of;			
Balances with bank	46.88	2.91	107.82
Fixed deposits	2,125.40	1,447.10	1,457.72
Cash on hand	3.74	3.56	12.10
<b>Total</b>	<b>2,176.01</b>	<b>1,453.57</b>	<b>1,577.64</b>

**Significant Accounting policies**

1

The accompanying notes from 2 to 49 form an integral part of restated consolidated financial statements.

As per our reports of even date attached.

For and on behalf of the Board  
**R & B Infra Project Limited**  
CIN:U45200MH2005PLC154006

For **DGMS & Co.**

Chartered Accountants  
Firm Registration No. : 112187W

**Shashank P Doshi**

Partner  
Membership No : 108456  
UDIN: 22108456AWEVIG4596  
Place :Mumbai  
Date : September 22, 2022

**Ratansingh Rathore**

Managing Director  
DIN : 01774454  
Place: Mumbai  
Date: September 22, 2022

**Rajkumarsingh Deora**

Director  
DIN : 03330174  
Place: Mumbai  
Date: September 22, 2022

**Avani Nikhil Harikantra**

Company Secretary  
Membership No: 54990  
Place: Mumbai  
Date: September 22, 2022

**Sureshkumar Dargaji Jain**

Chief Financial Officer  
PAN:ADEPJ0777C  
Place: Mumbai  
Date: September 22, 2022

**R & B Infra Project Limited**

Annexure IV-Restated Consolidated Statement of Changes in Equity

**(A) EQUITY SHARE CAPITAL**

Equity Shares of INR 10/- each, Issued, Subscribed and Fully Paid-up: (Rs in Lakhs)

	No of shares	Amount in Rs.
<b>As at April 01, 2019</b>	2950110.00	295.01
Issued during the period	-	-
<b>As at March 31, 2020</b>	<b>2950110.00</b>	<b>295.01</b>
Issued during the period	-	-
<b>As at March 31, 2021</b>	<b>2950110.00</b>	<b>295.01</b>
Bonus Shares Issued during the period	11800440.00	1,180.04
<b>As at March 31, 2022</b>	<b>14750550.00</b>	<b>1,475.06</b>

**(B) OTHER EQUITY**

(Rs in Lakhs)

Particulars	Securities Premium	Retained Earnings	Items of Other Comprehensive Income	Total
<b>As at April 01, 2019</b>	3,000.78	3,214.38	-	6,215.15
Add: Profit for the year	-	716.98	-	716.98
Dividend (including dividend distribution tax)	-	-	-	-
Employee defined benefit obligation	-	-	-	-
<b>As at March 31, 2020</b>	3,000.78	3,931.36	-	6,932.14
Add: Profit for the year	-	953.81	-	953.81
Dividend (including dividend distribution tax)	-	-	-	-
Employee defined benefit obligation	-	-	-	-
<b>As at March 31, 2021</b>	3,000.78	4,885.17	-	7,885.95
Add: Profit for the year	-	1,192.11	-	1,192.11
Less: Utilised for Bonus Issue	-1,180.04	-	-	-1,180.04
Employee defined benefit obligation	-	-	-	-
<b>As at March 31, 2022</b>	<b>1,820.73</b>	<b>6,077.28</b>	<b>-</b>	<b>7,898.01</b>

Note : There are no changes in accounting policy or prior period errors which are charged to retained earnings

The notes referred to above form an integral part of the Restated Consolidated Financial Information

Nature and purpose of reserves

(a) Securities Premium Reserve: The amount received in excess of face value of the equity shares is recognised in Securities Premium. It can be used only in accordance with provisions of Companies Act, 2013 for specified purposes.

(b) Retained Earnings: Retained earnings are the profits that the Company has earned till date net of appropriations. It is available for distribution to shareholders.

**Significant Accounting policies**

1

**The accompanying notes from 2 to 49 form an integral part of restated consolidated financial statements.****As per our reports of even date attached.****For DGMS & Co.**

Chartered Accountants

Firm Registration No. : 112187W

For and on behalf of the Board

**R & B Infra Project Limited**

CIN:U45200MH2005PLC154006

**Shashank P Doshi**

Partner

Membership No : 108456

UDIN: 22108456AWEVIG4596

Place : Mumbai

Date : September 22, 2022

**Ratansingh Rathore**

Managing Director

DIN : 01774454

Place: Mumbai

Date: September 22, 2022

**Rajkumarsingh Deora**

Director

DIN : 03330174

Place: Mumbai

Date: September 22, 2022

**Avani Nikhil Harikantra**

Company Secretary

Membership No: 54990

Place: Mumbai

Date: September 22, 2022

**Sureshkumar Dargaji Jain**

Chief Financial Officer

PAN:ADEPJ0777C

Place: Mumbai

Date: September 22, 2022

## **R & B INFRA PROJECT LIMITED**

### **Annexure V - Significant Accounting Policies and Notes to Accounts forming part of financial Statement for year ended March 31, 2022.**

1

#### **Significant Accounting Policies**

1) **Nature of Operations**

R & B Infra Project Ltd. ("the Group") is a company limited by shares domiciled in India, incorporated under the provisions of Companies Act, 1956. Its registered office is situated at B-1, Neela Apartment, Opposite Mandpeshwar Ind. Estate, S.V.P Road, Borivali(W), Mumbai-400092

The Company is engaged in Business of developers, builders, contractors developers, construction, erectors of building, houses apartment, structure for residential offices, industrial, insitutional or commercial use, as developers of housing scheme, township, holiday resorts hotels and in particulars in preparing of building sites, construction, repairing, erecting, altering, improving, enlarging, developing, decorating, furnishing and maintaining of structure, flats, houses and also carry the work of building erecting and constructing structures, building, houses or shed including RCC works and other fixture on lands and/or building, to convert and appropriate such land in to and for roads, street, squares, gardens and other convenience and to make build or construct surface metal or otherwise repair roads and carry on business of builders, constructors, contractors and road repairers and of laying out, designing, constructing or building of all kinds of dams, bands, canals, bridges, ports, Skywalk projects, and irrigation works including building and construction of power houses or power stations.

The Financial statements were approved for issuance by the Company's Board of director vide meeting dated September 02, 2022.

2)

#### **Summary of the significant accounting policies**

(a)

##### **Basis of Preparation of Consolidation Financial Statement**

The Restated Consolidated Financial Information of R&B Infra Project Limited (the "Company") and its joint ventures (the Company and its joint ventures together referred to as the "Group"), comprising the Restated Consolidated Statement of Assets and Liabilities as at March 31, 2022, March 31, 2021 and March 31, 2020, the Restated Consolidated Statements of Profit and Loss (including other comprehensive income), the Restated Consolidated Statement of Changes in Equity, the Restated Consolidated Cash Flow Statement for the years ended March 31, 2022, March 31, 2021 and March 31, 2020 the Summary Statement of Significant Accounting Policies, and other explanatory information (collectively, the "Restated Consolidated Financial Statements")

There have been no reservation & qualifications or adverse remark of statutory auditors in the last three fiscal years. These restated Consolidated Financial Information have been prepared for the Group as a going concern basis.

These Restated Consolidated Financial Information has been prepared by the management of the group 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").

These Restated Consolidated Financial Information have been compiled by the management from:

a. the audited Consolidated Ind AS Financial Statements of the Group as at and for the year ended March 31, 2022 along with comparative audited Consolidated Ind AS Financial Statements for the year ended March 31, 2021 (the "Consolidated Ind AS Financial Statements"), prepared in accordance with the Indian Accounting Standards (referred to as "Ind AS"), which have been approved by the Board of Directors at their meeting held on September 02, 2021.

b. the Audited Special Purpose Consolidated Ind AS Financial Information as at and for the year ended March 31, 2020 prepared by us on the basis as described in Annexure V to the Restated Consolidated Financial Information, which have been approved by the Board of Directors at their meeting held on September 16, 2022.

For the purpose of our examination, we have relied on reports issued by us dated September 02, 2022 and September 16, 2022 in relation to the Consolidated Ind AS Financial Statements of the Group as at and for the year ended March 31, 2022 and comparative figures in this report for the year ended March 31, 2021 and Special Purpose Consolidated Ind AS Financial Statements of the Group as at and for the year ended March 31, 2020 respectively.

The Restated Consolidated Financial Statements do not reflect the effects of events that occurred subsequent to the respective dates of the reports on the audited Special Purpose Interim Consolidated Ind AS financial statements / audited Consolidated Ind AS Financial Statements mentioned in paragraph 4 above.

This report should not in any way be construed as a reissuance or re-dating of any of the previous audit reports, nor should this report be construed as a new opinion on any of the financial statements referred to herein. Further we have no responsibility to update our report for events and circumstances occurring after the date of the report.

(b)

##### **Basis of Consolidation**

Consolidated Financial Statements are prepared using uniform accounting policies for like transactions and other events in similar circumstances. The group does not have any subsidiary companies however the parent has invested in certain project specific joint ventures which have been consolidated. For the purpose of consolidation, joint ventures in which holding is more than 50% have been consolidated on proportionate consolidation of Joint Venture have been prepared using uniform accounting policies for like transactions and other events in similar circumstances and are presented, to the extent possible, in the same manner as the Company's separate financial statements & for rest of joint ventures only their share of profit have been considered.

(c)

##### **Use of estimates**

The presentation of the financial statements are in conformity with the Ind AS which requires the management to make estimates, judgments and assumptions that affect the reported amounts of assets and liabilities, revenues and expenses and disclosure of contingent liabilities. Such estimates and assumptions are based on management's evaluation of relevant facts and circumstances as on the date of financial statements. The actual outcome may differ from these estimates.

Estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to the accounting estimates are recognized in the period in which the estimates are revised and in any future periods affected.

This note provides an overview of the areas that involved a higher degree of judgment or complexity, and of items which are more likely to be materially adjusted due to estimates and assumptions turning out to be different than those originally assessed. Detailed information about each of these estimates and judgments is included in relevant notes together with information about the basis of calculation for each affected line item in the Financial Statements.

(d)

##### **Current versus Non-Current classification**

All assets and liabilities have been classified as Current or Non Current as per the Company's normal operation cycle i.e. twelve months and other criteria set out in the Schedule III of the Act.

(e) **Property, plant and equipment (PP&E)**

An item of property, plant and equipment that qualifies for recognition as an asset shall be measured at its cost. Cost comprises of the purchase price and any attributable / allocable cost of bringing the asset to its working condition for its intended use. Cost also includes direct cost and other related incidental expenses.

When significant components of property, plant and equipment are required to be replaced at intervals, recognition is made for such replacement of components as individual assets with specific useful

life and depreciation if this components are initially recognised as separate asset. All other repair and maintenance costs are recognised in the statement of profit and loss as incurred.

An item of Property, Plant and Equipment is derecognised upon disposal or when no future economic benefits are expected to arise from the continued use of the asset.

Type of Asset	Estimated useful life
---------------	-----------------------

Buildings/Office Premises	60 years
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Air Conditioner	5 years
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Furniture and fittings	10 years
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Office Equipments	5 years
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Gains or losses arising on the disposal of property, plant and equipment are determined as the difference between the disposal proceeds and the carrying amount of the assets and are recognized in the statement of profit and loss within 'other income' or 'other expenses' respectively.

(f) **Impairment of non-financial assets**

At each reporting date, the Company assesses whether there is any indication based on internal /external factors, that an asset may be impaired. If any such indication exists, the Company estimates the recoverable amount of the asset. If such recoverable amount of the asset or the recoverable amount of the cash generating unit to which the asset belongs is less than its carrying amount, the carrying amount is reduced to its recoverable amount and the reduction is treated as an impairment loss and is recognised in the statement of profit and loss. All assets are subsequently reassessed for indications that an impairment loss previously recognised may no longer exist. An impairment loss is reversed if the asset's or cash-generating unit's recoverable amount exceeds its carrying amount.

(g) **Investments**

Investments in firm and other investments of long term nature are of Shares and Debentures are carried at cost in the financial statements. Provision for diminution is made ,if of permanent nature.

None of the investments are classified as current investments. All other investments are property and covered in Investment property head.

(h) **Inventories**

Items of Inventory are measured at lower of the cost and Net Realizable value. Cost of inventory comprises of cost of purchase and other cost incurred to acquire it.

The cost formula used for this purpose is first in first out (FIFO) method and includes direct cost incurred in bringing the items of inventory to their present location and condition.

(i) **Cash and cash equivalents**

Cash and Cash Equivalents comprise cash and deposits with banks. The Company considers all highly liquid investments with a remaining maturity at the date of purchase of three months or less and that are readily convertible to known amounts of cash to be cash equivalents.

For the purpose of presentation in the statement of cash flows, cash and cash equivalents includes cash on hand, deposits held at call with financial institutions and other short term, highly liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value.

(j) **Provisions**

Provisions are recognized when the Company has a present obligation (legal or constructive) as a result of a past event, it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation and a reliable estimate can be made of the amount of the obligation. The expense relating to a provision is presented in the Statement of Profit and Loss net of any reimbursement. Provisions are not recognized for future operating losses.

Provisions are measured at the present value of management's best estimate of the expenditure required to settle the present obligation at the end of the reporting period. The discount rate used to determine the present value is a pre-tax rate that reflects current market assessments of the time value of money and the risks specific to the liability.

(k) **Contingent Liabilities**

Provisions are recognized when the Company has a present obligation (legal or constructive) as a result of a past event, it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation and a reliable estimate can be made of the amount of the obligation. When the Company expects some or all of a provision to be reimbursed, for example, under an insurance contract, the reimbursement is recognized as a separate asset, but only when the reimbursement is virtually certain. The expense relating to a provision is presented in the statement of profit and loss net of any reimbursement. If the effect of the time value of money is material, provisions are discounted using a current pre-tax rate that reflects, when appropriate, the risks specific to the liability. When discounting is used, the increase in the provision due to the passage of time is recognized as a finance cost.

Contingent liability is disclosed in the case of: -

- a present obligation arising from past events, when it is not probable that an outflow of resources will be required to settle the obligation

-a present obligation arising from past events, when no reliable estimate is possible - a possible obligation arising from past events, unless the probability of outflow of resources is remote.

(l) **Financial assets & liabilities**

(i) **Financial assets**

The classification depends on the Company's business model for managing the financial assets and the contractual terms of the cash flows. For assets measured at fair value, gains and losses will either be recorded in profit or loss or other comprehensive income.

For investments in equity instruments, this will depend on whether the Company has made an irrevocable election at the time of initial recognition to account for the equity investment at fair value through other comprehensive income.

**Initial recognition and measurement**

Financial assets are recognized when the Company becomes a party to the contractual provisions of the instrument. Financial assets are recognized initially at fair value plus, in the case of financial assets not recorded at fair value through profit or loss, transaction costs that are attributable to the acquisition of the financial asset. Transaction costs of financial assets carried at fair value through profit or loss are expensed in the Statement of Profit and Loss.

**Subsequent measurement**

After initial recognition, financial assets (other than investments in subsidiaries and joint ventures) are measured either at:

i) fair value (either through other comprehensive income or through profit or loss) or,

ii) amortized cost

Measured at amortized cost:

Financial assets that are held within a business model whose objective is to hold financial assets in order to collect contractual cash flows that are solely payments of principal and interest, are subsequently measured at amortized cost using the effective interest rate ('EIR') method less impairment, if any, the amortization of EIR and loss arising from impairment, if any is recognized in the Statement of Profit and Loss.

**Measured at fair value through other comprehensive income (FVOCI):**

Financial assets that are held within a business model whose objective is achieved by both, selling financial assets and collecting contractual cash flows that are solely payments of principal and interest, are subsequently measured at fair value through other comprehensive income. Fair value movements are recognized in the other comprehensive income (OCI) net of taxes. Interest income measured using the EIR method and impairment losses, if any are recognized in Profit and Loss. Gains or Losses on De-recognition In case of investment in equity instruments classified as the FVOCI, the gains or losses on de-recognition are reclassified to retained earnings. In case of Investments in debt instruments classified as the FVOCI, the gains or losses on de-recognition are reclassified to statement of Profit and Loss.

**Measured at fair value through profit or loss (FVTPL):**

A financial asset not classified as either amortized cost or FVOCI, is classified as FVTPL. Such financial assets are measured at fair value with all changes in fair value, including interest income and dividend income if any, recognized as 'other income' in the Statement of Profit and Loss. The Company measures all its investments in equity (other than investments in joint ventures) and mutual funds at FVTPL. Changes in the fair value of financial assets measured at fair value through profit or loss are recognized in Profit and Loss. Impairment losses (and reversal of impairment losses) on equity investments measured at FVTPL are recognised in Profit and Loss.

**Impairment of financial assets:**

The Company assesses on a forward looking basis the expected credit losses associated with its financial assets carried at amortized cost, FVTPL and FVOCI and debt instruments. The impairment methodology applied depends on whether there has been a significant increase in credit risk. For trade receivable only, the Company applies the simplified approach permitted by Ind AS - 109 Financial Instruments, De-recognition:

**A financial asset is de-recognized only when**

- i) The Company has transferred the rights to receive cash flows from the financial asset or
- ii) Retains the contractual rights to receive the cash flows of the financial asset, but assumes a contractual obligation to pay the cash flows to one or more recipients.

Where the entity has transferred an asset, the Company evaluates whether it has transferred substantially all risks and rewards of ownership of the financial asset. In such cases, the financial asset is de-recognized. Where the entity has not transferred substantially all risks and rewards of ownership of the financial asset, the financial asset is not de-recognized. Where the entity has neither transferred a financial asset nor retains substantially all risks and rewards of ownership of the financial asset, the financial asset is de-recognized if the Company has not retained control of the financial asset. Where the Company retains control of the financial asset, the asset is continued to be recognized to the extent of continuing involvement in the financial asset.

**(ii) Financial liabilities****Classification as debt or equity**

Financial liabilities and equity instruments issued by the Company are classified according to the substance of the contractual arrangements entered into and the definitions of a financial liability and an equity instrument.

**Initial recognition and measurement**

Financial liabilities are recognized when the Company becomes a party to the contractual provisions of the instrument. Financial liabilities are initially measured at fair value

**Subsequent measurement**

Financial liabilities other than those measured at fair value through profit and loss are subsequently measured at amortized cost using the effective interest rate method. Financial liabilities carried at fair value through profit or loss are measured at fair value with all changes in fair value recognized in Profit and Loss.

**De-recognition**

A financial liability is derecognized when the obligation specified in the contract is discharged, cancelled or expires.

**Offsetting financial instruments:**

Financial assets and liabilities are offset and the net amount is reported in the Balance Sheet where there is a legally enforceable right to offset the recognized amounts and there is an intention to settle on a net basis or realize the asset and settle the liability simultaneously. The legally enforceable right must not be contingent on future events and must be enforceable in the normal course of business and in the event of default, insolvency or bankruptcy of the Company or the counterparty.

The company has defined its financial assets and liabilities below:.

**Cash and Cash Equivalents**

The Company considers all highly liquid financial instruments, which are readily convertible into known amounts of cash that are subject to an insignificant risk of change in value and having original maturities of three months or less from the date of purchase, to be cash equivalents. Cash and Cash Equivalents consist of balances with banks which are unrestricted for withdrawal and usage.

**Trade Payables**

These amounts represent liability for goods and services provided to the Company prior to the end of financial year which are unpaid. The amounts are unsecured and are usually paid either within 30 days of recognition or as per terms of trade. Trade and other payables are presented as current liabilities unless payment is not due within 12 months after the reporting period.

**Trade Receivables**

These amounts represent receivables for goods and services provided by the Company prior to the end of financial year which are unpaid. The amounts are unsecured and are usually received within 30 days of recognition or as per terms of trade. Trade and other receivables are presented as current assets unless payment is not due within 12 months after the reporting period.

(m)

**Revenue recognition**

Revenue is recognised to the extent that it is probable that the economic benefits will flow to the Company and the revenue can be reliably measured, regardless of when the payment is being made. Revenue is measured at the fair value of the consideration received or receivable, taking into account contractually defined terms of payment and excluding taxes or duties collected on behalf of the government

Contract revenue includes the initial amount agreed in the contract plus any variations in contract work, claims and incentive payments, to the extent that it is probable that they will result in revenue and can be measured reliably.

If the outcome of a construction contract can be estimated reliably, contract revenue is recognised in profit or loss in proportion to the stage of completion of the contract. The stage of completion is assessed by reference to surveys of work performed. Otherwise, contract revenue is recognised only to the extent of contract costs incurred that are likely to be recoverable.

Revenue also includes claims / variations when it is highly probable of recovery based on estimate and assessment of each item by the management based on their judgement of recovery. The management considers that this input method is an appropriate measure of the progress towards complete satisfaction of these performance obligations under Ind AS 115

Sale of goods: Revenue from the sale of goods is recognised when the significant risks and rewards of ownership of the goods have passed to the buyer, usually on delivery of the goods. Revenue from the sale of goods is measured at the fair value of the consideration received or receivable, net of returns and allowances, trade discounts and volume rebates. Revenue is exclusive of tax which is collected on behalf of government.

Profit/ (Loss) on derivatives : Profit/ (Loss) on derivatives contracts on account of fair value changes are recognised as either income or expenses as the case may be in the profit and loss statement.

Interest Income : Interest is recognized on time proportion basis.

Other income: Other income is recognized only when it is reasonably certain that the ultimate collection will be made.

**(n) Depreciation and Amortisation**

Depreciation is calculated to systematically allocate the cost of Property, Plant and Equipment net of the estimated residual values over the estimated useful life. Depreciation is computed using Straight Line Method (SLM) over the useful lives of the assets as specified in Schedule II to the Companies Act, 2013.

The residual values are not more than 5% of the original cost of the item of Property, Plant and Equipment. The asset's residual values and useful lives are reviewed, and adjusted if appropriate, at the end of each reporting period.

**Assets Amortization Period**

Computers	3 Years
Vehicles	8 Years
Motors & Heavy Vehicles	8 Years
Plant & Machinery	8 Years
Office Equipment	5 Years
Furniture & Fixture	10 Years

**(o) Leases**

Ind AS 116 sets out the principles for the recognition, measurement and disclosure of leases for both lessees and lessors. A lessee recognises right-of-use asset representing its right to use the underlying asset and a lease liability representing its obligation to make lease payments.

The right-of-use asset is recognised at its carrying amount as if the standard had been applied since the commencement date, but discounted using the lessee's incremental borrowing rate as at 1 April 2019. In accordance with the standard, the Group has elected not to apply the requirements of Ind AS 116 to leases for which the underlying asset is of low value.

**(p) Income taxes**

The income tax expense is the tax payable on the current period's taxable income based on the applicable income tax rate for each jurisdiction adjusted by changes in Deferred Tax Assets and Liabilities attributable to temporary difference.

The current income tax charge is calculated on the basis of the tax laws enacted or substantively enacted at the end of the reporting period i.e. as per the provisions of the Income Tax Act, 1961, as amended from time to time. Management periodically evaluates positions taken in tax returns with respect to situations in which applicable tax regulation is subject to interpretation. It establishes provisions where appropriate on the basis of amounts expected to be paid to the tax authorities.

Current income tax assets and liabilities are measured at the amount expected to be recovered from or paid to the taxation authorities, based on the rates and tax laws enacted or substantively enacted, at the reporting date in the country where the Company operates and generates taxable income.

**Deferred Taxes**

Deferred tax is provided in full on temporary difference arising between the tax bases of the assets and liabilities and their carrying amounts in standalone financial statements. Deferred tax amounts of income taxes recoverable in future periods in respect of deductible temporary differences.

Deferred income tax is determined using tax rates (and laws) that have been enacted or substantially enacted by the end of the reporting period and are expected to apply when the related deferred income tax asset is realized or the deferred income tax liability is settled.

Deferred Tax Assets are recognized for all deductible temporary differences and unused tax losses only if it is probable that future taxable amounts will be available to utilize those temporary differences and losses.

Deferred tax assets and liabilities are measured at the tax rates that are expected to apply in the year when the asset is realized or the liability is settled, based on tax rates (and tax laws) that have been enacted or substantively enacted at the reporting date. Deferred tax assets and deferred tax liabilities are offset if a legally enforceable right exists to set off current tax assets against current tax liabilities and the deferred taxes relate to the same taxable entity and the same taxation authority. Deferred tax relating to items recognized outside profit or loss is recognized outside profit or loss. Deferred tax items are recognized in correlation to the underlying transaction either in OCI or directly in equity.

Deferred Tax Assets and Liabilities are offset when there is a legally enforceable right to offset current tax assets and liabilities and when the deferred tax balances relate to the same taxation authority. Current and Deferred Tax is recognized in the Statement of Profit and Loss, The carrying amount of Deferred Tax Assets is reviewed at each reporting date and reduced to the extent that it is no longer probable that sufficient taxable profit will be available to allow all or part of the Deferred Tax Asset to be utilized. Unrecognized Deferred Tax Assets are re-assessed at each reporting date and are recognized to the extent that it has become probable that future taxable profits will allow the deferred tax asset to be recovered.

**(q) Borrowing costs**

Borrowing costs directly attributable to the acquisition, construction or production of qualifying asset are capitalised during the period of time that is necessary to complete and prepare the asset for its intended use or sale. Other borrowing costs are expensed in the period in which they are incurred and reported in finance costs.

**(r) Employee benefits**

The Company operates the following post-employment schemes:

B. Defined contribution Plan - Provident Fund of few employees at Branch office.

**Defined Contribution Plans**

Eligible employees of company receive benefits from a provident fund, which is a defined benefit plan. Both the eligible employee and the Company make monthly contributions to the provident fund plan equal to a specified percentage of the covered employee's salary. The Company contributes a portion to Recognized provident Fund set up by Employees Provident Fund Organization of India which is deposited to government account within due date as set under Employees' Provident Funds & Miscellaneous Provisions Act, 1952. The rate at which the annual interest is payable to the beneficiaries by the trust is being administered by the government.

(s)

**Earnings per share**

Basic earnings per share is calculated by dividing the net profit / (loss) for the year attributable to equity shareholders (after deducting preference dividends and attributable taxes) by weighted average number of equity shares outstanding during the year. For the purpose of calculating diluted earnings per share, the net profit / (loss) for the year attributable to equity shareholders and the weighted average numbers of shares outstanding during the year are adjusted for the effects of all dilutive potential equity shares.

In computing the diluted EPS, potential equity shares that either increase earnings per share or decrease loss per equity share, being anti-dilutive are ignored.

(t)

**Statement of Cashflow:**

Cash Flows are reported using the indirect method, whereby 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 expenses associated with investing or financing Cash Flows. The cash flows from operating, investing and financing activities of the Company are segregated.

(u)

**Segment Reporting Policies:**

The Company is operating in only one segment i.e. development of infrastructure facilities on Engineering, Procurement and Construction basis (EPC) and undertakes contract from various Government and other parties. Hence there is no requirement of segment reporting.

(v)

**Investments in Subsidiaries, Associates and Joint ventures**

Investments in Subsidiaries, Associates and Joint Ventures are carried at cost less accumulated impairment losses, if any. Where an indication of impairment exists, the carrying amount of the investment is assessed and written down immediately to its recoverable amount.

On disposal of investments in subsidiaries, associates and joint venture, the difference between net disposal proceeds and the carrying amounts are recognized in the Statement of Profit and Loss.

The proportionate consolidation of Joint Venture have been prepared using uniform accounting policies for like transactions and other events in similar circumstances and are presented, to the extent possible, in the same manner as the Company's separate financial statements.

Restated notes to the Consolidated financial information

2 Property, plant and equipment							(Rs. In Lakhs)
Particulars	Plant and Machinery	Motor Vehicles	Furniture	Office Equipment	Others	Total	
<b>Gross carrying amount</b>							
As at April 01, 2019	687.64	2,074.41	29.11	29.50	32.69	2,853.34	
Additions	141.07	718.95	-	0.70	4.91	865.64	
Disposals	-	25.23	-	-	-	25.23	
<b>As at March 31, 2020</b>	<b>828.71</b>	<b>2,768.13</b>	<b>29.11</b>	<b>30.20</b>	<b>37.60</b>	<b>3,693.75</b>	
<b>Accumulated depreciation</b>							
As at April 01, 2019	231.46	374.67	17.07	18.17	22.78	664.16	
Charge for the year	85.09	294.98	2.52	4.13	4.74	391.46	
On disposals	-	14.52	-	-	-	14.52	
<b>As at March 31, 2020</b>	<b>316.55</b>	<b>655.13</b>	<b>19.59</b>	<b>22.31</b>	<b>27.52</b>	<b>1,041.09</b>	
<b>Net carrying amount as at March 31, 2020</b>	<b>512.16</b>	<b>2,113.00</b>	<b>9.51</b>	<b>7.89</b>	<b>10.09</b>	<b>2,652.66</b>	
<b>Gross carrying amount</b>							
As at April 01, 2020	828.71	2,768.13	29.11	30.20	37.60	3,693.75	
Additions	36.05	17.68	-	-	1.53	55.27	
Disposals	-	77.23	-	-	-	77.23	
<b>As at March 31, 2021</b>	<b>864.76</b>	<b>2,708.58</b>	<b>29.11</b>	<b>30.20</b>	<b>39.13</b>	<b>3,671.78</b>	
<b>Accumulated depreciation</b>							
As at April 01, 2020	316.55	655.13	19.59	22.31	27.52	1,041.09	
Charge for the year	86.89	310.26	2.65	3.09	4.76	407.65	
On disposals	-	59.28	-	-	-	59.28	
<b>As at March 31, 2021</b>	<b>403.44</b>	<b>906.11</b>	<b>22.24</b>	<b>25.39</b>	<b>32.27</b>	<b>1,389.46</b>	
<b>Net carrying amount as at March 31, 2021</b>	<b>461.32</b>	<b>1,802.47</b>	<b>6.87</b>	<b>4.81</b>	<b>6.86</b>	<b>2,282.32</b>	
<b>Gross carrying amount</b>							
As at April 01, 2021	864.76	2,707.18	29.11	30.20	39.13	3,670.38	
Additions	67.36	1.25	-	13.09	19.67	101.37	
Disposals	35.25	30.67	-	-	-	65.92	
<b>As at March 31, 2022</b>	<b>896.87</b>	<b>2,677.76</b>	<b>29.11</b>	<b>43.29</b>	<b>58.80</b>	<b>3,705.83</b>	
<b>Accumulated depreciation</b>							
As at April 01, 2021	403.44	906.11	22.24	25.39	32.27	1,389.46	
Charge for the year	98.77	305.40	0.97	3.07	5.99	414.21	
On disposals	15.93	24.52	-	-	-	40.45	
<b>As at March 31, 2022</b>	<b>486.29</b>	<b>1,186.98</b>	<b>23.21</b>	<b>28.46</b>	<b>38.27</b>	<b>1,763.22</b>	
<b>Net carrying amount as at March 31, 2022</b>	<b>410.58</b>	<b>1,490.78</b>	<b>5.89</b>	<b>14.83</b>	<b>20.53</b>	<b>1,942.62</b>	

R & B Infra Project Limited

Annexure V - Significant Accounting Policies and Notes to Accounts forming part of financial Statement for year ended March 31, 2022.

Restated Notes to Consolidated Financial Statements

3 Investment Property

(Rs. In Lakhs)

Particulars	As at	As at	March	As at	March
	March 31,2022	31,2021	31,2021	31,2020	31,2020
Investment-Land & Plot	161.23		161.23		171.23
Total	161.23		161.23		171.23

4 Financial Investments

(Rs. In Lakhs)

Particulars	As at	As at	March	As at	March
	March 31,2022	31,2021	31,2021	31,2020	31,2020
Investment in Equity Instruments					
Shares & Debentures	5.00		0.01		0.01
Investment in Mutual Funds	500.00		-		108.00
Investment in Joint Venture	497.82		476.44		429.04
Total	1,002.82		476.45		537.05

5 Financial Asset -Loans

(Rs. In Lakhs)

Particulars	As at	As at	March	As at	March
	March 31,2022	31,2021	31,2021	31,2020	31,2020
Loans & Advances	-		-		-
Total	-		-		-

6 Deferred Tax Asset/Liability

(Rs. In Lakhs)

Particulars	As at	As at	March	As at	March
	March 31,2022	31,2021	31,2021	31,2020	31,2020
Opening DTL Balance	11.44		-		-
Effect due to Fixed Assets :	18.54		11.44		-
Effect due to Provision of Gratuity :	5.83		-		-
Effect due to Provision of Leave :	-		-		-
Closing Balance	24.37		11.44		-
Net Effect	12.93		11.44		-

7 Other Non Current Asset

(Rs. In Lakhs)

Particulars	As at	As at	March	As at	March
	March 31,2022	31,2021	31,2021	31,2020	31,2020
Security Deposit Advance	1,541.43		1,431.08		1,210.49
Deposits (Asset)	838.97		546.57		301.27
Retention Money Receivable, Withheld Money	910.33		645.44		1,037.45
Other Deposit	898.96		867.59		966.72
Total	4,189.70		3,490.69		3,515.94

8 Inventories

(Rs. In Lakhs)

Particulars	As at	As at	March	As at	March
	March 31,2022	31,2021	31,2021	31,2020	31,2020
Stock-in-Trade	3,317.89		6,337.96		7,245.27
Total	3,317.89		6,337.96		7,245.27

9 Trade Receivable

(Rs. In Lakhs)

Particulars	As at	As at	March	As at	March
	March 31,2022	31,2021	31,2021	31,2020	31,2020
Non Current:					
Secured and considered good	-		-		-
Unsecured and considered good	101.44		23.01		23.01
Less: Allowances for Doubtful Debt	-		-		-
Total	101.44		23.01		23.01
Current:					
Secured and considered good	-		-		-
Unsecured and considered good	5,759.62		3,799.35		3,022.99
Less: Allowances for Doubtful Debt	-		-		-
Total	5,759.62		3,799.35		3,022.99
TOTAL	5,861.06		3,822.37		3,046.00

(Rs. In Lakhs)

Particulars	As at	As at	March	As at	March
	March 31,2022	31,2021	31,2021	31,2020	31,2020
(i) Undisputed Trade Receivables considered good					
Less than 6 months	5,274.13		2,967.47		2,667.58
6 Months -1 Year	130.14		637.04		158.17
1 yr - 2 yrs	426.88		29.93		220.25
2 yrs - 3 yrs	29.90		187.92		-
More than 3 yrs	-		-		-
(ii) Undisputed Trade Receivables – which have significant increase in credit risk	-		-		-
(iii) Undisputed Trade Receivables – credit impaired	-		-		-
(iv) Disputed Trade Receivables – considered good	-		-		-
(v) Disputed Trade Receivables – which have significant increase in credit risk	-		-		-
(vi) Disputed Trade Receivables – credit impaired	-		-		-
Total	5,861.05		3,822.37		3,046.00

		(Rs. In Lakhs)			
Particulars	As at	As at	March	As at	March
	March 31,2022	31,2021		31,2020	
Loan & Advances	102.48		55.63		70.80
<b>Total</b>	<b>102.48</b>		<b>55.63</b>		<b>70.80</b>

		(Rs. In Lakhs)			
Particulars	As at	As at	March	As at	March
	March 31,2022	31,2021		31,2020	
Balances with banks	46.88		2.91		107.82
Cash in Hand	3.74		3.56		12.10
Fixed Deposit accounts*	2,125.40		1,447.10		1,457.72
<b>Total</b>	<b>2,176.01</b>		<b>1,453.57</b>		<b>1,577.64</b>

\* Includes Fixed Deposits which have been kept as margin money for Bank Guarantee/Letter of Credit availed from bank.

		(Rs. In Lakhs)			
Particulars	As at	As at	March	As at	March
	March 31,2022	31,2021		31,2020	
Balance with revenue authorities	1,350.63		1,260.44		934.93
Retention Money Receivable, Withheld Money	151.18		346.67		127.46
Prepaid expenses	31.87		20.65		12.40
Advance to supplier of goods / services	49.36		20.00		35.70
Running Balance with Joint Venture	7.33		-		151.87
Other Deposits	427.29		1,146.18		1,148.80
<b>Total</b>	<b>2,017.66</b>		<b>2,793.94</b>		<b>2,411.16</b>

		(Rs. In Lakhs)			
Particulars	As at	As at	March	As at	March
	March 31,2022	31,2021		31,2020	
<b>Authorised</b>					
1,90,00,000 nos. - face value of Rs 10/- each	1,900.00		-		-
30,00,000 nos. - face value of Rs 10/- each	-		300.00		300.00
<b>Total</b>	<b>1,900.00</b>		<b>300.00</b>		<b>300.00</b>

		(Rs. In Lakhs)			
Particulars	As at	As at	March	As at	March
	March 31,2022	31,2021		31,2020	
<b>Issued, Subscribed and Paid-up</b>					
1,47,50,550 equity shares of Rs 10/- each fully paid up	1,475.06		-		-
29,50,110 equity shares of Rs 10/- each fully paid up	-		295.01		295.01
<b>Total</b>	<b>1,475.06</b>		<b>295.01</b>		<b>295.01</b>

**A. The details of shareholders holding more than 5% equity shares :-**

Particulars	As at	As at	March	As at	March
	March 31,2022	31,2021		31,2020	
<b>Name of the Shareholders</b>					
1) Ratansingh M. Rathore					
% held	57.29%		57.29%		57.29%
No. of Shares	84,50,200		16,90,000		16,90,000
2) Aditya Financial Consultants Pvt Ltd					
% held	11.86%		0.00%		0.00%
No. of Shares	17,50,050		3,50,010		3,50,010
3) Coral Ventures Pvt Ltd					
% held	16.95%		16.95%		16.95%
No. of Shares	25,00,050		5,00,010		5,00,010

**B. Reconciliation of number of equity shares :-**

Particulars	As at	As at	March	As at	March
	March 31,2022	31,2021		31,2020	
At the Beginning of the year	29,50,110		29,50,110		29,50,110
Add : Bonus shares issued	1,18,00,440		-		-
At the End of the year	<b>1,47,50,550</b>		<b>29,50,110</b>		<b>29,50,110</b>

**C. Rights, Preferences and Restrictions of share holder :-**

The company has only single class of equity shares. Each shareholder is eligible for one vote per share. one class of equity share have been issued having a par value of Rs.10/- each. In the event of liquidation of the company, the holder of equity shares will be entitled to receive any of remaining assets of the company after distribution of all debts. The distribution will be in proportion to the number of equity shares held by the share holders.

## 14 Other Equity

(Rs. In Lakhs)

Particulars	As at	As at	As at
	March 31,2022	31,2021	31,2020
<b>Securities Premium</b>			
Opening Balance	3,000.78	3,000.78	3,000.78
Less : Utilised for issue of Bonus Shares	(1,180.04)	-	-
	1,820.74	3,000.78	3,000.78
<b>Profit &amp; Loss balance</b>			
Opening Balance	4,885.17	3,931.36	3,214.38
Add : Profit during the year	1,192.11	953.81	716.98
Closing Balance	6,077.28	4,885.17	3,931.36
<b>Total</b>	<b>7,898.02</b>	<b>7,885.95</b>	<b>6,932.14</b>

## 15 Borrowings

(Rs. In Lakhs)

Particulars	As at	As at	As at
	March 31,2022	31,2021	31,2020
<b>Non-current Borrowings</b>			
<b>Term loans</b>			
<b>Indian rupee loan from banks (secured)</b>			
Project loans for SPVs			
Equipment finance	429.75	1,636.34	2,094.94
General purpose borrowings	2.94	34.11	116.42
Less : current maturities	-302.62	-16.28	-5.50
<b>Total (a)</b>	<b>130.07</b>	<b>1,654.17</b>	<b>2,205.86</b>
<b>Indian rupee loan from financial institutions (secured)</b>			
Project loans for SPVs	-	-	-
Equipment finance	748.73	225.00	405.57
General purpose borrowing	-	-	-
Less : current maturities	-328.55	-9.40	-104.96
<b>Total (b)</b>	<b>420.18</b>	<b>215.60</b>	<b>300.61</b>
<b>TOTAL A+B</b>	<b>550.25</b>	<b>1,869.77</b>	<b>2,506.47</b>
<b>Current Borrowings</b>			
<b>From Banks (Secured)</b>			
a) Indian rupee loan from banks	302.62	16.28	5.50
b) Indian rupee loan from financial institutions	328.55	9.40	104.96
c) Overdraft	-	-	-
d) Cash credit and working capital demand loan	3,622.37	4,439.99	4,328.60
<b>Unsecured loans (interest free and repayable on demand)</b>			
a) Interest free loan from related parties	109.45	409.68	811.41
b) Unsecured loan from others	2.59	-	-
<b>Total current borrowings</b>	<b>4,365.58</b>	<b>4,875.35</b>	<b>5,250.48</b>
<b>Aggregate Secured loans</b>	<b>4,915.83</b>	<b>6,745.12</b>	<b>7,756.95</b>
<b>Aggregate Unsecured loans</b>	<b>109.45</b>	<b>409.68</b>	<b>811.41</b>

## 1. Non Current Borrowings

## Term Loan from Banks:

- The securities provided for the Term loan from Banks amounting to Rs. 1,636.34/- lakhs
- i. Personal guarantee of Mr. Ratansingh Rathore, the Managing Director of the Company
- ii. The loans are secured by way of hypothecation of the respective vehicles/construction equipments.

## Loan from Financial Institution:

- The securities provided for the Term loan from financial institutions amounting to ` Rs. 748.73/- lakhs
- i. Personal guarantee of Mr. Ratansingh Rathore, the Managing Director of the Company
- ii. The loans are secured by way of hypothecation of the respective vehicles/construction equipments.

The above loans carry interest rates ranging from 8.00% to 18.00%. The loans are repayable in monthly installments along with interest.

## Cash Credit and Working Capital Demand

- i. Hypothecation of unencumbered plant and machinery and equipments (present and future).
  - ii. Pledge of Fixed Deposit Receipts standing in the name of the Company
- Margin provided: 30% Cash Margin on Rs 4000 Lakhs by way of Fixed Deposits under bank's Lien  
50% Cash Margin on Rs 2750 Lakhs by way of Fixed Deposits under bank's lien

The above loans carry interest rates @ 10.30% p.a under floating rate

Pari Passu charge of all lender banks by way of Extension of Equitable Mortgage of the following Immovable properties:

- a) Extension of Equitable Mortgage over Flat no. 502 & 503 of area 1140 sq. ft of Sushila Apt, Devidas Road Extn, Behind Raghunath Towers, Borivali, Mumbai - 400103.  
flat no. 502 owned Mr. Mangalsingh M Rathore  
flat no. 503 owned by Mr. Ratansingh M Rathore
- b) Extension of Equitable Mortgage over Flat No. 406 of area 430 sq ft of Borivali Mayur CHS Ltd, SVP Road, Borivali, Mumbai - 400092 owned by Mr. Ranjeetsingh Dungarsingh Deora
- c) Extension of Equitable Mortgage over Unit No. 1 of 1983 sq ft at D Wing Sat Kripa Bldg No. 6, Prem Nagar Gymkhana, Borivali, Mumbai - 400092 jointly owned by Mr. Ratansingh Motisingh Rathore & Mrs. Sanjaykumar Ratansingh Rathore
- d) Extension of Equitable Mortgage over Flat No. B/1 of 580 sq ft on ground floor, Kiran Rashmi Neela CHS Ltd, SVP Road, Borivali Mumbai - 400092 owned by Mrs. Anukunwar Ratansingh Rathore
- e) Extension of Equitable Mortgage over Flat No. 701 of 785 Sq Ft, guru Vihar, Eksar Road, Borivali West, Mumbai - 400092 owned by Mr. Ranjeetsingh Dungarsingh Deora
- f) Extension of Equitable Mortgage over flat no. A/2601 & A/2701 of 4090 Sq Ft, Aquaria Grand Tower A & B Borivali Mumbai - 400092  
Flat No. A/2601 owned by Mrs. Sanjaykumar Rathore  
Flat No. A/2701 Owned by Mr. Ratansingh Rathore
- g) Extension of Equitable Mortgage over flat no. 5,7,8 & 11, totally of 656.85 of Ratan Villa, Gangapur Road, Nashik owned by M/s R & B Infra Project Limited

16 Other Non Current Liabilities

(Rs. In Lakhs)

Particulars	As at	As at	March	As at	March
	March 31,2022	31,2021		31,2020	
<b>OTHERS</b>					
Retention Money	717.23		477.32		269.52
Tender Deposit Payable	1,842.46		884.88		933.19
Other Liabilities	10.33		10.33		-
<b>Total</b>	<b>2,570.02</b>		<b>1,372.53</b>		<b>1,202.70</b>

**CURRENT LIABILITY**

**Financial Liabilities**

17 Trade Payables

(Rs. In Lakhs)

Particulars	As at	As at	March	As at	March
	March 31,2022	31,2021		31,2020	
Outstanding dues of micro enterprises and small enterprises	-		-		-
Outstanding dues of creditor other than micro enterprises and small enterprises	2,423.81		3,561.41		4,551.49
<b>Total</b>	<b>2,423.81</b>		<b>3,561.41</b>		<b>4,551.49</b>

(Rs. In Lakhs)

Particulars	As at	As at	March	As at	March
	March 31,2022	31,2021		31,2020	
(i) MSME	-		-		-
(ii) Others					
Less than 1 yr	822.48		1,642.11		4,190.48
1 yr - 2 yrs	475.18		162.72		218.92
2 yrs - 3 yrs	61.13		1,756.58		142.09
More than 3 yrs	1,065.02		-		-
(iii) Disputed Dues -MSME	-		-		-
(iv) Disputed Dues -Others	-		-		-
<b>Total</b>	<b>2,423.81</b>		<b>3,561.41</b>		<b>4,551.49</b>

Under the Micro, Small and Medium Enterprises Development Act, 2006 ('MSMED') which came into force from 2 October 2006, certain disclosures are required to be made relating to Micro, Small and Medium enterprises. On the basis of the information and records available with the management, there are no overdue amount to the Micro and Small enterprises as defined in the Micro, Small Medium Enterprises Development Act, 2006 as set out in the following disclosures:

The disclosure in respect of the amount payable to enterprises which have provided goods and services to the Group and which qualify under the definition of micro and small enterprises, as defined under Micro, Small and Medium Enterprises Development Act, 2006, there have been no default in payment to MSME creditors based on the information received and available with the Group.

18 Provisions

(Rs. In Lakhs)

Particulars	As at	As at	March	As at	March
	March 31,2022	31,2021		31,2020	
Provision for Income Tax	412.55		341.43		3.82
Provision for Gratuity	26.66		24.95		21.34
Provision for CSR	13.50		10.22		-
Provision for Audit Fees	12.47		6.11		0.11
<b>Total</b>	<b>465.19</b>		<b>382.71</b>		<b>25.27</b>

19 Other Current Liability

(Rs. In Lakhs)

Particulars	As at	As at	March	As at	March
	March 31,2022	31,2021		31,2020	
Security deposit Payable	597.60		371.10		190.45
Other Expenses Payable	2.97		12.73		3.51
Statutory Remittances	60.40		40.45		80.67
Running Balance With Joint Venture	201.18		104.64		4.32
Advance from Customers	137.03		91.07		185.22
<b>Total</b>	<b>999.18</b>		<b>619.99</b>		<b>464.18</b>

## Restated Notes to Consolidated Financial Statements

## 20 Revenue from Operations

Particulars	(Rs. In Lakhs)		
	Year ended March 31,2022	Year ended March 31,2021	Year ended March 31,2020
Contract Revenue	21,208.29	18,243.91	15,307.79
Sale of goods	27.00	242.29	-
Share of Profit/(Loss) from JV	36.97	11.55	5.05
<b>Total</b>	<b>21,272.26</b>	<b>18,497.75</b>	<b>15,312.84</b>

## 21 Other Income

Particulars	(Rs. In Lakhs)		
	Year ended March 31,2022	Year ended March 31,2021	Year ended March 31,2020
Claim Received	-	-	98.01
Discount Received	-	1.26	2.61
Dividend Income	-	-	0.15
Expenses W/off	0.06	0.47	0.68
Gain on Sales of Fixed assets	8.33	5.22	2.17
Gst on Margin Money	12.27	33.87	-0.77
Interest from Fixed Deposit	84.04	93.78	96.40
Interest from other Deposits	4.76	2.30	2.38
Interest Income	21.05	12.06	8.42
Impairment Account	35.19	-	-
Sundry Creditors - W/off	81.00	23.73	83.50
Sundry Income	-	-	0.83
Works contract- Taxes refund	-	-	26.20
<b>Total</b>	<b>246.70</b>	<b>172.70</b>	<b>320.57</b>

## 22 Purchase of Stock In trade

Particulars	(Rs. In Lakhs)		
	Year ended March 31,2022	Year ended March 31,2021	Year ended March 31,2020
Purchases	2,036.84	3,523.89	5,587.79
<b>Total</b>	<b>2,036.84</b>	<b>3,523.89</b>	<b>5,587.79</b>

## 23 Change in Inventories

Particulars	(Rs. In Lakhs)		
	Year ended March 31,2022	Year ended March 31,2021	Year ended March 31,2020
Opening stock	6,337.96	7,245.27	5,952.07
Closing Stock	3,317.89	6,337.96	7,245.27
<b>NET</b>	<b>3,020.07</b>	<b>907.31</b>	<b>-1,293.19</b>

## 24 Employee Benefit Expenses

Particulars	(Rs. In Lakhs)		
	Year ended March 31,2022	Year ended March 31,2021	Year ended March 31,2020
Salaries and bonus	1,951.20	2,114.63	1,928.33
Contribution to PF & ESIC	203.18	250.00	135.99
Directors Remuneration	54.00	30.00	10.80
Gratuity	1.71	3.61	21.34
Insurance Policy	4.67	0.17	10.21
Key Man Insurance Policy	10.22	-0.83	22.36
Staff Welfare Expenses	14.14	12.05	22.11
<b>Total</b>	<b>2,239.12</b>	<b>2,409.63</b>	<b>2,151.14</b>

## 25 Finance Cost

Particulars	(Rs. In Lakhs)		
	Year ended March 31,2022	Year ended March 31,2021	Year ended March 31,2020
Processing & Bank Charges	7.10	61.60	61.56
Interest on financial liabilities carried at amortised cost	570.42	821.63	753.40
Interest on Late Payment	1.15	6.18	1.61
<b>Total</b>	<b>578.68</b>	<b>889.41</b>	<b>816.57</b>

## 26 Other Expenses

Particulars	(Rs. In Lakhs)		
	Year ended March 31,2022	Year ended March 31,2021	Year ended March 31,2020
<b>Direct Expenses</b>			
Sub Contract Charges	9,595.42	6,912.94	3,541.47
Labour Charges	885.61	1,246.25	1,820.41
Transport Charges	294.31	276.62	333.16
Others Expenses	227.32	260.60	732.36
<b>Indirect Expenses</b>			
Advertisement Charges	6.01	1.36	7.32
Audit Fees	7.07	7.07	0.66
Business Promotion Expenses	28.74	21.56	14.76
Conveyance Expenses	4.08	0.38	0.47
CSR Expenses	22.21	10.22	15.09
Donation	-	11.75	6.56
Electricity Expenses	9.11	10.81	27.55
Gain/(Loss) on Sale of Mutual Funds	-	18.44	-
Impairment Account	-	17.40	-
Insurance Expenses	31.91	21.53	43.37
Labour Compensation Cess	42.77	15.14	12.62
Labour Welfare Cess	93.18	104.78	109.63
Legal & Professional Fees	139.49	68.71	45.35
Rent, Rates & Taxes	70.36	76.65	97.88
Repairs & Maintenances	70.78	89.76	54.94
Royalty Charges	21.46	1.05	4.69
Travelling Expenses	15.10	2.53	7.10
Vehicle Expenses	34.15	0.76	10.57
Other Expenses	25.83	34.89	100.28
<b>Total</b>	<b>11,624.92</b>	<b>9,211.20</b>	<b>6,986.21</b>

## 27 Depreciation:

Particulars	(Rs. In Lakhs)		
	Year ended March 31,2022	Year ended March 31,2021	Year ended March 31,2020
Depreciation	415.61	408.27	391.37
<b>Total</b>	<b>415.61</b>	<b>408.27</b>	<b>391.37</b>

**R & B Infra Project Limited**

**Annexure V - Significant Accounting Policies and Notes to Accounts forming part of financial Statement for year ended March 31, 2022.**

**28 Calculation of earning per share (EPS)**

The numerators and denominators used to calculate basic and diluted EPS are as follows:

(Rs. In Lakhs)

Particulars	Year ended March 31, 2022	Year ended March 31, 2021	Year ended March 31, 2020
Profit attributable to shareholder	1,192.11	953.81	716.98
Number of shares (Units)	1,47,50,550	29,50,110	29,50,110
Weighted average number of shares for calculation of Basic EPS (Units)	1,47,50,550	1,47,50,550	1,47,50,550
Weighted average number of shares for calculation of Diluted EPS (Units)	1,47,50,550	1,47,50,550	1,47,50,550
Nominal value of shares	10.00	10.00	10.00
Basic EPS	8.08	6.47	4.86
Diluted EPS	8.08	6.47	4.86

**29 Details of auditors remuneration**

(Rs. In Lakhs)

Particulars	Year ended March 31, 2022	Year ended March 31, 2021	Year ended March 31, 2020
<b>As auditor :</b>			
Audit fees	6.00	6.00	4.50
Tax audit fees	2.75	2.75	0.50
other matters	-	1.99	0.75
<b>Total payment to auditors</b>	<b>8.75</b>	<b>10.74</b>	<b>5.75</b>

**30 Contingent Liabilities and Commitments (to the extent not provided for):**

(Rs. In Lakhs)

Particulars	Year ended March 31, 2022	Year ended March 31, 2021	Year ended March 31, 2020
Bank guarantees towards bids/tenders/authorities/etc	2,260.31	2,220.73	1,350.09
The GST Investigation Wing has blocked the input tax credit	86.87	86.87	86.87

**31 Property, Plant and Equipment**

There is no impairment loss on property, plant and equipment assets on the basis of review carried out by the management. Company carries out physical verification of its Property, Plant and Equipment at regular interval. Assets are carried at NRV only as claimed by management.

**32 Trade Receivable**

Loan and Advances, Trade receivables and Other Receivables are subject to confirmation and reconciliation.

**33 Employee Benefits:-**

(Rs. In Lakhs)

Particulars	Year ended March 31, 2022	Year ended March 31, 2021	Year ended March 31, 2020
Gratuity - Current	-	-	-
Gratuity - Non-current	26.66	24.95	21.34
Compensated Absences - Current	-	-	-
Compensated Absences - Non-current	-	-	-
<b>Total outstanding as on reporting date</b>	<b>26.66</b>	<b>24.95</b>	<b>21.34</b>

R & B Infra Project Limited

Annexure V - Significant Accounting Policies and Notes to Accounts forming part of financial Statement for year ended March 31, 2022.

Restated notes to the Consolidated financial information

34 Related party transactions

(a) Related parties

(i) Subsidiary Companies

None

(ii) Key Management Personnel

Sr No	Name of the party	Nature of Relationship
1	Ratan Singh Rathore	Director
2	Ajaypal Singh Rathore	Director
3	Rajkumarsingh Deora	Director

(iii) Relatives of Key Management Personnel

Sr No	Name of the party
1	Roop Kunwar Rathore
2	Sanjay Kunwar Rathore
3	Mangal Singh Rathore

(iv) Enterprises owned or significantly influenced by Key Management Personnel

Sr No	Name of the party
1	Rras Traders and Export Pvt Ltd.
2	Ratansingh & Bros. (Partnership Firm)

(v) Enterprises owned or significantly influenced by a group of individuals or their relatives who have a control or significant influence over the company

Sr No	Name of the party
1	M.E. Project Private Limited
2	Lotus Construction (Partnership Firm)

Individuals owning, directly or indirectly, an interest in the voting power of reporting enterprise that gives them control of significant influence over enterprise and relatives of any such individual

(vi)

None

(vii) Joint Ventures

Sr No	Name of the party	% of Holding as at		
		March 31, 2022	March 31, 2021	March 31, 2020
1	R.S.J. (JV)	40%	40%	40%
2	RBIPPL - SRCC J.V	74%	74%	74%
3	RBIPPL & Coastal Dredging & R&B Infra Project Ltd. (JV)	50%	50%	50%
4	RBIPPL & Hydroair (JV)	51%	51%	51%
5	RBIPPL - Hydrotech JV	70%	70%	70%
6	Wami RBIPPL (JV)	26%	26%	26%
7	LNA - R&B JV	26%	26%	26%
8	RBIPPL - MT PHAD JV	85%	-	-
9	RBIPPL and Hive (JV)	65%	-	-
10	RBIPPL - DEV - MTP JV	60%	-	-

(b) RELATED PARTY TRANSACTIONS

(Rs. In Lakhs)

Sr No	Nature of Transaction	March 31, 2022	March 31, 2021	March 31, 2020
<b>A</b>	<b>TRANSACTIONS</b>			
<b>1</b>	<b>Remuneration Paid</b>	<b>54.00</b>	<b>30.00</b>	<b>10.80</b>
	Ratan Singh Rathore	42.00	24.00	10.80
	Sanjay Kunwar Rathore	12.00	6.00	-
<b>2</b>	<b>Salary Paid</b>	<b>10.50</b>	<b>23.35</b>	<b>-</b>
	Ajaypal Singh Rathore	4.10	12.50	-
	Roop Kunwar Rathore	6.40	10.85	-
<b>3</b>	<b>Loans Repaid during the period</b>	<b>980.03</b>	<b>1,370.85</b>	<b>1,625.55</b>
	Rras Traders & Export Pvt Ltd	-	2.10	2.15
	Ajaypal Singh Rathore	1.00	1.00	-
	Ratan Singh Rathore	785.99	734.25	1,150.06
	S.R Rathore	193.04	621.60	462.70
	Mangalsingh Rathore	-	-	0.75
	Ratansingh & Bros. (Partnership Firm)	-	11.91	9.89
<b>4</b>	<b>Loans Received during the period</b>	<b>678.80</b>	<b>967.77</b>	<b>2,010.12</b>
	Rras Traders & Export Pvt Ltd	-	-	4.25
	Ajaypal Singh Rathore	-	2.00	-

Sr No	Nature of Transaction	March 31, 2022	March 31, 2021	March 31, 2020
	Ratan Singh Rathore	645.25	794.82	1,169.02
	S,R Rathore	33.55	159.29	825.95
	Mangalsingh Rathore	-	-	0.75
	Ratansingh & Bros. (Partnership Firm)	-	11.65	10.15
<b>5</b>	<b>Advance received / Received Back</b>	<b>1,291.64</b>	<b>281.51</b>	<b>158.54</b>
	Lotus Construction (Partnership Firm)	-	9.75	-
	M.E. Project Private Limited	1,291.64	271.76	158.54
<b>6</b>	<b>Advances Given</b>	<b>1,291.63</b>	<b>214.18</b>	<b>225.88</b>
	Lotus Construction (Partnership Firm)	-	9.75	-
	M.E. Project Private Limited	1,291.63	204.43	225.88
<b>7</b>	<b>Investment in Associate/ Joint ventures</b>			
	RBIPPL & LNA JV	(26.06)	-	-
	Wani RBIPPL (JV)	3.52	20.11	23.29
	RSJ (JV)	21.95	35.05	405.75
	Wani - RBIPPL JV	21.97	(7.76)	-
<b>B</b>	<b>BALANCE</b>			
<b>1</b>	<b>Advances Given Outstanding</b>	<b>-</b>	<b>0.01</b>	<b>67.34</b>
	M.E. Project Private Limited	-	0.01	67.34
<b>2</b>	<b>Loans given Outstanding</b>	<b>109.45</b>	<b>410.68</b>	<b>813.77</b>
	Rras Traders & Export Pvt Ltd	-	-	2.10
	Ajaypal Singh Rathore	-	1.00	-
	Ratan Singh Rathore	86.24	226.98	166.41
	S,R Rathore	23.21	182.70	645.00
	Ratansingh & Bros. (Partnership Firm)	-	-	0.26
<b>3</b>	<b>Investment in Associates/Joint Venture</b>	<b>497.82</b>	<b>476.44</b>	<b>429.04</b>
	LNA - R&B JV	(26.06)	-	-
	Wani RBIPPL (JV)	46.92	43.40	23.29
	RSJ (JV)	462.75	440.80	405.75
	Wani - RBIPPL JV	14.21	(7.76)	-

**R & B Infra Project Limited**

**Annexure V - Significant Accounting Policies and Notes to Accounts forming part of financial Statement for year ended March 31, 2022.**

**35 Segment Reporting:**

**Primary segment (Business segment)**

The Company is engaged in only one segment of construction, so the company is not required to give segment reporting.

**36 Tax Expenses**

Reconciliation of tax expense

(Rs. In Lakhs)

Particulars	Year ended March 31,2022	Year ended March 31,2021	Year ended March 31,2020
<b>a) Income tax recognised in profit &amp; loss account</b>			
Current tax	400.87	337.30	244.77
Earlier year tax	-11.23	-	-
Deferred tax	12.93	11.44	-
Profit before tax	1,603.72	1,320.73	993.52
Additions to Income	439.53	422.10	427.80
Deletions to Income	-450.48	-487.93	-448.85
Net Taxable Income As per Income Tax	1,592.76	1,254.90	972.47
Company's domestic tax rate	0.25	0.25	0.25
Computed tax expenses	400.87	337.30	244.77
Tax effect of			
Expenditure in the nature of permanent disallowances/(allowances) [Net]	-2.19	18.18	4.32
Interest expenses	-	-	-
Round off	-	-	-
Current tax provision (A)	398.67	355.48	249.09
Tax expenses of earlier year (B)	-	-	-
Incremental deferred tax liability on account of Property, Plant and Equipment	-	-	-
Incremental deferred tax liability on account of financial asset and other items	-	-	-
Deferred tax provision (C)	12.93	11.44	-
<b>Total tax expense (A+B+C)</b>	<b>411.61</b>	<b>366.91</b>	<b>249.09</b>

**37 Corporate Social Responsibilities**

As per provisions of the Companies Act, 2013 the Company was required to spend `22.20/- lakhs (P.Y. - ` 21.96/- lakhs) on CSR activities during the year. The total has spent till 31st March 2022 was ` 8.70/- lakhs. The company has to spend the total CSR amount of Rs. 13.50/- Lakhs till 31st March 2023.

As per provisions of the Companies Act, 2013 the Company was required to spend `21.96/- lakhs (P.Y. - ` 19.98/- lakhs) on CSR activities during the year. The total has spent till 31st March 2020 was ` 21.64/- lakhs. The company has to spend the total CSR amount of Rs. 10.22/- Lakhs till 31st March 2022.

**38 Impact on business due to COVID -19**

On March 11, 2020, the World Health Organisation (WHO) officially declared COVID-19, the disease caused by novel coronavirus, a pandemic. It continued to progress and evolve from the year end till the date of signing of this financials. Due to its nature, it is challenging at this juncture, to predict the full extent and duration of its impact on financial performance and business. However, management is closely monitoring the evolution of this pandemic and has evaluated and re-assessed its impact on all major class of assets, liabilities, income and expenditures which are likely to have significant impact on the operations, profitability and continuity of the business. Areas of re-assessment includes;

1. Asset impairment- Our assets consist of investments, unsettled receivables for trade and advances for trade. The investments are of long term in nature and receivable are being settled on the basis of contractual terms without any substantial delay/ delinquencies. Management don't see any impairment on these assets.
2. Expected credit loss- Receivables and advances are being recovered wherever applicable without any delinquencies, management do not expect any additional credit loss on the same.
3. Inventory - Nature of Inventory does not pose any physical and market risk and based on present market conditions management do not foresee any loss on account of sale or its ultimate collection.
4. Debt repayment - Projected cash flow reflects ability of the company to discharge its debts in form of working capital loan as per contractual terms through realisation of current assets.
5. Fair value measurement - There are no indicators (except accounted for) which requires further provision / disclosure to the carrying value based on fair value measurement.
6. Revenue - Company operates in only one segment, namely EPC Infra. This business was considered as "essential" services by the Government and hence the effect of nationwide lockdown was temporary in nature and have any substantial impact on long term business prospects of the company.

Based on above, Management is of the view that till date there is no significant impact of COVID-19 which requires adjustment to the carrying value of its assets and liabilities and provide for losses. Management currently has an appropriate response plan in place. Management will continue to monitor and assess the on going development and respond accordingly.

**39 Other**

Previous year's figures have been regrouped/rearranged/reworked wherever necessary and possible so as to confirm to current year's classification.

**40 Charge on Assets**

1. Charge created in favour of the charge holder (The Bharat Co-operative Bank (Mumbai) Ltd) on 07/12/2021 of Rs. 6550 Lakhs over certain assets of the Company. The charged asset shall mean and include : the whole of cash, cash equivalent, liquid investments in securities, inventory, prepaid expenses, other liquid assets, book debts, bills, whether documentary or clean, and all other assets each recognised as current assets under the applicable law and accounting norms both present and future, whether in possession or under the control of the Borrower or not.

2. Charge created in favour of the charge holder (The Bharat Co-operative Bank (Mumbai) Ltd) on 07/12/2021 of Rs. 4050 Lakhs over certain assets of the Company. However, there is no utilisation of Intraday Facility in FY 2021-22. The charged asset shall mean and include : the whole of cash, cash equivalent, liquid investments in securities, inventory, prepaid expenses, other liquid assets, book debts, bills, whether documentary or clean, and all other assets each recognised as current assets under the applicable law and accounting norms both present and future, whether in possession or under the control of the Borrower or not.

3. Charge created in favour of the charge holder (Citicorp Finance India Ltd) on 28/04/2015 of Rs. 11.50 Lakhs over moveable property JCB VMT 330 With Serial/ Machine/ Engine No - As Specified In Schedule II Of The Loan Agreement

4. Charge created in favour of the charge holder (HDFC Bank Limited) on 16/03/2012 of Rs. 22.00 Lakhs over moveable property Hypothecation Of 2 Nos. Equipments Namely : 1 No. JCB 3DX (Year Of Manufacture: 2012) 1 No. JCB ROCK BREAKAR (Year Of Manufacture: 2012)

5. Charge created in favour of the charge holder (ICICI Bank Limited) on 12/07/2014 of Rs. 232.38 Lakhs over moveable property Hypothecation Of 3 Nos. Equipments Namely : Terex TLB 740s Backhoe Loader Located At Nashik Dist. Nashik, Maharashtra, Asphalt Continuous Mix Plant Model DM 50 Located At Nashik Dist. Nashik, Maharashtra, : Hot Mix Plant Apollo Model ANP 1500 Located At Vasai Dist-Thane , Maharashtra

6. Charge created in favour of the charge holder (Citicorp Finance India Ltd) on 20/02/2015 of Rs. 29.70 Lakhs over moveable property First Exclusive Charge On EXCAVATOR JS120.

7. Charge created in favour of the charge holder (The Kotak Mahindra Bank Limited) on 28/12/2017 of Rs. 1510.00 Lakhs over certain assets of the Company. However, there is no utilisation of Intraday Facility in FY 2021-22

The charged asset shall mean and include : Subservient Charge By Way Of Hypothecation On All Existing & Future Current Assets/Movable Fixed Assets Of The Borrower For Bid Bond BG Limit. For Project Specific BG: First & Exclusive Charge By Way Of Hypothecation On All Existing & Future Current Assets Of The Project For Which KMBL BG Will Be Issued. First & Exclusive Charge By Way Of Letter Of Appropriation On Lien Over Fixed Deposit (INR 10.00 Lakhs)

8. Charge created in favour of the charge holder (ICICI Bank Limited) on 26/03/2018 of Rs. 15.66 Lakhs over moveable property First Charge On Hypothecated Rock Breaker Bearing Brand - Furukawa, Model-FXJ 275 Having Invoice No. ORG11775, LAN- LQMUM00037183504

9. Charge created in favour of the charge holder (ICICI Bank Limited) on 30/03/2018 of Rs. 50.25 Lakhs over moveable property First Charge On Hypothecated Hydraulic Excavator Bearing Brand - Komatsu India Pvt Ltd, Model- PC 210 Having Invoice No. ORG002937, LAN- LQMUM00037200173

10. Charge created in favour of the charge holder (Tata Motors Finance Limited) on 21/02/2019 of Rs. 1041.78 Lakhs over moveable property First Charge On Hypothecated 6 Units Of Tata LPT 1109, 12 Units Of Tata LPT 1613, 60 Units Of Tata Ace.

11. Charge created in favour of the charge holder (Yes Bank Limited) on 05/04/2019 of Rs. 270.25 Lakhs over moveable property First Charge On Hypothecated 1 Nos Of Units TIL 830M CRANE 1 Nos Of Units TIL TMS 860 CRANE.

12. Charge created in favour of the charge holder (HDFC Bank Limited) on 18/09/2019 of Rs. 77.51 Lakhs over moveable property First Charge On Hypothecated 1 Units Of Tata LPT 1109, 1 Units Of Tata LPT 1613, 1 Unit Of Tata Hitachi SHINRAI Bx80 Backhoe Loader

13. Charge created in favour of the charge holder (HDFC Bank Limited) on 25/03/2022 of Rs. 37.14 Lakhs over moveable property First Charge On Hypothecated Exclusive Charge On ONE EQUIPMENT By Way Of Hypothecation Namely - VENUS CP 36 BATCHING PLANT VENUS TECHNO EQUIPMENT PVT LTD

14. Charge created in favour of the charge holder (The Kotak Mahindra Bank Limited) on 09/03/2022 of Rs. 1000 Lakhs over certain assets of the Company. However, there is no utilisation of Intraday Facility in FY21-22

The charged asset shall mean and include : the whole of cash, cash equivalent, liquid investments in securities, inventory, prepaid expenses, other liquid assets, book debts, bills, whether documentary or clean, and all other assets each recognised as current assets under the applicable law and accounting norms both present and future, whether in possession or under the control of the Borrower or not.

#### 41 Assets Pledged as Security

The carrying amounts of assets pledged as security for borrowings are:

Particulars	(Rs. In Lakhs)		
	Year ended March 31,2022	Year ended March 31,2021	Year ended March 31,2020
Financial Assets			
Fixed Deposits with Bank	2,125.40	1,447.10	1,457.72
<b>Total assets pledged as security</b>	<b>2,125.40</b>	<b>1,447.10</b>	<b>1,457.72</b>

#### 42 Employee Benefits:-

Particulars	(Rs. In Lakhs)		
	Year ended March 31,2022	Year ended March 31,2021	Year ended March 31,2020
Gratuity - Current	-	-	-
Gratuity - Non-current	26.66	24.95	21.34
Compensated Absences - Current	-	-	-
Compensated Absences - Non-current	-	-	-
<b>Total outstanding as on reporting date</b>	<b>26.66</b>	<b>24.95</b>	<b>21.34</b>

#### A. Gratuity (Defined Benefit Plan)

Particulars	(Rs. In Lakhs)		
	Year ended March 31,2022	Year ended March 31,2021	Year ended March 31,2020
<b>i) General Description:</b>			
<b>ii) Change in the present value of the defined benefit obligation</b>			
Opening defined benefit obligation	-	-	-
Current service cost	1.71	3.61	2.02
Interest cost	-	-	-
Actuarial (gain) / loss due to remeasurement on change in assumptions	-	-	-
change in demographic assumptions	-	-	-
change in financial assumptions	-	-	-
experience variance (i.e. Actual experience vs assumptions)	-	-	-
Past service cost	24.95	21.34	19.32
Experience (gain) / loss on plan liability	-	-	-
Benefits paid and transfer out	-	-	-
Closing defined benefit obligation	26.66	24.95	21.34
<b>iii) Change in the fair value of plan assets:</b>			
Opening fair value of plan assets	-	-	-
Investment Income	-	-	-
Contributions by employer	-	-	-
Contributions by employee	-	-	-
Benefits paid	-	-	-
Return on plan assets , excluding amount recognised in net interest expense	-	-	-
Closing fair value of plan assets	-	-	-

<b>iv) Breakup of Actuarial gain/loss</b>			
Actuarial [gain]/ loss arising from change in demographic assumption	-	-	-
Actuarial [gain]/ loss arising from change in financial assumption	-	-	-
Actuarial [gain]/ loss arising from experience adjustment	-	-	-
<b>v) Expenses/ [Incomes] recognised in the Statement of Profit and Loss:</b>			
Current service cost	1.71	3.61	21.34
Past service cost	-	-	-
(Gains) / losses - on settlement	-	-	-
Interest cost / (Income) on benefit obligation	-	-	-
<b>Net expenses/ [benefits]</b>	<b>1.71</b>	<b>3.61</b>	<b>21.34</b>
<b>vi) Other Comprehensive Income</b>			
Actuarial (Gain)/Loss recognized for the period due to change in assumptions	-	-	-
-change in demographic assumptions	-	-	-
-change in financial assumptions	-	-	-
-experience variance (i.e. Actual experience vs assumptions)	-	-	-
Asset limit effect	-	-	-
Return on plan assets excluding net interest	-	-	-
Total Actuarial (Gain)/Loss recognized in OCI	-	-	-
<b>vii) Movement in net liabilities recognised in Balance Sheet:</b>			
Opening net liabilities	24.95	21.34	-
Expenses as above [P & L Charge]	1.71	3.61	21.34
Benefits Paid	-	-	-
Other Comprehensive Income (OCI)	-	-	-
Liabilities/ [Assets] recognised in the Balance Sheet	26.66	24.95	21.34
<b>viii) Amount recognized in the balance sheet:</b>			
PVO at the end of the year	-	-	-
Fair value of plan assets at the end of the year	1.71	3.61	21.34
Deficit	1.71	3.61	-
Unrecognised past service cost	-	-	-
(Liabilities)/Assets recognized in the Balance Sheet	-1.71	-3.61	-21.34

**ix) Principal actuarial assumptions as at Balance sheet date:**

<u>Discount rate range</u>	6.85%	6.4 % to 7.5%	6.4 % to 7.5%
[The rate of discount is considered based on market yield on Government Bonds having currency and terms in consistence with the currency and terms of the post-employment benefit obligations].			

Annual increase in salary cost

	9.00%	9.00%	9.00%
[The estimates of future salary increases are considered in actuarial valuation, taking into account inflation, seniority, promotion and other relevant factors such as supply and demand in the employment market].			

Employee Attrition Rate (Past Services (PSI)) - 10% to 15.00%

	10% to 15%	10% to 15%	10% to 15%
<u>Decrement adjusted remaining working life</u>	8.36 years	8.32	8.59

**Sensitivity analysis:**

Change in Liability for 1% decrease in discount rate	62.55	92.25	92.25
Change in Liability for 1% increase in discount rate	52.59	77.03	77.03
Change in Liability for 1% decrease in salary/ medical inflation rate	52.88	77.58	77.58
Change in Liability for 1% increase in salary/ medical inflation rate	61.88	91.12	91.12
Change in Liability for 0.5% increase in attrition rate	53.36	76.76	76.76
Change in Liability for 0.5% decrease in attrition rate	72.82	95.28	95.28
Change in Liability for 0.1% decrease in mortality rate	57.23	84.10	84.10
Change in Liability for 0.1% increase in mortality rate	57.20	84.06	84.06

**B. Compensated absence (long term employee benefits)**

The Group has provided for liability towards leave salary on accrual basis. The Company has policy of leave encashment to the maximum of 45 days. Any balance in excess of utilisation of leave shall stands lapse.

**C. Defined Contribution Plans**

The Group also has certain defined contribution plans. Contributions payable by the group companies to the concerned Government authorities in respect of Provident Fund, Family Pension Fund and Employees State Insurance etc are charged to Statement of Profit and Loss. The obligation of the Group is limited to the amount contributed and it has no contractual or any constructive obligation. Amount recognized during the year (for the period starting from the date of acquisition till the reporting date, in case of newly acquired subsidiary companies) as contribution in statement of Profit & Loss.

**43 Other Statutory Information**

(i) The Group do not have any Benami property, where any proceeding has been initiated or pending against the Group for holding any Benami property.

(ii) The Group do not have any transactions with companies struck off.

(iii) The Group do not have any charges or satisfaction which is yet to be registered with ROC beyond the statutory period,

(iv) The Group have not traded or invested in Crypto currency or Virtual Currency during the financial year.

(v) The Group have not advanced or loaned or invested funds to any other person(s) or entity(ies), including foreign entities (Intermediaries) with the understanding that the Intermediary shall:

- (a) directly or indirectly lend or invest in other persons or entities identified in any manner whatsoever by or on behalf of the company (Ultimate Beneficiaries) or  
(b) provide any guarantee, security or the like to or on behalf of the Ultimate Beneficiaries

(vi) The Group have not received any fund from any person(s) or entity(ies), including foreign entities (Funding Party) with the understanding (whether recorded in writing or otherwise) that the Group shall:

- (a) directly or indirectly lend or invest in other persons or entities identified in any manner whatsoever by or on behalf of the Funding Party (Ultimate Beneficiaries) or  
(b) provide any guarantee, security or the like on behalf of the Ultimate Beneficiaries,

(vii) The Group have not any such transaction which is not recorded in the books of accounts that has been surrendered or disclosed as income during the year in the tax assessments under the Income Tax Act, 1961 (such as, search or survey or any other relevant provisions of the Income Tax Act, 1961).

44 The financial statements were authorised for issue by the Company's Board of directors on September 22, 2022

R & B Infra Project Limited

Annexure V - Significant Accounting Policies and Notes to Accounts forming part of financial Statement for year ended March 31, 2022.

45 Ratio:

	Particulars	Formula	2021-22	2020-21	2019-20	% change from FY 20-21 to FY 21-22	% change from FY 19-20 to FY 20-21	Note
a.	Current Ratio	Current Assets/Current Liabilities	1.62	1.53	1.39	5.73%	9.75%	Note 1
b.	Debt - Equity Ratio	Total Debts/Total Equity	0.52	0.82	1.07	-36.39%	-23.18%	Note 2
c.	Debt Service Coverage ratio	EBITDA/Total Debts	0.53	0.38	0.28	39.04%	37.41%	Note 3
d.	Return on Equity Ratio	Net Profit/Total Owners Fund	0.13	0.12	0.10	9.09%	17.52%	
e.	Inventory Turnover Ratio	Total Turnover/Average Inventory	4.41	2.72	2.32	61.77%	17.37%	Note 4
f.	Trade Receivable Turnover Ratio	Total Turnover/ Average Trade Receivables	4.39	5.39	4.61	-18.43%	16.78%	
g.	Trade Payable Turnover Ratio	Net Purchases/ Average Trade Payables	0.68	0.87	1.31	-21.65%	-33.54%	
h.	Net Capital turnover Ratio	Total Turnover/ (Current Asset-Current Liability)	4.17	3.71	3.79	12.61%	-2.28%	Note 5
i.	Net Profit Ratio	Net Profit/Total turnover	0.06	0.05	0.05	8.68%	10.13%	
j.	Return on Capital Employed	EBIT/(Total Assets-Current Liabilities)	0.08	0.04	0.02	87.19%	100.12%	Note 6
k.	Return on Investment	Interest Income/Investment	0.05	0.07	0.07	-30.84%	1.62%	Note 7

Reasons for variance of more than 25% in above ratios :-

- 1 The decrease in closing inventory and trade receivables in fy 21-22 has led to fall in Current Ratio
- 2 Debt decreased due to repayment of some equipment loan in F.Y 21-22
- 3 Due to decrease in overall borrowings, the ratio improved
- 4 The decrease in closing inventory and trade receivables in fy 21-22 has led to fall in Current Ratio
- 5 The decrease in closing inventory and trade receivables in fy 21-22 has led to fall in working capital
- 6 the ratio increased due to increase in turnover, fall in purchases and decrease in expenses.
- 7 The increase in Fixed Deposit investment has led to fall in ratio.

46 Reconciliation of the Audited Profit After Tax with Restated Profit after Tax

(Rs. In Lakhs)

Particulars	2021-22	2020-21	2019-20
<b>Profit As Per Audited Financial Statement</b>	<b>1,159.08</b>	<b>973.26</b>	<b>730.55</b>
Less: Gratuity provided in Restatement	-1.71	-3.61	-21.34
Add : Gratuity provided in Audited Financial Statement	23.16	3.50	-
Add: JV Profit During the Year	11.57	-	7.77
Less : JV Profit of Previous Year	-	-19.34	-
<b>Profit As Per Restatement</b>	<b>1,192.11</b>	<b>953.81</b>	<b>716.98</b>

Reconciliation of the Audited Reserve & Surplus with Restated Reserve & Surplus

(Rs. In Lakhs)

Particulars	2021-22	2020-21	2019-20
<b>Reserves &amp; Surplus As Per Audited Financial Statement</b>	<b>7,898.02</b>	<b>7,918.98</b>	<b>6,945.72</b>
<b>Change in opening Reserves</b>	<b>(33.02)</b>	<b>(13.57)</b>	<b>-</b>
Less: Gratuity provided in Restatement	(1.71)	(3.61)	(21.34)
Add : Gratuity provided in Audited Financial Statement	23.16	3.50	-
Add: JV Profit During the Year	11.57	-	7.77
Less : JV Profit of Previous Year	-	-19.34	-
<b>Reserves &amp; Surplus As Per Restatement</b>	<b>7,898.02</b>	<b>7,885.96</b>	<b>6,932.15</b>

**R & B Infra Project Limited****Annexure V - Significant Accounting Policies and Notes to Accounts forming part of financial Statement for year ended March 31, 2022.****Restated notes to consolidated financial information****47 Financial risk management framework**

The Company's Board of Directors has overall responsibility for the establishment and oversight of the Company's risk management framework. The Board is responsible for developing and monitoring the Company's risk management policies. The Board holds regular meetings on its activities.

The Group's risk management policies are established to identify and analyse the risks 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 oversees how management monitors compliance with the Group's risk management policies and procedures, and reviews the adequacy of the risk management framework in relation to the risks faced by the Group.

**Credit Risk**

Credit risk is the risk of financial loss to the Group if a customer or counterparty to a financial instrument fails to meet its contractual obligations, and arises principally from the Group's receivables from customers.

**Cash and cash equivalents**

Credit risk on cash and cash equivalents and other deposits with banks is limited as the Group generally invest in deposits with banks with high credit ratings assigned by external credit rating agencies, accordingly the Group considers that the related credit risk is low.

**Trade and other 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.

A default on a financial asset is when the counterparty fails to make contractual payments when they fall due. This definition of default is determined by considering the business environment in which Group operates and other macro-economic factors.

Credit quality of a customer is assessed based on its credit worthiness and historical dealings with the Group, market intelligence and goodwill. Outstanding customer receivables are regularly monitored.

The management uses a simplified approach for the purpose of computation of expected credit loss for trade receivables and other receivables.

Summary of the Group's exposure to credit risk by age of the outstanding from various customers is as follows:

Trade and Other Receivable	(Rs. In Lakhs)		
	March 31,2022	March 31,2021	March 31,2020
Not past due	5,861.06	3,822.37	3,046.00
Past due but not impaired	-	-	-
Total	5,861.06	3,822.37	3,046.00

**b). 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.

**Maturities of financial liabilities**

The below table analyses the Group's financial liabilities into relevant maturity based on their contractual maturities. The amounts disclosed in the table are

Particulars	Carrying A mount	
	<12months	>12months
<b>March 31, 2022</b>		
<b>Non Derivative Financial Instrument</b>		
Borrowing	4,365.58	550.25
Trade Payables	2,423.81	-
Other Financial Liabilities	465.19	-
<b>March 31, 2021</b>		
<b>Non Derivative Financial Instrument</b>		
Borrowing	4,875.35	1,869.77
Trade Payables	3,561.41	-
Other Financial Liabilities	382.71	-
<b>March 31, 2020</b>		
<b>Non Derivative Financial Instrument</b>		
Borrowing	5,250.48	2,506.47
Trade Payables	4,551.49	-
Other Financial Liabilities	25.27	-

**Market Risk**

Market risk is the risk arising from changes in market prices – such as foreign exchange rates and interest rates – that will affect the Group's income or the value of its holdings of financial instruments. Market risk is attributable to all market risk sensitive financial instruments including foreign currency receivables and payables and long term debt. The Group is exposed to market risk primarily related to foreign exchange rate risk, interest rate risk and the market value of the investments. Thus, the exposure to market risk is a function of investing and borrowing activities and revenue generating and operating activities in foreign currency.

**Currency Risk**

Currency risk on account of foreign currency transactions including recognized assets and liabilities denominated in a currency that is not the functional currency (₹), primarily in respect of United States Dollar.

**Exposure to currency risk**

The Group has no exposure to foreign currency risk at the end of the reporting period:

**Interest Risk**

Interest rate risk can be either fair value interest rate risk or cash flow interest rate risk. Fair value interest rate risk is the risk of changes in fair values of fixed interest bearing investments because of fluctuations in the interest rates. Cash flow interest rate risk is the risk that the future cash flows of floating interest bearing investments will fluctuate because of fluctuations in the interest rates.

**Exposure to interest rate risk**

The Group's exposure to interest rate risks relates primarily to the Group's interest obligations on its borrowings. Borrowings taken at variable rates are exposed to fair value interest rate risk. To Group carries excellent credit ratings, due to which it has assessed that there are no material interest rate risk and any exposure thereof.

**Capital risk management**

The Group aims to manage its capital efficiently so as to safeguard its ability to continue as a going concern and to optimise returns to its shareholders. The capital structure of the Group is based on management's judgement of the appropriate balance of key elements in order to meet its strategic and day-to-day needs. The Group's policy is to maintain a stable and strong capital structure with a focus on total equity so as to maintain investor, creditors and market confidence and to sustain future development and growth of its business. The Group monitors capital using a gearing ratio, which is net debt divided by total capital plus net debt.

(Rs. In Lakhs)

Particulars	March 31,2022	March 31,2021	March 31,2020
Borrowings	4,915.83	6,745.12	7,756.95
Less : Cash and cash equivalents	2,176.01	1,453.57	1,577.64
Net Debt	2,739.82	5,291.55	6,179.31
Equity	9,373.08	8,180.96	7,227.16
Total Capital	9,373.08	8,180.96	7,227.16
Total Capital and Net Debt	12,112.89	13,472.51	13,406.47
Capital gearing ratio	0.23	0.39	0.46

## Fair value measurement

The following table shows the carrying amounts and fair values of financial assets and financial liabilities, including their levels in the fair value hierarchy. It does not include fair value information for financial assets and financial liabilities if the carrying amount is a reasonable approximation of fair value those include cash and cash equivalents, other bank balances, trade receivables and trade payables.

## (a) Financial instruments by category

March 31, 2022

(Rs. In Lakhs)

Particular	Carrying amount		Level
	Fair value through profit or loss	Amortised cost	
<b>Financial assets</b>			
<b>Non-current</b>			
Investments	-	1,002.82	-
Trade receivables	-	101.44	-
Loans	-	-	-
<b>Current</b>			
Trade receivables	-	5,759.62	-
Loans	-	102.48	-
Cash and cash equivalents	-	2,176.01	-
<b>Total financial assets</b>	-	<b>9,142.38</b>	
<b>Financial liabilities</b>			
<b>Non-current</b>			
Borrowings	-	550.25	-
<b>Current</b>			
Borrowings	-	4,365.58	-
Trade payables	-	2,423.81	-
Provisions	-	465.19	-
<b>Total financial liabilities</b>	-	<b>7,804.82</b>	

March 31, 2021

(Rs. In Lakhs)

Particular	Carrying amount		Level
	Fair value through profit or loss	Amortised cost	
<b>Financial assets</b>			
<b>Non-current</b>			
Investments	-	476.45	-
Trade receivables	-	23.01	-
Loans	-	-	-
<b>Current</b>			
Trade receivables	-	3,799.35	-
Loans	-	55.63	-
Cash and cash equivalents	-	1,453.57	-
<b>Total financial assets</b>	-	<b>5,331.56</b>	
<b>Financial liabilities</b>			
<b>Non-current</b>			
Borrowings	-	1,869.77	-
<b>Current</b>			
Borrowings	-	-	-
Trade payables	-	-	-
Provisions	-	-	-
<b>Total financial liabilities</b>	-		

March 31, 2020

(Rs. In Lakhs)

Particular	Carrying amount		Level
	Fair value through profit or loss	Amortised cost	
<b>Financial assets</b>			
<b>Non-current</b>			
Investments	-	537.05	-
Trade receivables	-	23.01	-
Loans	-	-	-
<b>Current</b>			
Trade receivables	-	3,022.99	-
Loans	-	70.80	-
Cash and cash equivalents	-	1,577.64	-
<b>Total financial assets</b>	-	<b>5,231.50</b>	
<b>Financial liabilities</b>			
<b>Non-current</b>			
Borrowings	-	2,506.47	-
<b>Current</b>			
Borrowings	-	5,250.48	-
Trade payables	-	4,551.49	-
Provisions	-	25.27	-
<b>Total financial liabilities</b>	-	<b>12,333.72</b>	

**Note:** Carrying amounts of cash and cash equivalents, bank balances, trade receivables, loans, borrowings, other financial liabilities and trade payables as at March 31, 2022, March 31, 2021 and March 31, 2020 approximate their fair value due to their short-term nature. Difference between carrying amounts and fair values of other financial assets and other financial liabilities subsequently measured at amortised cost is not significant in each of the periods presented.

**R & B Infra Project Limited**

**Annexure V - Significant Accounting Policies and Notes to Accounts forming part of financial Statement for year ended March 31, 2022.**

Restated notes to consolidated financial information

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Additional information pursuant to paragraph 2 of Division II - Schedule III to the Companies Act 2013 - " Part II - General instructions for the preparation of the consolidated financial statements"

(Rs. In Lakhs)

Name of the entities in the Group	Net Assets , i.e. Total Assets minus total liabilities		Share in Profit or loss		Share in Other comprehensive income		Share in Total Comprehensive Income	
	As % of Consolidated Net Assets	Amount	As % of Consolidated Profit or Loss	Amount	As % of Consolidated Other comprehensive income	Amount	As % of Total comprehensive income	Amount
<b>March 31, 2022</b>								
<b>Parent</b>								
R & B Infra Project Limited	102.43%	9,600.44	90.07%	1,073.77	-	-	90.07%	1,073.77
<b>Joint Venture</b>								
RBIPPL & Hydroair (JV)	0.08%	7.33	2.94%	35.01	-	-	2.94%	35.01
RBIPPL & SRCC (JV)	-2.33%	-218.32	0.77%	9.23	-	-	0.77%	9.23
RBIPPL & Hive (JV)	-0.17%	-16.37	3.11%	37.12	-	-	3.11%	37.12
RBIPPL & Hydroair (JV)	0.00%	-	0.00%	-	-	-	0.00%	-
RBIPPL and Hive (JV)	0.00%	-	0.00%	-	-	-	0.00%	-
RBIPPL - DEV - MTP JV	0.00%	-	0.00%	-	-	-	0.00%	-
RBIPPL - Hydrotech JV	0.00%	-	3.10%	36.97	-	-	3.10%	36.97
Wani RBIPPL (JV)	0.00%	-	0.00%	0.00	-	-	0.00%	0.00
LNA - R&B JV	0.00%	-	0.00%	-	-	-	0.00%	-
RBIPPL - MT PHAD JV	0.00%	-	0.00%	0.00	-	-	0.00%	0.00
<b>Total</b>	<b>100%</b>	<b>9,373.08</b>	<b>100%</b>	<b>1,192.11</b>			<b>100%</b>	<b>1,192.11</b>
<b>March 31, 2021</b>								
<b>Parent</b>								
R & B Infra Project Limited	102.51%	8,386.25	98.79%	942.26	-	-	98.79%	942.26
<b>Joint Venture</b>								
RBIPPL & Hydroair (JV)	-0.13%	-10.74	-0.51%	-4.86	-	-	-0.51%	-4.86
RBIPPL & SRCC (JV)	-2.38%	-194.56	0.00%	-	-	-	0.00%	-
RBIPPL - Hydrotech JV	0.00%	-	1.28%	12.24	-	-	1.28%	12.24
Wani RBIPPL (JV)	0.00%	-	0.44%	4.17	-	-	0.44%	4.17
RBIPPL - MT PHAD JV	0.00%	-	0.00%	-	-	-	0.00%	-
<b>Total</b>	<b>100%</b>	<b>8,180.96</b>	<b>100%</b>	<b>953.81</b>			<b>100%</b>	<b>953.81</b>
<b>March 31, 2020</b>								
<b>Parent</b>								
R & B Infra Project Limited	101.93%	7,366.92	99.30%	711.93	-	-	99.30%	711.93
<b>Joint Venture</b>								
RBIPPL & Hydroair (JV)	0.06%	4.33	0.00%	-	-	-	0.00%	-
RBIPPL & SRCC (JV)	-1.99%	-144.10	0.70%	5.05	-	-	0.70%	5.05
Wani RBIPPL (JV)	0.00%	-	0.00%	-	-	-	0.00%	-
RBIPPL - MT PHAD JV	0.00%	-	0.00%	-	-	-	0.00%	-
<b>Total</b>	<b>100%</b>	<b>7,227.16</b>	<b>100%</b>	<b>716.98</b>			<b>100%</b>	<b>716.98</b>

**Significant Accounting policies**

1

The accompanying notes from 2 to 49 form an integral part of restated consolidated financial statements.

As per our reports of even date attached.

**For DGMS & Co.**

Chartered Accountants  
Firm Registration No. : 112187W

**Shashank P Doshi**

Partner  
Membership No : 108456  
UDIN: 22108456AWEVIG4596  
Place :Mumbai  
Date : September 22, 2022

For and on behalf of the Board  
**R & B Infra Project Limited**  
CIN:U45200MH2005PLC154006

**Ratansingh Rathore**

Managing Director  
DIN : 01774454  
Place: Mumbai  
Date: September 22, 2022

**Rajkumarsingh Deora**

Director  
DIN : 03330174  
Place: Mumbai  
Date: September 22, 2022

**Avani Nikhil Harikantra**

Company Secretary  
Membership No: 54990  
Place: Mumbai  
Date: September 22, 2022

**Sureshkumar Dargaji Jain**

Chief Financial Officer  
PAN:ADEP10777C  
Place: Mumbai  
Date: September 22, 2022

## Annexure VI - Restated Consolidated statement of Accounting Ratio

The accounting ratios required under Clause 11 of Part A of Schedule VI of the SEBI ICDR Regulations are given below

(Rs. In Lakhs)

### Post-Bonus Issue:

Particulars	Year ended March 31, 2022	Year ended March 31, 2021	Year ended March 31, 2020
Basic earnings per share (in Rupee)	8.08	6.47	4.86
Diluted earnings per share (in Rupee)	8.08	6.47	4.86
Return on Total equity (%)	12.72%	11.66%	9.92%
Net asset value per share (in Rupee)	63.54	55.46	49.00
EBITDA (in Lakhs)	2,598.00	2,618.41	2,201.46

### Pre-Bonus Issue:

(Rs. In Lakhs)

Particulars	Year ended March 31, 2022	Year ended March 31, 2021	Year ended March 31, 2020
Basic earnings per share (in Rupee)	8.08	32.33	24.30
Diluted earnings per share (in Rupee)	8.08	32.33	24.30
Return on Total equity (%)	12.72%	11.66%	9.92%
Net asset value per share (in Rupee)	63.54	277.31	244.98
EBITDA (in Lakhs)	2,598.00	2,618.41	2,201.46

Notes: The ratios have been computed as under:

1. Basic and diluted EPS: Restated profit for the year attributable to equity shareholders of the Company divided by total weighted average number of equity shares outstanding at the end of the year. Basic and diluted EPS are computed in accordance with Ind AS 33 - Earnings per share.
2. Return on Total Equity % = Restated profit for the year divided by Total Equity at the end of the year.
3. Net worth is equal to total equity.
4. Net asset value (per Equity Share) means total equity as restated divided by number of Equity Shares outstanding at the end of the year adjusted for the impact of bonus issue after the end of the year but before the date of filing of this Draft Red Herring Prospectus.
5. EBITDA = EBITDA stands for earnings before interest, taxes, depreciation and amortisation which has been arrived at by adding finance expense, depreciation expense and total tax expense.
6. Accounting and other ratios are derived from the Restated Consolidated Financial Information.

### Reconciliation of return on net worth

(Rs. In Lakhs)

Particulars	Year ended March 31, 2022	Year ended March 31, 2021	Year ended March 31, 2020
Equity share capital (I)	1,475.06	295.01	295.01
Other equity (II)	7,898.02	7,885.95	6,932.14
Total equity (III)=(I+II)	9,373.08	8,180.96	7,227.16
Profit for the year (IV)	1,192.11	953.81	716.98
Return on net worth (IV/(III))	12.72%	11.66%	9.92%

### Reconciliation of return on capital employed

(Rs. In Lakhs)

Particulars	Year ended March 31, 2022	Year ended March 31, 2021	Year ended March 31, 2020
Total equity (I)	9,373.08	8,180.96	7,227.16
EBITDA (II)	2,598.00	2,618.41	2,201.46
Return on capital employed (III=II/I)	27.72%	32.01%	30.46%

### Reconciliation of net asset value per share

(Rs. In Lakhs)

Particulars	Year ended March 31, 2022	Year ended March 31, 2021	Year ended March 31, 2020
Equity share capital (I)	1,475.06	295.01	295.01
Other equity (II)	7,898.02	7,885.95	6,932.14
Total equity (III)=(I+II)	9,373.08	8,180.96	7,227.16
Weighted average number of equity shares for the year (IV)	1,47,50,550	1,47,50,550	1,47,50,550
Net asset value per share* (V= (III)/IV)	63.54	55.46	49.00

### Reconciliation of debt equity ratio

(Rs. In Lakhs)

Particulars	Year ended March 31, 2022	Year ended March 31, 2021	Year ended March 31, 2020
Non-current borrowings (I)	550.25	1,869.77	2,506.47
Current maturities of non-current borrowings (II)	4,365.58	4,875.35	5,250.48
Total borrowings III = (I+II)	4,915.83	6,745.12	7,756.95
Equity share capital (IV)	1,475.06	295.01	295.01
Other equity (V)	7,898.02	7,885.95	6,932.14
Total equity (VI)=(IV+V)	9,373.08	8,180.96	7,227.16
Debt equity ratio (VII=III/VI)	0.52	0.82	1.07

In accordance with the SEBI ICDR Regulations the audited financial statements of the Company for the financial year ended March 31, 2022, March 31, 2021 and March 31, 2020 (collectively, the "Audited Financial Statements") are available on our website at [www.rathoregroup.co.in](http://www.rathoregroup.co.in) There are no material subsidiaries & joint ventures of the Company as at March 31, 2022, March 31, 2021 and March 31, 2020.

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 or recommendation or solicitation 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 for subscription to or purchase of any securities of our Company and should not be relied upon or used as a basis for any investment decision.

## **OTHER FINANCIAL INFORMATION**

In accordance with the SEBI ICDR Regulations, the audited standalone financial statements of the Company as at and for the year ended March 31, 2022, March 31, 2021 and March 31, 2020 and the reports thereon are available at [www.rathoregroup.co](http://www.rathoregroup.co) There are no material joint ventures of the Company as at March 31, 2022, March 31, 2021 and March 31, 2020.

The Company is providing a link to this website solely to comply with the requirements specified under the SEBI ICDR Regulations. The Standalone Financial Statements do not constitute, (i) a part of this Draft Red Herring Prospectus; or (ii) a part of the Red Herring Prospectus; or (iii) 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, 2013, the SEBI ICDR Regulations, or any other applicable law in India or elsewhere in the world. The Standalone Financial Statements should not be considered as part of information that any investor should consider to subscribe for or purchase any securities of our Company, or any entity in which it or its shareholders have significant influence (collectively, the “Group”) and should not be relied upon or used as a basis for any investment decision. None of the Group or any of its advisors, nor any Lead Manager or Selling Shareholder, nor any of their respective employees, directors, affiliates, agents or representatives accept any liability whatsoever for any loss, direct or indirect, arising from any information presented or contained in the Standalone Financial Statements, or the opinions expressed therein.

### CAPITALISATION STATEMENT

The following table sets forth the Company's capitalization as at March 31, 2022, derived from our Restated Consolidated Financial Statements, and as adjusted for the Issue. This table should be read in conjunction with the our Restated Consolidated Financial Statement dated September 22, 2022

(₹ in Lakhs)

Particulars	Pre Issue as at March 31, 2022	As adjusted for the proposed issue*
<b>Borrowings</b>		
Current Borrowings (including Current maturity of the long-term borrowings)	4,365.58	[•]
Non-current borrowings (A)	550.25	[•]
<b>Total Borrowings (B)</b>	<b>4,915.83</b>	<b>[•]</b>
<b>Equity</b>		
Equity share capital	1,475.06	[•]
Other Equity	7,898.02	[•]
<b>Total Equity (C)</b>	<b>9,373.08</b>	<b>[•]</b>
<b>Non-current borrowings (A) / Total Equity (C)</b>	0.06	[•]
<b>Total Borrowings (B) / Total Equity (C)</b>	0.52	[•]

*\*The corresponding post IPO capitalization data for each of the amounts given in the above table is not determinable at this stage pending the completion of the Book Building process and hence the same have not been provided in the above statement*

## MANAGEMENT DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATION

*You should read the following discussion and analysis of financial condition and results of operations together with our financial statements included in this Draft Red Herring Prospectus. The following discussion relates to our Company and is based on our restated financial statements. Our financial statements have been prepared in accordance with Ind-AS and other applicable provisions of the Companies Act.*

*Note: Statement in the Management Discussion and Analysis Report describing our objectives, outlook, estimates, expectations or prediction may be "Forward looking statement" within the meaning of applicable securities laws and regulations. Actual results could differ materially from those expressed or implied. Important factors that could make a difference to our operations include, among others, economic conditions affecting demand/supply and price conditions in domestic and overseas market in which we operate, changes in Government Regulations, Tax Laws and other Statutes and incidental factors.*

### OVERVIEW

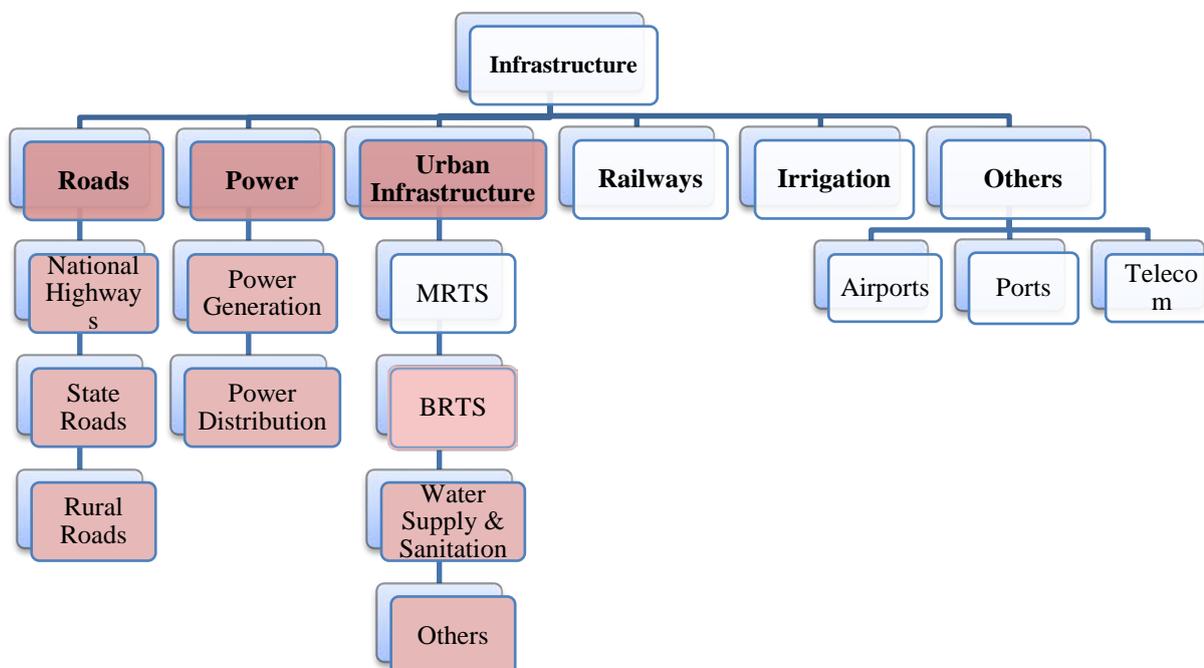
#### Industry Overview

##### Infrastructure sector in India

Infrastructure sector is a key driver for the Indian economy. The sector is highly responsible for propelling India's overall development and enjoys intense focus from Government for initiating policies that would ensure time-bound creation of world class infrastructure in the country.

Infrastructure is the back bone for any economy. The extent and quality of infrastructure determines the ability of the country to utilize its comparative advantage and enable cost competitiveness. Given the strong backward and forward linkages and the positive externalities that infrastructure generates, it can be a vehicle for social and economic transformation.

The infrastructure sector encompasses roads, power, urban infrastructure, railways and irrigation among others. The sheer size and magnitude of major infrastructure development projects dictate substantial capital investment. Below chart presents the segment-wise bifurcation of infrastructure sector:



## Business Overview

We are an integrated Engineering, Procurement and Construction (“EPC”) company with an experience of more than two decades in design, project management services and diverse engineering works in India. We are registered as a Civil - Class I-A contractor for MCGM and Central Public Works Department with unlimited bidding rights for its civil works. We are also registered as a Class AA Registration contractor for Roads & Building Department – Gujarat.

We are ISO 9001: 2015 certified for Quality Management Systems, which we apply to the design, development, engineering, procurement and construction of projects, ISO 27001:2013 for Information Security Management Systems, ISO 20000-1:2011 for Information Technology Management System.

Our total order book as on August 31, 2022 stood at ₹ 1,25,629.92 Lakhs consisting of 31 projects.

Since commencing our business in 2005, we have serviced a diverse range of construction and infrastructure projects and services in sectors such as water supply, solid waste management, road construction, canals, sewerage operation, building construction etc. We have been awarded projects by various government / semi-government bodies such as State of Maharashtra – Public Works Department (PWD), Maharashtra State Road Development Corporation (MSRDC), Mumbai Metropolitan Region Development Authority (MMRDA), Maharashtra Rural Road Development Association (MRRDA), Maharashtra State Road Transport Corporation (MSRTC), State of Maharashtra - Water Resources Department, Pune Municipal Corporation (PMC), Pimpri-Chinchwad Municipal Corporation (PCMC), Pimpri-Chinchwad New Town Development Authority (PCNTDA), other local bodies in Maharashtra.

Our Company is the flagship company of the Rathore Group; the group was founded by our promoter, Ratansingh Rathore in the year 1994 having an experience of more than 25 years in the same line of business and has been instrumental in driving the growth and business strategies of our Company. For further information, please refer to section titled “Our Promoters and Promoter Group” beginning on page no. 149 of this Draft Red Herring Prospectus.

### **Our EPC operations are broadly divided into servicing these three sectors:**

**Power**

**Road**

**Urban Infrastructure**

We have executed 45 projects since incorporation, out of which we have constructed 2 in Power Sector, 10 in Road Sector and 33 in Urban Infrastructure Sector with an aggregate value of ₹ 1,05,427.68 Lakhs.

### **Significant Developments after March 31, 2022 that may affect our Future Results of Operations**

Except as mentioned in Risk Factors, there are no significant developments which affect the future results of operations. However, there is incorporation of a project specific joint venture which would affect our future revenue from operations. For further information please refer to section titled “Our Joint Ventures” beginning on page no. 129 of this Draft Red Herring Prospectus.

### **Impact of COVID-19**

The outbreak of COVID-19 was declared a pandemic by the World Health Organization on March 11, 2020. The GoI initiated a nation-wide lockdown from March 24, 2020 that lasted until May 31, 2020 and has been extended periodically by varying degrees by state governments and local administrations. Although the nationwide lockdown was lifted on June 1, 2020, restrictions on non-essential activities and travel were imposed in multiple states across specific districts that were witnessing increases in COVID-19 cases. The second wave of COVID-19 infections impacted India in April, May and June 2021. The second wave resulted in significant strain on the health infrastructure in the country resulting in several states announcing lockdown measures. The second wave also resulted in a large part of the population working from home and implementing social distancing measures. In June 2021, the COVID-19 reported cases from the second wave declined and the GoI and state governments started gradually easing some of the strict precautionary measures.

Our on-going projects and related works were impacted during the lockdowns and movement restrictions during April and May 2020 as explained above. Our Company has responded swiftly by implementing various processes to ensure our operations continue seamlessly.

As we are in the infrastructure industry, which was determined by the Government of India to be essential which allowed us to continue our operations during the nationwide lockdown. However, restrictions on manpower movement during the lockdown impacted our operations and capacity expansion projects, as well as increased our operation costs. We implemented health and safety measures as per the required norms. Our majority project sites, therefore, continued to operate normally during the first and second waves of COVID-19 infections except for the months stated above.

## **FACTORS AFFECTING OUR RESULT OF OPERATIONS**

Our business is subject to various risks and uncertainties, including those discussed in the section titled “*Risk Factors*” on page no.24 of this Draft Red Herring Prospectus.

Among various other factors that affect our financial results and operations for a given financial year, some key factors are as follows:

### ***General economic and market conditions in India and globally***

Our business is highly dependent on economic and political conditions in India and other countries. General economic and political conditions in India and globally that affect the commodities market may have a material adverse effect on our business which include macroeconomic policies, industry-specific trends, legislation and regulations, upward and downward trends in the market, consumer confidence etc. Moreover, market conditions may change rapidly due to any adverse economic and political conditions and we may not be able to respond to such changes in a timely manner, or at all. Any adverse impact of general economic or political conditions could materially adversely affect our business, financial condition, cash flows, results of operations and prospects.

### ***Revenue Generation***

We earn our revenue from providing construction and contractor services to various government and private customers, ranging from waste management to infrastructure development. Our revenues also include trading of building materials which are sold to other construction companies and contractors.

Since commencing our business in 2005, we have serviced a diverse range of construction and infrastructure projects and services in sectors such as water supply, solid waste management, road construction, canals, sewerage operation, building construction etc. We have been awarded projects by various government / semi-government bodies such as State of Maharashtra – Public Works Department (PWD), Maharashtra State Road Development Corporation (MSRDC), Mumbai Metropolitan Region Development Authority (MMRDA), Maharashtra Rural Road Development Association (MRRDA), Maharashtra State Road Transport Corporation (MSRTC), State of Maharashtra - Water Resources Department, Pune Municipal Corporation (PMC), Pimpri-Chinchwad Municipal Corporation (PCMC), Pimpri-Chinchwad New Town Development Authority (PCNTDA), other local bodies in Maharashtra.

### ***Market Conditions and Terms of our Contract / Sub-Contract Agreements***

Some of our On-going projects are as sub-contractors while some are as a direct contractor from private players and government authorities. The agreement confers the rights on us to construct and service the said project either for a fixed fee or on a profit sharing basis. Such project involves following the drawing plans, architecture designs, timelines, material quality, end finishing of the structure, etc to be followed strictly as provided by the principle employer or our customer. Though we are generally empowered to make practical operating decisions for development of the project, we may be required to make certain decisions in consultation with our primary contractors, principle employers, government agencies involved and / or regulatory authorities. These arrangements may limit our flexibility to make certain decisions in relation to the projects. In the event of any delay in the completion of the project within the envisaged time frame, we may be required to indemnify and compensate the employers or contractors with whom we have entered into an agreement with. Any disputes that may arise between us and the parties involved in the agreement may cause delay in completion, suspension or complete abandonment of the projects we undertake. This may have a material adverse effect on our business operations, financial condition and reputation.

### ***Our ability to successfully implement its strategy and its growth and expansion plans***

We have experienced a steady growth in recent years and expect our businesses to continue to grow significantly. Our future growth is subject to risks arising from a rapid increase in order volume, and inability to retain and recruit skilled staff. Although, we plan to continue to expand our scale of operations through organic growth or investments in other

entities, we may not grow at a rate comparable to our growth rate in the past, either in terms of income or profit or work quality. Our future growth may place significant demands on our management and operations and require us to continuously evolve and improve our financial, operational and other internal controls within our Company. In particular, continued expansion may pose challenges in:

- maintaining high levels of project control and management, and client satisfaction;
- recruiting, training and retaining sufficient skilled management, technical and bidding personnel;
- developing and improving our internal administrative infrastructure, particularly our financial, operational, communications, internal control and other internal systems;
- making accurate assessments of the resources we will require;
- adhering to the standards of health, safety and environment and quality and process execution to meet clients' expectations;
- operating in jurisdictions and business segments where we have limited experience;
- preserving a uniform culture, values and work environment;
- strengthening internal control and ensuring compliance with legal and contractual obligations;
- managing relationships with clients, suppliers, contractors, investors, lenders and service providers; and
- supporting infrastructure such as IT and HR management systems.

If we are not successful in managing our growth, our business may be disrupted and profitability may be reduced. Our business, prospects, financial condition and results of operations may be adversely affected.

### ***Competition***

The EPC industry in India is fragmented and highly competitive. We expect to face increased competition from large domestic infrastructure development companies. We compete for obtaining projects from government authorities and private players through direct tenders or on sub-contract basis. We are able to distinguish ourselves from our competitors on the basis of our strong presence in various states, our established reputation, the quality of our design and construction, and the location of our projects.

We also expect further competition from large infrastructure and construction companies, for whom we were earlier working as a sub-contractor. We will compete in terms of various eligibility criteria of different tender bids which several large developers are already well equipped. Our challenge will be to establish our Company's reputation and eligibility for direct contracts from the clients.

Though we have undertaken some projects in other parts of India, we presently compete mainly in the state of Maharashtra, with various regional infrastructure companies. As we may expand our business activities to include commercial construction and infrastructure development in other parts of India, we may experience competition in the future from local infrastructure developers with significant operations elsewhere in India and also from companies having nation-wide presence.

### **Nature of Operations**

R&B Infra Project Ltd.(the Company) is a company limited by shares domiciled in India, incorporated under the provisions of Companies Act, 2013. Its registered office is situated at B-1, Neela Apartment, Opposite Mandpeshwar Ind. Estate, S.V.P Road, Borivali(W), Mumbai-400092.

The Company is engaged in Business of developers, builders, contractors developers, construction, erectors of building, houses apartment, structure for residential offices, industrial, institutional or commercial use, as developers of housing scheme, township, holiday resorts hotels and in particulars in preparing of building sites, construction, repairing, erecting, altering, improving, enlarging, developing, decorating, furnishing and maintaining of structure, flats, houses and also carry the work of building erecting and constructing structures, building, houses or shed including RCC works and other fixture on lands and/or building, to convert and appropriate such land in to and for roads, street, squares, gardens and other convenience and to make build or construct surface metal or otherwise repair roads and carry on business of builders, constructors, contractors and road repairers and of laying out, designing, constructing or building of all kinds of dams, bands, canals, bridges, ports, Skywalk projects, and irrigation works including building and construction of power houses or power stations.

The Financial statements were approved for issuance by the Company's Director.

### **Basis of Preparation of Consolidation Financial Statement**

The Financial Statements are prepared in accordance with Indian Accounting Standards (Ind AS) notified under Section 133 of the Companies Act, 2013 read with Companies (Indian Accounting Standards) Rules, 2015 as amended. The Company has complied with the roadmap notified by the Ministry of “Corporate Affairs” (MCA) to implement Ind AS.

The consolidated financial statements include the financial statements of the group companies, the same have been prepared on the following basis:

- i) The financial statements of the company and its joint venture are combined on proportionate capital method using line by line values by adding together like items of assets, liabilities, income, expenses, and cash flows after eliminating material intra-group balances and intra-group transactions.
- ii) The carrying amount of parent's investment in each joint venture and parent's portion of capital of each joint venture is offset.

The Financial Statement have been prepared under historical cost convention basis except the following assets and liabilities which have been measured at fair value or revalued amounts.

1. Certain Financial instruments measured at fair value through other comprehensive income (FVTOCI);
2. Certain Financial instruments measured at fair value through Profit and Loss (FVTPL);
3. Defined Benefit Plan asset measured at fair value;

The functional and presentation currency of the company is Indian rupees. This financial statement is presented in Indian rupees. Due to rounding off, the numbers presented throughout the document may not add up precisely to the totals and percentages may not precisely reflect the absolute figures.

#### **Use of estimates**

The presentation of the financial statements are in conformity with the Ind AS which requires the management to make estimates, judgments and assumptions that affect the reported amounts of assets and liabilities, revenues and expenses and disclosure of contingent liabilities. Such estimates and assumptions are based on management's evaluation of relevant facts and circumstances as on the date of financial statements. The actual outcome may differ from these estimates.

Estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to the accounting estimates are recognized in the period in which the estimates are revised and in any future periods affected.

This note provides an overview of the areas that involved a higher degree of judgment or complexity, and of items which are more likely to be materially adjusted due to estimates and assumptions turning out to be different than those originally assessed. Detailed information about each of these estimates and judgments is included in relevant notes together with information about the basis of calculation for each affected line item in the Financial Statements.

#### **Current versus Non-Current classification**

All assets and liabilities have been classified as Current or Non Current as per the Company's normal operation cycle i.e. twelve months and other criteria set out in the Schedule III of the Act.

#### **Property, Plant and Equipment (PP&E)**

An item of property, plant and equipment that qualifies for recognition as an asset shall be measured at its cost. Cost comprises of the purchase price and any attributable / allocable cost of bringing the asset to its working condition for its intended use. Cost also includes direct cost and other related incidental expenses.

When significant components of property, plant and equipment are required to be replaced at intervals, recognition is made for such replacement of components as individual assets with specific useful life and depreciation if these components are initially recognized as separate asset. All other repair and maintenance costs are recognized in the statement of profit and loss as incurred.

An item of Property, Plant and Equipment is derecognized upon disposal or when no future economic benefits are expected to arise from the continued use of the asset.

Type of Asset	Estimated useful life
Buildings/Office Premises	60 years
Air Conditioner	5 years
Furniture & Fittings	10 years
Office Equipments	5 years

Gains or losses arising on the disposal of property, plant and equipment are determined as the difference between the disposal proceeds and the carrying amount of the assets and are recognized in the statement of profit and loss within 'other income' or 'other expenses' respectively.

#### **Impairment of non-financial assets**

At each reporting date, the Company assesses whether there is any indication based on internal /external factors, that an asset may be impaired. If any such indication exists, the Company estimates the recoverable amount of the asset. If such recoverable amount of the asset or the recoverable amount of the cash generating unit to which the asset belongs is less than its carrying amount, the carrying amount is reduced to its recoverable amount and the reduction is treated as an impairment loss and is recognized in the statement of profit and loss. All assets are subsequently reassessed for indications that an impairment loss previously recognized may no longer exist. An impairment loss is reversed if the asset's or cash-generating unit's recoverable amount exceeds its carrying amount.

#### **Investments**

Investments in firm and other investments of long term nature are of Shares and Debentures are carried at cost in the financial statements. Provision for diminution is made, if of permanent nature.

None of the investments are classified as current investments. All other investments are property and covered in Investment property head.

#### **Inventories**

Items of Inventory are measured at lower of the cost and Net Realizable value. Cost of inventory comprises of cost of purchase and other cost incurred to acquire it.

The cost formula used for this purpose is first in first out (FIFO) method and includes direct cost incurred in bringing the items of inventory to their present location and condition.

#### **Cash and cash equivalents**

Cash and Cash Equivalents comprise cash and deposits with banks. The Company considers all highly liquid investments with a remaining maturity at the date of purchase of three months or less and that are readily convertible to known amounts of cash to be cash equivalents.

For the purpose of presentation in the statement of cash flows, cash and cash equivalents includes cash on hand, deposits held at call with financial institutions and other short term, highly liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value.

#### **Provisions**

Provisions are recognized when the Company has a present obligation (legal or constructive) as a result of a past event, it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation and a reliable estimate can be made of the amount of the obligation. The expense relating to a provision is presented in the Statement of Profit and Loss net of any reimbursement. Provisions are not recognized for future operating losses.

Provisions are measured at the present value of management's best estimate of the expenditure required to settle the present obligation at the end of the reporting period. The discount rate used to determine the present value is a pre-tax rate that reflects current market assessments of the time value of money and the risks specific to the liability.

## Contingent Liabilities

Provisions are recognized when the Company has a present obligation (legal or constructive) as a result of a past event, it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation and a reliable estimate can be made of the amount of the obligation. When the Company expects some or all of a provision to be reimbursed, for example, under an insurance contract, the reimbursement is recognized as a separate asset, but only when the reimbursement is virtually certain. The expense relating to a provision is presented in the statement of profit and loss net of any reimbursement. If the effect of the time value of money is material, provisions are discounted using a current pre-tax rate that reflects, when appropriate, the risks specific to the liability. When discounting is used, the increase in the provision due to the passage of time is recognized as a finance cost.

Contingent liability is disclosed in the case of: -

- a present obligation arising from past events, when it is not probable that an outflow of resources will be required to settle the obligation
- a present obligation arising from past events, when no reliable estimate is possible - a possible obligation arising from past events, unless the probability of outflow of resources is remote.

## Financial assets & liabilities

### Financial Assets

The classification depends on the Company's business model for managing the financial assets and the contractual terms of the cash flows. For assets measured at fair value, gains and losses will either be recorded in profit or loss or other comprehensive income.

For investments in equity instruments, this will depend on whether the Company has made an irrevocable election at the time of initial recognition to account for the equity investment at fair value through other comprehensive income.

### Initial recognition and measurement

Financial assets are recognized when the Company becomes a party to the contractual provisions of the instrument. Financial assets are recognized initially at fair value plus, in the case of financial assets not recorded at fair value through profit or loss, transaction costs that are attributable to the acquisition of the financial asset. Transaction costs of financial assets carried at fair value through profit or loss are expensed in the Statement of Profit and Loss.

## RESULTS OF OPERATIONS

(₹ in Lakhs)

Particulars	For the year ended					
	Year ended March 2022	ended 31, % of Total Income	Year ended March 31, 2021	% of Total Income	Year ended March 31, 2020	% of Total Income
<b>Income</b>						
Revenue from Operations	21,272.26	98.85%	18,497.75	99.08%	15,312.84	97.95%
Other Income	246.70	1.15%	172.70	0.92%	320.57	2.05%
<b>Total Revenue (A)</b>	<b>21,518.95</b>	<b>100.00%</b>	<b>18,670.45</b>	<b>100.00%</b>	<b>15,633.41</b>	<b>100.00%</b>
<b>Expenses</b>						
Purchase of raw materials	2,036.84	9.47%	3,523.89	18.87%	5,587.79	35.74%
Changes in inventories	3,020.07	14.03%	907.31	4.86%	-1,293.19	-8.27%
Employee benefits expense	2,239.12	10.41%	2,409.63	12.91%	2,151.14	13.76%
Finance costs	578.68	2.69%	889.41	4.76%	816.57	5.22%
Other expenses	11,624.92		9,211.20		6,986.21	
Depreciation and amortization expenses	415.61	1.93%	408.27	2.19%	391.37	2.50%

Particulars	For the year ended					
	Year ended March 31, 2022	% of Total Income	Year ended March 31, 2021	% of Total Income	Year ended March 31, 2020	% of Total Income
Total Expenses (B)	<b>19,915.24</b>	<b>92.55%</b>	<b>17,349.72</b>	<b>92.93%</b>	<b>14,639.89</b>	<b>93.64%</b>
<b>Profit Before Tax [C = (A-B)]</b>	<b>1,603.72</b>	<b>7.45%</b>	<b>1,320.73</b>	<b>7.07%</b>	<b>993.52</b>	<b>6.36%</b>
Less: Tax Expense:						
Current Tax	398.68	1.85%	355.48	1.90%	276.53	1.77%
Tax expense relating to prior years	-	0.00%	-		-	
Deferred tax charge / (credit)	12.93	0.06%	11.44	0.06%	-	0.00%
<b>Total (D)</b>	<b>411.61</b>	<b>1.91%</b>	<b>366.92</b>	<b>0.00%</b>	<b>276.53</b>	<b>1.77%</b>
<b>Profit After Tax (C-D)</b>	<b>1,192.11</b>	<b>5.54%</b>	<b>953.81</b>	<b>7.07%</b>	<b>716.98</b>	<b>4.59%</b>

### *Main Components of our Profit and Loss Account*

#### **Income**

Our total income comprises of revenue from operations and other income.

#### *Revenue from Operations*

Our revenue from operations as a percentage of total income were 97.95%, 99.08% and 98.85% respectively, for fiscals March 31, 2022, March 31, 2021 and March 31, 2020.

#### *Other Income*

Our other income comprises of interest income. Other income, as a percentage of total income was 2.05%, 0.92% and 1.15% for fiscals ended March 31, 2022, March 31, 2021 and March 31, 2020.

#### **Expenditure**

Our total expenditure primarily consists of Purchase of Raw materials, Changes in Inventory, Employee Benefit Expenses, Finance Cost, Depreciation & Amortization Expenses and Other Expenses.

#### *Cost of Material Consumed & Purchases of stock in trade*

Purchase of Materials & stock in trade is primarily purchases and inventory of materials used in building and servicing the infrastructure projects.

#### *Employee Benefit Expenses*

Expenses in relation to employee's remuneration and benefits include salaries, bonus, contribution to provident fund, Director Remuneration and staff welfare expenses etc.

#### *Finance costs*

Finance cost primarily consists of Interest on financial liabilities carried at amortised cost on borrowings from bank and processing and bank charges.

#### *Depreciation and Amortization Expenses*

Depreciation and Amortization Expenses consist of depreciation on the Tangible assets of our Company which primarily includes building, plant & machinery, office equipment, furniture and fixture and vehicles etc.

### **Other Expenses**

Other expenses consist of sub-contract charges, transport & labour charges, business promotion expenses, CSR expenses, insurance expenses, legal and professional fees, rent rates & taxes, repairs & maintenances, vehicle expenses etc.

### **Provision for Tax**

The provision for current taxation is computed in accordance with relevant tax regulation. Deferred tax is recognized on timing differences between the accounting and the taxable income for the year and quantified using the tax rates and laws enacted or subsequently enacted as on balance sheet date. Deferred tax assets are recognized and carried forward to the extent that there is a virtual certainty that sufficient future taxable income will be available against which such deferred tax assets can be realized in future.

### **Fiscal 2022 compared with fiscal 2021**

In fiscal 2022, our Revenue from Operations increased by ₹ 2,774.50 lakhs or 15.00 %, from ₹ 18,497.75 lakhs in fiscal 2021 to ₹ 21,272.26 lakhs in fiscal 2022. The increase in the year 2022 was due to increase in the contract receipts.

Other income increased by ₹ 74.00 lakhs or 42.85 %, from ₹ 172.70 lakhs in fiscal 2021 to ₹ 246.70 lakhs in fiscal 2022. The increase was due to a write off of sundry creditor.

### **Purchase of Materials / Purchase of Stock in Trade**

Purchases of material decreased by ₹ 1,487.05 lakhs or (42.20) %, from ₹ 3,523.89 lakhs in fiscal 2021 to ₹ 2036.84 lakhs in fiscal 2022 due to decrease in purchase of materials.

### **Employee Benefit Expenses**

Our Employee benefit cost decreased by ₹ 170.52 lakhs or (7.08) %, from ₹ 2,409.63 lakhs in fiscal 2021 to ₹ 2,239.12 lakhs in fiscal 2022. This decrease was mainly due to Internal restructuring of roles and responsibilities

### **Financial Cost**

Finance cost decreased by ₹ 310.73 lakhs or (34.94) %, from ₹ 889.41 lakhs in fiscal 2021 to ₹ 578.68 lakhs in fiscal 2022. The decrease was mainly due to decrease in Interest on financial liabilities carried at amortised cost.

### **Depreciation Expenses**

Depreciation expenses increased by ₹ 7.34 lakhs or (1.80) %, from ₹ 408.27 lakhs in fiscal 2021 to ₹ 415.61 lakhs in fiscal 2022. This increase was on majorly on account of increase in depreciation and amortization of assets.

### **Other Expenses**

Other expenses increased by ₹ 2,413.72 lakhs or (45.41) %, from ₹ 9,211.20 lakhs in fiscal 2021 to ₹ 11,624.92 lakhs in Fiscal 2022. The increase was majorly due to increase in sub-contract charges, legal & professional fees, vehicle expenses etc.

### **Profit/ (Loss) before Tax**

The increase in revenue has led to increase in our Profit/ (Loss) before tax by ₹ 282.99 lakhs or 21.43 % from ₹ 1,320.73 lakhs in fiscal 2021 to ₹ 1603.72 lakhs in fiscal 2022.

### **Tax Expense**

Tax expenses increased from ₹ 366.92 lakhs in Fiscal 2021 to ₹ 411.61 lakhs in Fiscal 2022 due to increase in income.

### **Profit/ (Loss) after Tax**

After accounting for taxes at applicable rates, our Profit after Tax increased by ₹ 238.30 lakhs or 24.98 %, from ₹ 953.81 lakhs in fiscal 2021 to ₹ 1,192.11 lakhs in fiscal 2022.

### **Fiscal 2021 compared with fiscal 2020**

In fiscal 2021, our Revenue from Operations increased by ₹ 3,184.91 lakhs or 20.80 %, from ₹ 15,312.84 lakhs in fiscal 2020 to ₹ 18,497.75 lakhs in fiscal 2021. The increase in the year 2021 was due to increase in the contract receipts.

Other income decreased by ₹ 147.87 lakhs or 46.13 %, from ₹ 320.57 lakhs in fiscal 2020 to ₹ 172.70 lakhs in fiscal 2021.

### **Purchase of Materials / Purchase of Stock in Trade**

Purchases of material decreased by ₹ 2,063.89 lakhs or (36.94) %, from ₹ 5,587.79 lakhs in fiscal 2020 to ₹ 3,523.89 lakhs in fiscal 2021 due to decrease in purchase of materials.

### **Employee Benefit Expenses**

Our Employee benefit cost increased by ₹ 258.49 lakhs or (12.02) %, from ₹ 2,151.14 lakhs in fiscal 2020 to ₹ 2,409.63 lakhs in fiscal 2021. This increase was mainly due to Internal restructuring of roles and responsibilities.

### **Financial Cost**

Finance cost increased by ₹ 72.84 lakhs or (8.92) %, from ₹ 816.57 lakhs in fiscal 2020 to ₹ 889.41 lakhs in fiscal 2021. The increase was mainly due to increase in Interest on financial liabilities carried at amortised cost and Interest on Late Payment.

### **Depreciation Expenses**

Depreciation expenses increased by ₹ 16.90 lakhs or (4.32) %, from ₹ 391.37 lakhs in fiscal 2020 to ₹ 408.27 lakhs in fiscal 2021. This increase was on majorly on account of increase in depreciation and amortization of assets.

### **Other Expenses**

Other expenses increased by ₹ 2,224.99 lakhs or (31.85) %, from ₹ 6,986.21 lakhs in fiscal 2020 to ₹ 9,211.20 lakhs in Fiscal 2021. The increase was majorly due to increase in sub-contract charges, business promotion expenses, CSR expenses, legal & professional fees, repairs & maintenance etc.

### **Profit/ (Loss) before Tax**

The increase in revenue has led to increase in our Profit/ (Loss) before tax by ₹ 327.21 lakhs or 32.93 % from ₹ 993.52 lakhs in fiscal 2020 to ₹ 1,320.73 lakhs in fiscal 2021.

### **Tax Expense**

Tax expenses increased from ₹ 276.53 lakhs in Fiscal 2020 to ₹ 366.92 lakhs in Fiscal 2021 due to increase in profits.

### **Profit/ (Loss) after Tax**

After accounting for taxes at applicable rates, our Profit after Tax increased by ₹ 36.82 lakhs or 33.03 %, from ₹ 716.98 lakhs in fiscal 2020 to ₹ 953.81 lakhs in fiscal 2021.

### **Cash Flows**

(₹ in lakhs)

<b>Particulars</b>	<b>Year ended March 31, 2022</b>	<b>Year ended March 31, 2021</b>	<b>Year ended March 31, 2020</b>
Net Cash from Operating Activities	<b>3,113.07</b>	<b>2,031.43</b>	<b>954.02</b>
Net Cash from Investing Activities	<b>(492.43)</b>	<b>182.02</b>	<b>(504.16)</b>
Net Cash used in Financing Activities	<b>(1,898.19)</b>	<b>(2,337.52)</b>	<b>(425.27)</b>

### ***Cash Flows from Operating Activities***

Net cash from operating activities in fiscal 2022 was ₹ 3,113.07 lakhs as compared to the PBT of ₹ 1,603.72 lakhs for the same period. This difference is primarily on account of changes in other current assets, inventories and other current liabilities.

Net cash from operating activities in fiscal 2021 was ₹ 2031.43 lakhs as compared to the PBT of ₹ 1,320.73 lakhs for the same period. This difference is primarily on account of adjustments in interest expenses, changes in inventories, changes in other financial liabilities and other current liabilities.

Net cash from operating activities in fiscal 2020 was ₹ 954.02 lakhs as compared to the PBT of ₹ 993.52 lakhs for the same period. This difference is primarily on account of adjustments for depreciation & interest expenses of non operating nature, changes in other financial assets, changes in other financial liabilities and changes in trade receivables.

### ***Cash Flows from Investment Activities***

In fiscal 2022, the net cash invested in Investing Activities was negative ₹ 492.43 lakhs. This was majorly on account of purchase of fixed assets and financial investments.

In fiscal 2021, the net cash from Investing Activities was ₹ 182.02 lakhs. This was majorly on account of sales of financial investments, and interest received from investing activities.

In fiscal 2020, the net cash invested in Investing Activities was negative ₹ 504.16 lakhs. This was majorly on account of purchase of fixed assets and financial investments.

### ***Cash Flows from Financing Activities***

Net cash from financing activities in fiscal 2022 was negative ₹ 1,898.19 lakhs. This was majorly on account of repayment of long term borrowings and payment of interest.

Net cash from financing activities in fiscal 2021 was negative ₹ 2,337.52 lakhs. This was majorly on account of repayment of long term borrowings and payment of interest.

Net cash from financing activities in fiscal 2020 was negative ₹ 425.27 lakhs. This was majorly on account of payment of interest.

### **Contingent Liabilities**

The following table sets forth our contingent liabilities as of March 31, 2022:

(₹ in lakhs)

<b>Particulars</b>	<b>Year ended March 31, 2022</b>
Bank guarantees towards bids/tenders/authorities/etc	2,260.31
The GST Investigation Wing has blocked the input tax credit	86.87

### **OTHER MATTERS**

#### **1. Unusual or in frequent events or transactions**

Except as described in this Draft Red Herring Prospectus, during the periods under review there have been no transactions or events, which in our best judgment, would be considered unusual or infrequent.

#### **2. Significant economic changes that materially affected or are likely to affect income from continuing Operations**

Other than as described in the Section titled “Financial Information” and chapter titled “Management’s Discussion and Analysis of Financial Conditions and Results of Operations”, beginning on pages no. 156 and 189 respectively of this Draft Red Herring Prospectus, to our knowledge there are no significant economic changes that materially affected or are likely to affect income from continuing Operations.

**3. Known trends or uncertainties that have had or are expected to have a material adverse impact on revenue or income from continuing operations**

Other than as described in the chapter titled “*Risk Factors*” and “*Management’s Discussion and Analysis of Financial Conditions and Result of Operations*”, beginning on page no 24 and 189 respectively of this Draft Red Herring Prospectus respectively, best to our knowledge there are no known trends or uncertainties that have or had or are expected to have a material adverse impact on revenues or income of our company from continuing operations.

**4. Future relationship between Costs and Income**

Other than as described in the chapter titled “*Risk Factors*” beginning on page no 24 of this Draft Red Herring Prospectus, best to our knowledge there are no factors, which will affect the future relationship between costs and income or which are expected to have a material adverse impact on our operations and finances.

**5. The extent to which material increases in revenue or income from operations are due to increased volume, introduction of new products or services or increased prices**

Increases in revenues are by and large linked to increases in volume of business activity carried out by the Company and introduction of new services in the market.

**6. New Products and Business Segment**

Except as disclosed in this Draft Red Herring Prospectus, we have not publicly announced any new products or business segments. For details of new products, please refer to “*Our Business*” on page no. 102 of this Draft Red Herring Prospectus.

**7. The extent to which the business is seasonal.**

Our business is not seasonal in nature.

**8. Any significant dependence on single or few suppliers or customers**

The business of the group is not dependent on any single customer or supplier and thereby we have assessed no significant dependence on any stake holder. For further details, please refer chapter “*Risk Factors*” beginning on page no. 24 of this Draft Red Herring Prospectus.

**9. Competition Conditions**

We operate in a competitive atmosphere. Our competition varies by market, geographic areas and type of product. Our Company faces stiff competition from domestic as well as global market. Some of our competitors may have greater resources than those available to us. See sections, “*Our Business*”, “*Industry Overview*”, “*Risk Factors*” on page nos.102,85 and 24 respectively of this Draft Red Herring Prospectus

**10. Significant Developments after March 31, 2022 that may affect our future results of operations**

Except as mentioned in *Risk Factors* & “*Management’s Discussion and Analysis of Financial Conditions and Result of Operations*” on page nos. 24 and 189 , there have been no events or circumstances since the date of the last financial statements as disclosed in the Prospectus which materially or adversely affect or is likely to affect the profitability of our Company, or the value of our assets, or our ability to pay liabilities within next twelve months.

## FINANCIAL INDEBTEDNESS

The Company avails loan and financing facilities in the ordinary course of business for meeting working capital and business requirements.

The details of the indebtedness of the Company as on March 31, 2022 is provided below:

(₹ in Lakhs)

Nature of Borrowings	March 31, 2022
Secured Borrowings (fund based)	4,803.79
Unsecured Borrowings	112.04
<b>Total</b>	<b>4,915.83</b>

### Working Capital Facilities:

Particulars	Amount Sanctioned (₹ In Lakhs)	Amount Outstanding as on March 31, 2022 (₹ in Lakhs)	Interest rate	Sanction/ Renewable letter date	Tenor	Security
Bharat Co-operative Bank (Mumbai) Ltd	4,050.00	3,458.73	10.30%	November 16, 2021	C/C renewable yearly	Note 1
Kotak Mahindra Bank	1,000.00	163.64	Repo- 3M+3.00%	April 08,2022	C/C renewable yearly	Note 2

Note 1: Security for Bharat Co-operative Bank

1. Hypothecation of WIP, Debtors, Earnest Money Deposit, Additional Security Deposit, Retention Money and Security Deposit.
2. Personal Guarantee of: Mr. Rajkumar I Deora.
3. Collateral Properties :
  - a. Extension of equitable mortgage over Flat Nos. 502 & 503 totally admeasuring 1140sq. ft built up area, Sushila Apt, Devidas Road Extn, C.T.S. No 400/401, Behind Raghunath Towers, Borivli (West), Mumbai-400 103, Flat No. 502 is owned by Mangalsingh Rathore, Flat No. 503 is owned by Mr. Ratansingh M. Rathore
  - b. Extension of equitable mortgage over Flat No. 406 admeasuring 430 sq. ft. carpet area on 4th floor, Borivli Mayur CHS Ltd., S.V.P Road, Borivli (West), Mumbai-400 092 owned by Ranjeetsingh Deora.
  - c. Extension of equitable mortgage over Unit No.1 admeasuring 1983 sq. ft carpet area at D-Wing , Sat Kripa Bldg No.6, Prem Nagar Gymkhana X Road, Borivli (West), Mumbai-400 092 jointly owned by Ratansingh Rathore and Sanjaykunwar Rathore
  - d. Extension of equitable mortgage over Flat No. B/1 admeasuring 580 sq. ft. built up area on Ground floor, Kiran Rashmi Neela CHS Ltd., S.V.P Road, Borivli (West), Mumbai-400 092 owned by Anukunwar Rathore.
  - e. Extension of equitable mortgage over Flat No. 701 admeasuring 785 sq. ft. carpet area Guru Vihar, Eksar Road, Borivli (West), Mumbai-400 092 owned by Mr. Ranjeetsingh Dungarsingh Deora
  - f. Extension of equitable mortgage over Flat Nos. A/2601 & A/2701 totally admeasuring 4090sq. ft carpet area, Parking Space in Stilt Area of Aquaria Grand Tower A & B, Borivli (West), Mumbai-400 090, Flat No. A/2601 owned by Sanjaykunwar Rathore, Flat No. A/2701 owned by Ratansingh Rathore
  - g. Extension of equitable mortgage over Flat No.5,7, 8 & 11 totally admeasuring 656.85sq. ft built up area, Ratan Villa, Gangapur Road, Nashik owned by M/s. R& B Infra Project Ltd.

Note 2: Security for Kotak Mahindra Bank is lien on LIC policies.

Note 3: Bank loans contain certain debt covenants relating to limitation on indebtedness, debt-equity ratio, net Borrowings to EBITDA ratio and debt service coverage ratio.

Note 4: Our Company enjoys Bank Guarantee of ₹ 6,550 lakhs from Bharat Co-operative Bank (Mumbai) Ltd .As on March 31,2022 our Company has Outstanding Bank Guarantee of ₹ 2260.03 Lakhs.

Note 5: In addition to above our Company avails Equipment Financing from various Banks and Financial Institution where the same are paid back on EMI basis month on month. The amount outstanding as on March 31,2022 is ₹1181.42 lakhs. The interest rates on these loan range between 8% to 18%.

Note 6: Our Company has availed unsecured borrowings from Directors and others aggregating to ₹.112.04 lakhs. The same is repayable on demand and is interest free.

## SECTION VIII – LEGAL AND OTHER INFORMATION

### OUTSTANDING LITIGATION AND MATERIAL DEVELOPMENTS

*Except as stated in this section, there are no (i) outstanding criminal proceedings; (ii) actions taken by statutory and/or regulatory authorities; (iii) outstanding claims related to direct or indirect taxes; (iv) other pending litigation as determined to be material by our Board as per the Materiality Policy (as defined below) in each case involving our Company, Promoters, Directors (“**Relevant Parties**”); or (v) all litigations involving our Group Companies which have a material impact on the business operations, prospects or reputation of our Company. Further, except as stated in this section, there are no disciplinary actions including penalties imposed by SEBI or stock exchanges against our Promoters in the last five financial years, including any outstanding action.*

*Our Board, in its meeting held on September 23, 2022, determined that outstanding legal proceedings involving the Relevant Parties and Group Companies will be considered as material (**‘Materiality Policy’**) if (i) the aggregate monetary claim made by or against the Company, its directors, its promoters or its group companies as the case may be, in any such pending litigation or arbitration proceeding is in excess of 1% of the revenue of the Company as per the Restated Financial Statements; or (ii) in such litigation or arbitration proceeding where the monetary liability is not quantifiable, or which does not fulfill the threshold specified in (i) above, the outcome of which litigation or arbitration proceeding could, nonetheless, have a material adverse effect on the business, operations, performance, prospects, financial position or reputation of the Company. It is clarified that pre-litigation notices received by the Company, its promoters, its directors and its group companies, unless otherwise decided by the Board of Directors of the Company, shall not be evaluated for materiality until such time that the Company, its promoters, its directors or its group companies are impleaded as defendants in litigation proceedings before any judicial forum.*

*Except as stated in this section, there are no outstanding material dues to creditors of our Company. For this purpose, our Board has considered and adopted a policy of materiality for identification of material outstanding dues to creditors by way of its resolution dated September 23, 2022. In terms of the materiality policy, creditors of our Company to whom amounts outstanding dues to any creditor of our Company exceeding 1% of the revenue of the Company as per the Restated Financial Statements of our Company disclosed in this Draft Red Herring Prospectus, would be considered as material creditors. Details of outstanding dues to micro, small and medium enterprises and other creditors separately giving details of number of cases and amount involved, shall be uploaded and disclosed on the webpage of the Company as required under the SEBI ICDR Regulations.*

*For outstanding dues to any micro, small or medium enterprise, the disclosure shall be based on information available with our Company regarding the status of the creditor as defined under the Micro, Small and Medium Enterprises Development Act, 2006 as amended, read with the rules and notification thereunder, as amended, as has been relied upon by the Statutory Auditors. Details of outstanding dues to material creditors along with the name and amount for each material creditor shall be uploaded and disclosed on the webpage of the Company as required under the SEBI ICDR Regulations.*

*Our Company does not have any subsidiaries and therefore, there are no outstanding litigation involving our subsidiaries which will have a material impact on our Company.*

*Unless stated to the contrary, the information provided below is as of the date of this Draft Red Herring Prospectus.*

#### **LITIGATIONS INVOLVING THE COMPANY**

##### **A. LITIGATION FILED AGAINST OUR COMPANY**

###### **1. Litigation Involving Criminal Matters**

**Criminal Appeal No.100 of 2022 filed by Mainak Advisory Services Limited against the Company and State of Maharashtra before the Hon’ble Court of Sessions for Greater Mumbai, at Dindoshi, (Borivali Division) Mumbai.**

The Company has filed the Criminal Complaint No. 4303529/SS/2017 under Section 138 read with Section 141 of the Negotiable Instruments Act, 1881 against Mainak Advisory Services Ltd, Mr. Goutam Jana and Mr. AmlanAshis Banerjee (the “Accused”). The Company and the Accused had entered into an Agreement of Order Procurement on April 21, 2017 and as per the said Agreement the Accused confirmed that he would have the Company empanelled with Kerala Agro Industries Corporation Ltd (“KAICO”) and would procure an order of

Rs.5,00,00,000/- to Rs.25,00,00,000/- provided the Company pays Rs.30,00,000/- vide RTGS in advance vide an Amended Agreement dated April 27, 2017. Further, as per terms and conditions of said agreement, the Company was handed over one cheque of Rs.30,00,000/- and one cheque of Rs.60,00,000/- from the account of Accused and two cheques of Rs.30,00,000/- each from the Director's account of the Accused. The Accused as per the said Agreement assured the Company of procuring its empanelment with KAICO within 21 working days of receipt of Rs.30,00,000/-. However, the Accused failed to fulfil the terms and conditions of the said Agreement. Therefore, as per the said Agreement, the Company deposited all four cheques with their bankers but the said cheques were returned dishonoured. Thereafter, the Company issued a Demand Notice dated August 24, 2017 to the Accused which was received by them on August 29, 2017 but the Accused failed to pay the requisite amount. Aggrieved by the same, the Company filed the Complaint above before the Metropolitan Magistrate, 43<sup>rd</sup> Court, Borivali, Mumbai ("the Hon'ble Court") under Section 138 read with Section 141 of the Negotiable Instrument Act, 1881. Vide Order dated March 21, 2022, the Hon'ble Court directed that (i) the Accused are sentenced to simple imprisonment for six months each; and (ii) the Accused were to pay jointly double of amount of cheque in question i.e. Rs. 60,00,000/- along with simple interest @ 9% per annum as the reasonable quantum of loss from the date of complaint till its realization, if recovered, to the Company as compensation vide Section 357(3) of the Code, and in default, to suffer simple imprisonment for three months each. Mainak Advisory Services Limited filed the above Criminal Appeal No. 100 of 2022 before the Hon'ble Court of Sessions for Greater Mumbai, at Dindoshi praying that (i) the appeal of Mainak Advisory Services Limited be admitted; (ii) the records and proceedings of C.C No-4303529/SS/2017 be called from the Hon'ble Court; (iii) the said Order dated March 21, 2022 passed by the Hon'ble Court be quashed and set aside; (iv) that the matter be remanded back to the Hon'ble Court and the Accused be given an opportunity to conduct cross examination of the Company; (v) that the Accused were on bail before trial and were released on bail by Ld. Metropolitan Magistrate 43<sup>rd</sup> Court, Borivali on executing the P.R Bond of Rs. 18,000/- each and that the same bail may be continued and the Accused be released on executing fresh P.R. bonds as furnished before the Magistrate Court; and (vi) till the pending of the hearing and final disposal of the Criminal Appeal No. 100 of 2022, the sentence of the imprisonment and compensation amount passed be suspended. The matter is currently pending.

**MACP No. 490/2019 filed by Tukaram Khandoji Turatwad against the Company before the Hon'ble District Judge and Additional Sessions Judge**

Tukaram Khandoji Turatwad ("the Petitioner") had filed an application before the Hon'ble District Judge and Additional Sessions Judge ("Hon'ble Court") under Section 140 of the Motor Vehicles Act, 1988 for grant of interim compensation on the principle of 'no fault liability'. Under the application, it was stated that on July 22, 2019, at about 10 a.m., the Petitioner was dashed over by a vehicle Tata 407 SK Tipper, bearing registration no. MH-26-BE-1997, which resulted in the Petitioner sustaining grievous injuries and he had to expend huge amounts on treatment. He had also sustained physical disability, and hence he had filed the above application. The points that had arisen for determination before the Hon'ble Court were: (i) whether the Application under Section 140 of the Motor Vehicles Act was liable to be allowed, and (ii) what order would be passed under the given facts and circumstances of the case. The Petitioner had also submitted that he had lodged a report to the Police Station at Nanded on August 16, 2019 for the offence punishable under Sections 279, 337, 338 of the Indian Penal Code against the owner of the vehicle ("Respondent No. 1"), and since at the relevant time, the vehicle was insured with the insurance company ("Respondent No. 2"), the Petitioner prayed that the Petitioner may be granted interim compensation on the principle of 'no fault liability'. The Hon'ble Court, vide its order dated February 2, 2022 ("Order"), held that the above Application was to be allowed and directed the Respondents to pay jointly and severally Rs. 25,000 /- as compensation on 'no fault liability' to the Petitioner. The Hon'ble Court also directed that if the Respondents failed to pay the above-mentioned amount within 30 days from the date of the Order, then the Petitioner shall be entitled to recover the same with interest at the rate of 7% per annum till realisation.

**2. Litigation Involving Actions by Statutory/Regulatory Authorities**

NIL

**3. Litigation/Matters involving Tax Liabilities**

**a. Direct Tax Liabilities**

Sr. No	Type of Direct Tax	No. of Cases	Amount in dispute/demanded to the extent ascertainable	Stage

			(in ₹ lakh)	
1.	Income-tax for AY 2010-2011	1	23.62	Restored for reconsideration to assessing officer

(a) A Search was carried on February 25, 2022, by Income tax authorities, under Section 132 of the Income Tax Act, 1961 by DCIT(IT)-3(1)(2), Mumbai and DDIT, Unit-4(2), Mumbai, ITO(TDS)-1(2)(3), Mumbai at the premises of the Company situated at D-1, Building No.6, Satkrupa CHS Ltd. Near Gianis Ice Cream Parlour, Prem Nagar, Borivali(W), Mumbai-400092. A Panchnama dated February 24, 2022 in respect of the above search is prepared recording the search proceedings conducted by the authorised officers at the premises of the Company.

(b) A Search was carried on February 25, 2022, by Income tax authorities, under Section 132 of the Income Tax Act, 1961 by DDIT, Unit-4(1) Mumbai and DDIT (Inv)-2, FAIU, Pune at the premises of Mr. Ratansingh Motisingh Rathore, Director of the Company situated at 2601/2701, A wing, Aquaria Grande, Devidas Lane, Borivali West, Mumbai-400092. A Panchnama dated February 24, 2022 in respect of the above search is prepared under which it was recorded that certain item/articles were sealed in a wooden cupboard and a prohibitory order was placed on the same and keys thereof were seized.

#### b. Indirect Tax Liabilities

Sr. No	Type of Direct Tax	No. of Cases	Amount in dispute/demanded to the extent ascertainable (in ₹ lakh)	Stage
1.	Goods and Services Tax for the period April 2018 – March 2019	1	303.65	Intimation of tax issued by the Assistant Commissioner of State Tax pursuant to searches carried out
2.	Goods and Services Tax for the period April 2019 - March 2020	1	38.40	Intimation of tax issued by the Assistant Commissioner of State Tax pursuant to searches carried out
3.	Goods and Services Tax for the period July 2017 – March 2018	1	2.86	Intimation of tax issued by the Assistant Commissioner of State Tax pursuant to searches carried out
4.	Goods and Services Tax for the period April 2021-March 2022	1	8.93	Intimation of tax issued by the Assistant Commissioner of State Tax pursuant to searches carried out
5.	Goods and Services Tax for the period April 2020 -March 2021	1	113.67	Intimation of tax issued by the Assistant Commissioner of State Tax pursuant to searches carried out

#### 4. Other Pending Litigations

**Civil Suit No. 1471 of 2010 filed by Smt. Rajniben B. Shah against Paresh Satyendra Vohra - Defendant No.1; Smt. Pallavi Paresh Vohra - Defendant No.2; Dwitija Paresh Vohra, - Defendant No.3; Shamit Paresh Vohra - Defendant No.4; M/s. Aditya Developers - Defendant No.5; Piyush Sanghvi - Defendant No.6; Mrs. Meeta Piyush Sanghvi - Defendant No.7; Sanjaykuvar R. Rathod - Defendant No.8; Ratansingh M. Rathod - Defendant No.9; and the Company– Defendant No.10 (collectively “ Defendants”) before the Hon’ble High Court of Judicature, Bombay**

Smt. Rajniben B. Shah (“Plaintiff”) filed a Civil Suit No. 1471 of 2010 before the Hon’ble High Court of Judicature, Bombay (“Court”) against the Defendants. Defendant Nos. 6 & 7 had executed an Agreement dated February 21, 2006 (“Agreement”), under which the Defendant Nos. 1 to 7 had agreed and undertook to provide to the Plaintiff, a residential premise free of cost on ownership basis by way of Permanent Alternate Accommodation bearing Flat No. 202 (“said Flat”) and had agreed to complete construction of the new building within a period of 18 months from the date of obtaining Commencement Certificate or in any event within a period of 24 months from the date the Plaintiff vacated or handed over possession of her tenanted premises. The Plaintiff had alleged that it came to her knowledge that Defendant Nos. 6 and 7 have been cheating people by selling the same flats in the building more than once and that Defendant Nos. 1 to 7 had sold the said Flat to the Defendant Nos. 8 and 9 under the Agreement dated August 27, 2006 who had forcefully taken possession of the said Flat. The Plaintiff has also alleged that the rights and obligations of Defendant No. 5 to 7 under the Agreement were assigned to the Company and the Company was responsible to perform the obligation of the Agreement. The Plaintiff has therefore filed the aforesaid suit, inter alia praying for , passing of a decree (i) directing the Defendant Nos. 1 to 7 to specifically perform the said Agreement and put the

Plaintiff in possession of the said Flat; (ii) declaring the alleged Agreement dated 27 August 27, 2006 executed between Defendant Nos. 5 to 7 and Defendant Nos. 8 and 9 as illegal, invalid, void, ab-initio, of no legal effect and in any event not binding on the Plaintiff and further to direct cancellation and de-registration of the said alleged Agreement dated August 27, 2006; (iii) issue a permanent order and injunction restraining the Defendants and their servants/ agents from selling, transferring, alienating, encumbering parting with possession, inducting any third party rights and/or interest in respect of the said flat; (iv) seeking that pending the hearing and final disposal of the above suit, the Hon'ble Court to appoint a Court Receiver for said Flat with power inter-alia to appoint an Architect, Structural Engineer and other professional and/or certificate and complete the suits and to obtain occupation certificate in respect of the said Flat initially at the cost of the Plaintiff and also to take forcible physical possession of the said Flat from the Defendant Nos. 8 and 9 and to handover the possession of the said Flat to the Plaintiff; and (5) that pending the hearing and final disposal of the suit, the Defendant by themselves, their servants/agents be restrained by a temporary order of injunction. The matter is currently pending.

### **Application filed by M/s. LSN Pre Cast against the Company before the Hon'ble National Company Law Tribunal, Mumbai**

M/s LSN Pre Cast ("Operational Creditor") has filed an application to initiate a corporate insolvency resolution process before the Hon'ble National Company Law Tribunal, Mumbai Bench ("Court") against the **Company** ("Corporate Debtor"). The Operational Creditor had supplied goods to the Company and raised invoices on the Company in that regard. The Corporate Debtor only made part payment of the amount raised under the invoices and failed to pay a sum of Rs. 16,67,317/-. Aggrieved by the failure of the Corporate Debtor to make payment, the Operational Creditor issued a Demand Notice dated October 22, 2021 under Section 8 of the Insolvency and Bankruptcy Code, 2016. However, no written response was provided by the Corporate Debtor. Thereafter, the Operational Creditor filed the above petition claiming an amount of the outstanding principal of Rs. 16,67,317/- and interest thereon of Rs. 13,98,126/- totally amounting to Rs. 30,65,443/-. The matter has not been admitted as on the date of this Draft Red Herring Prospectus

### **Regular Civil Suit No. 140 of 2019 dated February 7, 2019 filed by Mr. Ashok BarkuVaity and Mr. Sandeep Pandurang Jadhav against (i) Thane Municipal Corporation, (ii) The City Engineer, (iii) the Company and (iv) Mr. Ratansingh M. Rathod before the Hon'ble Court of Civil Judge (S.D.), Thane**

Mr. Ashok BarkuVaity and Mr. Sandeep Pandurang Jadhav ("**Plaintiffs**") have filed Civil Suit No.140 of 2019 seeking for temporary injunction under Order 39 Rule 1 and 2 read with Section 151 of the Civil Procedure Code, 1908 against (i) Thane Municipal Corporation ("**Defendant No. 1**"), the City Engineer ("**Defendant No. 2**"), the Company ("**Defendant No. 3**") and Mr. Ratansingh M. Rathod. The Plaintiffs have alleged that the Defendants No. 1 & 2 have allotted certain tenders to the Defendant No. 3 in respect of development work in the Thane Municipal Corporation area which are in violation of the tender conditions and that the Defendant No. 3 being the contractor had suppressed material facts and provided forged documents for the same. The Plaintiffs have filed the aforesaid suit, inter alia praying that (i) the Defendant Nos. 1 and 2, their agents, servants, employees, contractors, and/or any other persons whomsoever claiming through or under them be restrained by an order of injunction, from allotting further contracts in favour of Defendant No. 3; (ii) the Defendant Nos. 1 and 2, their agents, servants, employees, contractors, and/or any other persons whomsoever claiming through or under them be restrained by an order of injunction from disbursing the payments to the Defendant No. 3 in respect of the contracts/tenders; and (3) interim and ad-interim reliefs in terms of prayer clauses (i) and (ii) above be granted in favour of Plaintiffs. The Plaintiffs have also filed an application for temporary injunction dated February 7, 2019 inter alia praying for grant of injunction against Defendant Nos. 1 & 2 restraining them from allotting the contracts to the Defendant No. 3 as also disbursing the payments to Defendant No.3 in respect of contracts / tenders. Defendant No. 3 has filed its written statement in the above suit and also filed an Affidavit-in-Reply to the interim application, refuting the allegations made. The matter is currently pending.

## **B. LITIGATION FILED BY OUR COMPANY**

### **1. Litigation Involving Criminal Matters**

#### **Criminal Complaint No.61 of 2020 filed before the Court of 26<sup>th</sup> Metropolitan Magistrate Court at Borivali, Mumbai by Coastal Dredging & R & B Infra Project Pvt. Ltd. (JV) –against Mr. Sanjay Radheshyam Vijaywrgi, Mr. Ajay Radeshyam Vijaywrgi, Shalabh Rasheshyam Vijaywrgi, Abhi Engineering Corporation Pvt. Ltd.**

Coastal Dredging & R & B Infra Project Pvt. Ltd. (JV) – ("Complainant") has filed a Criminal Complaint No.61 of 2020 before the Court of 26<sup>th</sup> Metropolitan Magistrate Court at Borivali, Mumbai ("Hon'ble Court") against Mr. Sanjay Radheshyam Vijaywrgi, Mr. Ajay Radeshyam Vijaywrgi, Shalabh Rasheshyam Vijaywrgi, Abhi Engineering Corporation Pvt. Ltd. (collectively "Accused") on the basis that the Accused has cheated the Complainant for the amount of Rs.4,62,01,612/- by not paying their dues under the contract. Accordingly, the Complainant has prayed to the Hon'ble

Court to (i) issue and summons to the Accused, (ii) direct that the Complainant is entitled to amount of Rs. 4,62,01,612/-with interest at the rate of 18% p.a. and (iii) charge the Accused with the offence punishable under Sections 405, 406, 415, 420, 425, 426, 120B read with Section 34 of the Indian Penal Code 1860. The matter is pending.

**Criminal Complaint No.63 of 2020 filed by the Company before the Hon'ble Court of 26<sup>th</sup> Metropolitan Magistrate Court at Borivali, Mumbai against Nanjibhai Prajapati & M/s. Gautam Trading**

The Company has filed Criminal Complaint No.63 of 2020 before the Hon'ble Court of 26<sup>th</sup> Metropolitan Magistrate Court at Borivali, Mumbai ("Hon'ble Court")against Nanjibhai Prajapati & M/s. Gautam Trading (collectively "Accused"). The Company has advanced Rs. 2,87,69,396/- to the Accused to complete three work contracts granted by the Company to the Accused. The said amount has not been repaid by the Accused. Accordingly, the Complainant has prayed to the Hon'ble Court to (i) issue and summons to the Accused; (ii) direct that the Company is entitled to amount of Rs. 2,87,69,396/- with interest at the rate of 18% p.a.; and (iii) charge the Accused with the offence punishable under Sections 405, 406, 415, 420, 425, 426, 120B read with Section 34 of the Indian Penal Code 1860. The matter is pending.

**Criminal Complaint No.65 of 2020 filed by the Company through its Representative Mr. Renil B Shah before the Hon'ble Court of 26<sup>th</sup>Metropolitan Magistrate Court at Borivali, Mumbai against Dr. Paresh Rao, Mrs. Seema Paresh Rao, Mrs. Renu Prakash Kulkarni, Directors and CMA Creations (I) Pvt. Ltd.**

The Company has filed Criminal Complaint No.65 of 2020 through its Representative Mr. Renil B Shah before the Hon'ble Court of 26<sup>th</sup> Metropolitan Magistrate Court at Borivali, Mumbai ("Hon'ble Court") against Dr. Paresh Rao, Mrs. Seema Paresh Rao, Mrs. Renu Prakash Kulkarni, Directors, and M/s. CMA Creations (I) Pvt. Ltd.,- (collectively "Accused") on the basis that the Accused had cheated the Complainant for the amount of Rs.1,44,17,500/- which were advanced by the Company to the Accused from time to time. Under the said Complaint, it was stated that the Accused had failed it perform their obligations under a finance agreement executed between the parties and further had not repaid the amount to the Company which refund was required to be done upon such failure. Accordingly, the Complainant has prayed to the Hon'ble Court to (i) issue and summons to the Accused; (ii) direct that the Company is entitled to amount of Rs. 1,44,17,500/- with interest at the rate of 18% p.a. and (iii) charge the Accused with the offence punishable under Sections 405, 406, 415, 420, 425, 426, 120B read with Section 34 of the Indian Penal Code 1860. The matter is pending.

**2. Litigation Involving Actions by Statutory/Regulatory Authorities**

NIL

**3. Litigation/Matters involving Tax Liabilities**

**a. Direct Tax Liabilities**

NIL

**b. Indirect Tax Liabilities**

NIL

**4. Other Pending Litigations**

**Commercial Arbitration Petition No.26122 of 2021 filed by the Company against (i) Messrs CMA Creations (I) Private Limited ("Respondent No.1"), (ii) Paresh Rao ("Respondent No.2"), (iii) Seema Paresh Rao ("Respondent No.3"), and (iv) Renu Prakash Kulkarni ("Respondent No.4"), before the Hon'ble Court of Judicature, Bombay ("Hon'ble Court")**

The Company has filed the above Petition inter alia claiming a sum of Rs. 2,56,75,893.42/- along with interest at the rate of 18% per annum agreed under the Finance Agreement dated April 27, 2017 read with the Memorandum of Understanding ("MoU") dated June 27, 2017 from the Respondents. Under the above agreement and MoU, the Respondent had agreed to arrange finance to the extent of Rs. 100,00,00,000/- by funding through banks/ financial institutions/ ECB/ NBFCs/ Private Investors for the Company. As per the MoU, the Company had paid to the Respondent a total sum of Rs. 1,44,17,500/-. The Respondents were to procure funding in certain tranches which they

failed to procure. The Company discovered that the Respondents were dishonest and followed up with the Respondents for recovery of the money paid by the Company. The Respondents issued a cheque dated July 17, 2019 for an amount of Rs. 21,00,000/- to discharge their liability, which was dishonored and returned with “Fund Insufficient” remark by the bank. The Company issued the statutory notice dated August 1<sup>st</sup>, 2019, under the Negotiable Instruments Act, 1881, to the Respondents which was returned with the remark “Left”. Hence, the Company initiated a criminal complaint under Section 138 read with Section 141 of the Negotiable Instruments Act, 1881 against the Respondents. The matter is pending before the Mumbai Metropolitan Magistrate Court, Borivali against the Respondents who have neither filed any reply nor made any payment. The Company also filed a complaint for investigation under Section 156(3) of the Code of Criminal Procedure, 1973 which is also pending. The Company sent a legal notice dated August 27, 2021 to the Respondents claiming the sum of Rs. 1,44,17,500/- and further invoked the arbitration clause under the MoU. After the Company sent the legal notice through Whatsapp Respondent no. 2 reverted and admitted their liability to repay the Company. The Company also found out that Respondent No. 1 has been struck off from the records of the Registrar of Companies under Section 248(1) of the Companies Act, 2013. Accordingly, the Company has filed the above Petition for the sum of Rs. 2,56,75,893.42 as a principal amount along with the interest at the rate of 18% per annum till the date of realization of the amount is liable to be paid to the Company by the Respondents. The Company has, inter alia, prayed in the above Petition that the Hon’ble Court pass: (i) An appropriate order and directing Respondent No. 1 to deposit in the Hon’ble Court a sum of Rs. 2,56,75,893.42/- along with further interest at 18% per annum; (ii) An appropriate order and directing Respondent Nos. 2 to 4 jointly or severally to deposit in the court the sum of Rs. 2,56,75,893.42/- along with further interest at 18% per annum; (iii) An appropriate order directing Respondent No. 1 to furnish security to the satisfaction of the Hon’ble Court in the sum of Rs. 2,56,75,893.42/- along with further interest at 18% per annum; (iv) An appropriate order and directing Respondent Nos. 2 to 4 jointly or severally to furnish security to the satisfaction of the Hon’ble Court in the sum of Rs. 2,56,75,893.42/- along with further interest at 18% per annum; and (v) A temporary order and injunction to restrain Respondents or their servants, agents, nominees, employees and/or any other person claiming by under or through the Respondents and or any of them from entering into any further agreements in respect of movable and immovable assets owned by them. The matter is currently pending.

**Special Civil Suit No.110 of 2020 filed by the Company before the Hon’ble Civil Judge, Senior Division, at Nashik against Nashik Municipal Corporation, Nashik**

The Company has filed Special Civil Suit No.110/2020 before the Hon’ble Civil Judge, Senior Division, at Nashik against Nashik Municipal Corporation, Nashik (“Defendant”) for recovery of Rs.8,81,97,112/- payable by the Defendant towards work of PanchvadiTapovan for 160 acres complete land development and other miscellaneous works. The Company has filed this suit for recovery of aggregate amount of Rs. 8,81,97,112/- under various heads together with interest at the rate of 24% p.a. till payment. The matter is currently pending.

**LITIGATIONS INVOLVING PROMOTERS AND DIRECTORS**

**A. LITIGATION FILED AGAINST OUR PROMOTERS AND DIRECTORS**

**1. Litigation Involving Criminal Matters**

NIL

**2. Litigation Involving Actions by Statutory/Regulatory Authorities**

NIL

**3. Litigation/Matters involving Tax Liabilities**

**a. Direct Tax Liabilities**

Sr. No	Type of Direct Tax	No. of Cases	Amount in dispute/demanded to the extent ascertainable (in ₹ lakh)	Stage
1.	Income-tax for AY 2006-07	1	4.70	Appeal pending before Commissioner of Income tax (Appeal)

**b. Indirect Tax Liabilities**

NIL

**4. Other Pending Litigations**

Please refer to the section titled 'Litigations filed by our Company – Other Pending Litigations

**B. LITIGATIONS FILED BY OUR PROMOTERS AND DIRECTORS****1. Litigation Involving Criminal Matters****C.C. No. 2863 of 2015 filed by Mr. Ratansingh Motisingh Rathore (“Complainant”) against Mansi Dilip Mehta (“Accused”) in the Court of the Ld. Metropolitan Magistrate’s 43<sup>rd</sup> Court at Borivali, Mumbai.**

The Complainant had paid an amount of Rs.2,50,000/- to the Accused for procuring admission in a school. In August, 2013 the Accused requested the Complainant for financial help of Rs.2,50,000/- due to medical reasons which amount was paid by the Complainant to her. The Complainant, thereafter realized that the Accused is not capable of arranging admission, and then requested the Accused to repay the amount of Rs.5,00,000/- which had been paid by the Complainant for the admission and for medical reasons. The Accused issued a cheque of Rs.90,000/- dated October 17, 2013, drawn on State Bank of India, Kandivali (East) branch, Mumbai to the Complainant and promised to pay the balance amount of Rs.4,10,000/- later. When the Complainant presented the said cheque, for encashment to his bank it was returned with the remark dishonoured. The Complainant contacted the Accused informing her about the said dishonor of the cheque. The Accused assured that she will refund the said amount of Rs.5,00,000/- along with interest in few months. Since the Accused was known to the Complainant since several years, the Complainant accepted her request and did not initiate proceedings for dishonour of cheque. Thereafter, the Complainant was in need of funds for a building project and the Accused approached the Complainant stating that she knows people who lend funds and she will arrange to provide Rs.4,60,00,000/- within 7 days to the Complainant in which he has to pay interest at 9% p.a. and the interest at 3% p.a. in advance for one month. Accordingly, the Complainant paid one month's advance interest being sum of Rs.3,45,000/- on August 14, 2014 into the account of one Mr. Danish Naseer Salmani and a sum of Rs.1,15,000/- was adjusted against the account of the Accused. The Complainant further states that after transferring Rs.3,45,000/- on August 14, 2014, the Complainant contacted the Accused for the said loan but the Accused claimed it will take a few days more. However, the Accused failed to procure the loan for the Complainant and repay any of the amounts paid by the Complainant including interest thereon. The Complainant filed a police complaint in that regard after which the Accused agreed to refund the amount by issuing 60 cheques of equal monthly installments of Rs.20,000/- each starting from November, 2014 to October, 2019. The Complainant deposited 4 cheques on May 8, 2015, and on May 12, 2015 with the bank which were dishonoured with the remark "Funds Insufficient". The Complainant deposited 3 cheques on April 10, 2015, May 10, 2015 and June 10, 2015 each of Rs.20,000/- on July 2, 2015 in the bank which were dishonoured and returned with the remark "Funds Insufficient". The Complainant sent a notice dated July 30, 2015 through his Advocate to the Accused calling upon her to make payment of dishonoured cheques, within a period of 15 days from the date of receipt of the notice, which notice was not delivered to the Accused. The Accused failed to pay the amount of Rs. 80,000/- under the dishonoured cheques and therefore the above complaint has been filed. The matter is currently pending.

**2. Litigation Involving Actions by Statutory/Regulatory Authorities**

NIL

**3. Litigation/Matters involving Tax Liabilities****a. Direct Tax Liabilities**

NIL

**b. Indirect Tax Liabilities**

NIL

#### 4. Other Pending Litigations

##### **Commercial Arbitration Application No. 208 of 2021 filed by M/s. Ratansingh& Bros. against Union of India &Anr. through (1) The General Manager, (2) The Deputy Chief Engineer (C) before the Hon'ble Bombay High Court**

M/s. Ratansingh& Bros. ("the Application") filed a Commercial Arbitration Application to appoint an Arbitrator before the Hon'ble Bombay High Court ("Hon'ble Court") against Union of India &Anr. through the General Manger, Head Quarter Office building Central Railway ("Respondent No. 1") and Deputy Chief Engineer (C) ("Respondent No. 2") (hereinafter collectively referred to as "the Respondents"). The Applicant was awarded a Letter of Acceptance at a tendered cost of Rs. 6,02,29,467.34 /- ("LOA") by Respondents for carrying out work pertaining to development of circulating area including pathway, storm water drain, landscape signage's, etc. for smooth movement of vehicles of passengers between Tilak Nagar and LTT Kurla Station and the Applicant had called upon the Respondents to provide a clear site and working drawings to the Applicant to carry out the work within a period of completion of 8 months commencing from the date of issue of LOA, i.e., February 17, 2010 which the Respondents failed to provide. The Applicant also stated that the Respondents failed to remove the underground cables running along the railway track which caused major hindrance in the work. The Respondent had failed to resolve the aforesaid issues for a substantial period of more than a year thereby losing the contractual period of 8 months. The Respondent failed to make payments to the Applicant for the completed work on time for reason of non-availability of funds. The Applicant, vide a letter, requested the Respondent to foreclose the contract. Vide a letter issued through its Advocate, the Applicant called upon the Respondent No. 1 to make the payment of balance amount due and payable under the contract. The Applicant, vide said letter, also called upon the Respondent No.1 to settle the claims of Applicant or appoint an Arbitrator as per Clause 63 & 64 of general conditions of the contract executed between the parties, which the Respondents failed to do. Hence, the Applicant filed the above application under Section 11 of the Arbitration and Conciliation Act, 1996 seeking relief from Hon'ble Court to appoint an arbitrator.

##### **Commercial Arbitration Petition No. 210of 2022 dated January 03, 2022 filed by M/s. Ratansingh& Bros. against Union of India &Anr. before the Hon'ble Bombay High Court**

M/s. Ratansingh& Bros. ("Petitioner") filed a Commercial Arbitration Petition to appoint an Arbitrator before the Hon'ble High Court, Bombay ("Hon'ble Court") against Union of India &Anr. through the General Manger, Head Quarter Office building Central Railway ("Respondent No.1") and Divisional Railway Manager (Works), Mumbai CST, Central Railway ("Respondent No.2"). The Petitioner was awarded a Letter of Acceptance by the Respondents for carrying out work pertaining to some addition, alteration, modification to be carried out in very old building of British days East Villa Building, Colaba and the Petitioner had called upon the Respondents to provide a clear site to the Petitioner to carry out the work which the Respondent failed to provide. The Respondents illegally terminated the contract in 2013 and the Petitioner suffered huge losses. The Petitioner called upon the Respondents to make payment of balance amount due and payable under the contract. Since, the Respondents failed to initiate to make necessary payments and disputed their liability, the Petitioner invoked Arbitration under the contract. Since Respondents failed to appoint the arbitrator, the Hon'ble Court, vide its Order dated December 16, 2014, directed the Respondent No. 1 to appoint an arbitrator. The Sole Arbitrator appointed thereafter terminated the arbitration proceedings on failure of the Petitioner to file its statement of claim within time. Hence, the Petitioner filed the above Petition seeking relief from Hon'ble Bombay High Court to terminate the mandate of the Arbitral Tribunal and appoint a new arbitrator. The matter is currently pending.

##### **Commercial Arbitration Petition No. 14818 of 2021 filed by M/s. Ratansingh& Bros. against Union of India &Anr. through (1) The General Manager and (2) The Divisional Railway Manager (W) before the High Court of Judicature at Bombay**

M/s. Ratansingh& Bros. ("the Petitioner") filed a Commercial Arbitration Petition to appoint an Arbitrator before the Hon'ble High Court, Bombay ("Hon'ble Court") against Union of India &Anr. through the General Manger, Head Quarter Office building Central Railway ("Respondent No. 1") and Divisional Railway Manager (W), Mumbai CST, Central Railway ("Respondent No. 2") (hereinafter collectively referred to as "Respondents"). The Petitioner was awarded a Letter of Acceptance at a quoted rate of Rs. 2,59,98,813.33/- ("LOA") by Respondents for carrying out work pertaining to replacement of water supply arrangement, improvement to road, replacement of doors, windows and improvement to flooring, etc. at Kalwa and the Petitioner had called upon the Respondents to provide a clear site to the Petitioner to carry out the work within a period of completion of 10 months commencing from the date of acceptance of LOA, i.e., March 17, 2011 which the Respondents failed to provide. The Petitioner approached the Respondents to allow the Petitioner to carry out other works as per the contract but the Respondent failed to allow other works to be carried on as well. The Respondents also had to issue working drawings to the

Petitioner in order to carry out the work, but instead the Petitioner was given oral directions by the field staff of the Respondents as and when the field staff visited the site. The Respondents failed to make payments to the Petitioner for the completed work on time for reason of non-availability of funds. The Petitioner, vide a letter, requested the Respondents to foreclose the contract. Vide a letter issued through his Advocate, the Petitioner called upon the Respondent No. 1 to make the payment of balance amount due and payable under the contract. The Petitioner, vide said letter, also called upon the Respondent No.1 to settle the claims of Petitioner or appoint an Arbitrator as per Clause 63 & 64 of general conditions of the contract executed between the parties. In response to this letter, the Respondent issued a 7 days' Notice for restarting the work, which the Petitioner was not in a position to do on account of funds crisis. The Arbitral Tribunal, appointed thereafter, did not fix any date of hearing and were unable to proceed in the matter due to frequent transfers and retirement of appointed Arbitrators. Hence, the Petitioner filed the above petition seeking relief from Hon'ble High Court of Bombay to terminate the mandate of the Arbitral Tribunal and appoint a new arbitrator.

**Arbitration Petition No. 62 of 2021 dated March 16, 2021 filed by Ratansingh & Brothers against The Commissioner of Fisheries before the Hon'ble High Court of Gujarat at Ahmedabad, Gandhinagar.**

Ratansingh & Brothers ("the Petitioner") was awarded contracts by the Commissioner of Fisheries ("Respondent") by letters dated April 03, 2007 and May 02, 2007 for supply of 5500 and 500 LPG Conversion Kits for installation on OBM during Krishi Mahotsav 2007. The Petitioner had to set up large network of staff and facilities for such kind of large programme of installation and an average cost of Rs. 50,000/- was incurred on a daily basis for the set up. The Petitioner had installed 70-80 kits in the boats as on April 08, 2008 for which the Respondent had given instructions. The kits were supplied on April 24, 2007 and the service period commenced from April 24, 2007 until April 23, 2009. After expiry of the liability and service period on April 23, 2009 the Petitioner requested the Respondent for releasing 10% of security deposit which was submitted along with the tender which was partly released. The Petitioner stated that the remaining amounts of Rs. 42,12,000/- and Rs. 81,00,000/- were due and payable since June 01, 2007 on account of security deposit together with interest @18% p.a. The Petitioner has stated that though repeated requests were made for releasing the pending amounts, the same were not paid. Thus, dispute of non-payment and refund of security deposit were referred to Justice J.C. Upadhyay, Former Judge, Hon'ble High Court of Gujarat, who passed an award on October 12, 2018. The Petitioner has stated that after repeated reminders, amount of award has been paid and it has suffered a loss of Rs. 50,000/- per day for a period of seven years, from the date of December 13, 2007 to 2014. The Petitioner called upon the Respondent by notice dated February 16, 2021 either to make a payment of Rs. 12,77,50,000/- together with interest @18% or appoint independent arbitrator. The Respondent failed to comply with the requirements of notice or reply to the notice. The Petitioner has therefore filed the above Arbitration Petition before the Hon'ble High Court as per provisions of Section 11 of Arbitration & Conciliation Act, 1996 inter-alia praying that: (i) an arbitrator be appointed to resolve the disputes between the parties.; (ii) Grant any other and further relief as may be deemed just.

**Civil Arbitration no. 31 of 2022 filed by Ratansingh & Bros. against The Chairman & Managing Director/Project Director, Rajasthan Urban Development Project before the Hon'ble High Court of Judicature for Rajasthan at Jaipur Bench.**

Ratansingh & Bros. ("the Applicant") and the Chairman & Managing Director/Project Director, Rajasthan Urban Development Project ("the Non-Applicant") entered into a work order contract dated August 03, 2012, whereby the Applicant had won the bid for a work order regarding the work of "Supplying, Laying, Jointing, Testing and Commissioning of Outfall Sewer, Various Truck, Sewers, collecting and lateral Sewers along with all necessary Manholes, Appurtenances etc., at Barmer" The contracted cost of the work was Rs. 19,02,91,601/- and it was required to be completed within a span of 18 months. For commencement of work, the Non-Applicant had to provide the Applicant with the contracted drawings along with letter of acceptance but the same was not provided which delayed the commencement of the work. In addition, the Non-Applicant in not discharging his liability in an effective manner had contributed to further delay in work. Various letters were written by the Applicant regarding the problems faced by it in executing the work order but the Non-Applicant paid no heed to them. The Non-Applicant also failed to obtain the permissions needed to carry out the work. Thereafter, the Applicant sought extension of time by 10 months to complete the project which was not granted. The Applicant suffered huge loss due to negligence and inaction of the Non-Applicant. The work was finally completed on January 14, 2019. The Non-Applicant deducted 10% of the total contract amount as a form of liquidated damages amounting to Rs. 1,90,29,160/-. Further, the running bills, Rs. 96,06,100/- and from the final bill, Rs. 94,23,060/- were deducted respectively. The Applicant sent a notice dated October 14, 2021 to the Non-Applicant invoking the arbitration clause under the General Conditions of Contract for the said work order but the Non-Applicant has failed to respond to the arbitration invocation notice. Thus, the Company filed the above application before the Hon'ble

High Court of Rajasthan under the provisions of the Arbitration and Conciliation Act, 1996 seeking direction for appointment of arbitrator. The matter is currently pending.

**Special Court Suit No. 154 of 2014 filed by Shri Ratansingh Motisingh Rathore against Mr. Motilal Ramchandra Khichi, Shri Jaisingh Lalji Salunke and Smt. Nirmala Virsingh Salunke before the Hon'ble Bombay City Civil Court, Main Branch, Thane ("Hon'ble Court").**

Shri Ratansingh Motisingh Rathore ("the Plaintiff") has filed a suit bearing no. 154 of 2014, against Mr. Motilal Ramchandra Khichi ("Defendant no. 1"), Shri Jaisingh Lalji Salunke ("Defendant no. 2") and Smt. Nirmala Virsingh Salunke ("Defendant no. 3") ("collectively referred to as the Defendants"). Mr. Motilal Ramchandra Khichi has filed a B.C.C. suit bearing no. 3023 of 2008 on November 17, 2008 against Defendant no. 2 and Defendant no. 3 and has fraudulently obtained an Ex-parte Preliminary Decree dated August 10, 2010 and thereafter, an Ex-parte Final Decree dated August 13, 2012, for foreclosure of rights to redeem and declaration of the plaintiff in the said B.C.C. suit bearing no. 3023 of 2008, as an absolute owner, in respect of an alleged mortgage, concerning an immovable property being all the piece and parcel of land situate at Mouja Nahur, Near Mulund, bearing Non-Agricultural Survey No. 139/B Revised Survey No. 140 and Survey No. 139 Plot No. 1 and bearing C.T.S. No. 593/1 to 13 and admeasuring 1006.66 sq mtrs. ("hereinafter referred to as "the said Property") The Plaintiff stated that under the (Registered) Indenture of Conveyance dated April 05, 2006, the Plaintiff was put in possession, use and occupation of the said Property, where M/s. Lotus Construction had been granted the permission for construction of a building to be known as "Ratan Galaxy". The Plaintiff, through the suit, is challenging the legality, validity and propriety of the fraudulently and/or collusively obtained Ex parte Preliminary Decree by the Defendants dated August 10, 2010 and ex parte Final Decree dated August 13, 2012, thereby attempting to jeopardize the rights of the Plaintiff and putting a cloud over the title of the Plaintiff, in respect of the said Property. The Plaintiff has prayed to the Hon'ble Court that (i) the aforesaid ex parte Preliminary Decree and ex parte Final Decree both be deemed as illegal and/or null and void; and the Defendants be restrained by an order and injunction of the Hon'ble Court from executing the Ex parte Final decree; and (ii) that pending the hearing and final hearing of the Suit, the Defendants, be restrained by an Order of the Hon'ble Court from creating any encumbrance of any nature whatsoever on the said Property. The matter is currently pending.

## **LITIGATION INVOLVING OUR GROUP COMPANIES**

### **A. LITIGATION FILED AGAINST OUR GROUP COMPANIES**

#### **1. Litigation Involving Criminal Matters**

NIL

#### **2. Litigation Involving Actions by Statutory/Regulatory Authorities**

NIL

#### **3. Litigation/Matters involving Tax Liabilities**

NIL

##### **a. Direct Tax Liabilities**

NIL

##### **b. Indirect Tax Liabilities**

NIL

#### **4. Other Pending Litigations**

NIL

### **B. LITIGATIONS FILED BY OUR GROUP COMPANIES**

#### **1. Litigation Involving Criminal Matters**

**Criminal Complaint No.64 of 2020 filed before the Hon'ble Court of 26th Metropolitan Magistrate Court at Borivali, Mumbai by RRAS Traders & Exports Private Limited, through its Representative Mr. Renil B Shah against Mr. Rakesh Singh, Director and Jiya Agro Private Limited**

RRAS Traders & Exports Private Limited through its Representative Mr. Renil B Shah ("Complainant") has filed a Criminal Complaint No.64 of 2020 filed before the Hon'ble Court of 26th Metropolitan Magistrate Court at Borivali, Mumbai ("Hon'ble Court") against Mr. Rakesh Singh, Director and Jiya Agro Private Limited (collectively "Accused") on the basis that the Accused has cheated the Complainant for the amount of Rs. 3,25,00,000/- towards certain exports to be undertaken by the Accused. Under the complaint, it was stated that the Accused has neither supplied the goods nor refunded the amount to the Complainant. Accordingly, the Complainant has prayed to the Hon'ble Court to (i) issue and summons to the Accused; (ii) direct that the Complainant is entitled to amount of Rs. 3,25,00,000/- with interest at the rate of 18% p.a.; and (iii) charge the Accused with the offence punishable under Sections 405, 406, 415, 420, 425, 426, 120B read with Section 34 of the Indian Penal Code 1860. The matter is pending.

**2. Litigation Involving Actions by Statutory/Regulatory Authorities**

**NIL**

**3. Litigation/Matters involving Tax Liabilities**

**a. Direct Tax Liabilities**

**NIL**

**b. Indirect Tax Liabilities**

**NIL**

**4. Other Pending Litigations**

**Application to Recall the Sole Arbitrator's Order dated October 17, 2019 filed by M/s M.E. Projects Private Limited against Mira Bhaindar Municipal Corporation before the authority of Hon'ble Sole Arbitrator Hon'ble Shri Vikramaditya Deshmukh.**

M.E. Projects Private Limited ("Claimant") filed an Application for recalling the Sole Arbitrator's Order dated October 17, 2019 whereby the Hon'ble Sole Arbitrator terminated the said arbitration proceedings in terms of Section 32(2) of the Arbitration and Conciliation Act, 1996. The Hon'ble Sole Arbitrator had terminated the present Arbitration proceedings based on the Claimants Application for withdrawal dated October 16, 2019 wherein the Claimant's director Mr. Mangalsingh M. Rathore had requested to withdraw the subject arbitration matter unconditionally. Accordingly, the Hon'ble Sole Arbitrator vide its order dated October 17, 2019 had terminated arbitration matter under Section 32(2) of the Arbitration and Conciliation Act, 1996. The Claimant Director Mr. Mangalsingh M. Rathore had resigned from the post of director of the Claimant and ceased from the Director w.e.f. April 08, 2019. Hence, Mr. Mangalsingh M. Rathore had no authority to withdraw the arbitration matter on October 16, 2019. The Claimant has prayed the Sole Arbitrator (i) discard Mr. Mangalsingh M. Rathore application for withdraw dated October 16, 2019; and (ii) recall its Order of Termination dated October 17, 2019. The matter is pending.

**Disciplinary action against our Company, and Promoters by SEBI or any stock exchange in the last five Financial Years**

As on the date of this Draft Red Herring Prospectus, no disciplinary action including penalty imposed by SEBI or stock exchanges has been initiated against our Promoters in the last 5 (five) Financial Years including any outstanding action.

**Details of dues to micro, small and medium enterprises as defined under the Micro, Small and Medium Enterprises Development Act, 2006**

As of March 31, 2022, there were no cases of dues to micro and small and medium enterprises as defined under the Micro, Small and Medium Enterprises Development Act, 2006.

**Material Creditors of the Company having amount outstanding as on March 31, 2022 exceeding 1% of the revenue of the Company as per the Restated Financial Statements of the Company.**

As of March 31, 2022, we had 197 creditors to whom a total amount amounting to ₹ 2,423.81 lakhs was outstanding out of which 3 creditors were material creditors in terms of the Materiality Policy and the total amount due to such material creditors ₹403.59 lakhs. For further details, please see website at [www.rathoregroup.co.in](http://www.rathoregroup.co.in).

*Information provided on the website of our Company is not a part of this Draft Red Herring Prospectus and should not be deemed to be incorporated by reference. Anyone placing reliance on any other source of information, including our Company's website, would be doing so at its own risk.*

**Material developments occurring after last balance sheet date**

Except as disclosed elsewhere in this Draft Red Herring Prospectus and in the chapter titled “*Management's Discussion and Analysis of Financial Condition and Results of Operations*” beginning on page no. 189, there have been no material developments since the date of the last financial statements as disclosed in the Draft Red Herring Prospectus.

## GOVERNMENT AND OTHER KEY APPROVALS

We have set out below an indicative list of approvals obtained by our Company which are considered material and necessary for the purpose of undertaking its business activities. In view of these material approvals, our Company can undertake the Offer, and our Company can undertake its business activities. Other than as stated below, no further material approvals from any regulatory authority are required to undertake the Offer or continue such business activities. In addition, certain of our material approvals may have expired or may expire in the ordinary course of business, from time to time and our Company, has either already made an application to the appropriate authorities for renewal of such material approvals or is in the process of making such renewal applications. In relation to the business activities and operations of our Company we have disclosed below the material approvals applied for but not received. For details in connection with the applicable regulatory and legal framework within which we operate, see section “Key Industry Regulations and Policies” on page 119 of this Draft Red Herring Prospectus.

### I. APPROVALS FOR THE ISSUE

1. The Board of Directors have, by a resolution passed at its meeting held on September 09, 2022 authorized the Issue, subject to the approval of the shareholders and such other authorities as may be necessary.
2. The shareholders of the Company have, by a special resolution passed in the Extra-ordinary General Meeting held on September 16, 2022 authorized the Issue.
3. In-principle approval dated [●] from the BSE for listing of the Equity Shares issued by the Company pursuant to the Issue.
4. In-principle approval dated [●] from the NSE for listing of the Equity Shares issued by the Company pursuant to the Issue.
5. Our Company's International Securities Identification Number (“ISIN”) is INE0J4901010.

### II. INCORPORATION RELATED APPROVALS

#### A. Approvals obtained by the Company

1. Certificate of Incorporation dated June 15, 2005 issued under the name Mundara Developers Private Limited by Registrar of Companies.
2. Certificate of Incorporation dated January 09, 2009 issued by Registrar of Companies, Mumbai pursuant to change of name of the Company from Mundara Developers Private Limited to Ratansingh & Bros Infrastructure Private Limited.
3. Certificate of Incorporation dated October 29, 2010 issued by Registrar of Companies, Mumbai pursuant to change of name of the Company from Ratansingh & Bros Infrastructure Private Limited to R & B Infra Project Private Limited.
4. Fresh Certificate of Incorporation dated August 12, 2021 issued by Registrar of Companies, Mumbai consequent upon conversion of the Company from private company to public company and change of name of the Company from R & B Infra Project Private Limited to R & B Infra Project Limited.
5. The Corporate Identity Number of the Company is U45200MH2005PLC154006.

### III. TAX RELATED APPROVALS

#### A. Approvals obtained by the Company

Sr. No.	Description	Registration / Approval / Certificate Number	Issuing Authority	Date of Issue	Date of Expiry
1.	Permanent Account Number (PAN)	AAECM3616P	Income Tax Department, Government of India	June 15, 2005	Valid until cancelled

Sr. No.	Description	Registration / Approval / Certificate Number	Issuing Authority	Date of Issue	Date of Expiry
2.	Tax Deduction Account Number(TAN)	MUMR44274G	Income Tax Department, GoI	Sep 04, 2021	Valid until cancelled
3.	Tax Identification Number (TIN) *	27700768967V	Sales Tax Officer C-101	April 28, 2010	Valid until cancelled
4.	Registration Certificate of Goods and Service Tax (GST) (Maharashtra)	27AAECM3616P1Z3	Goods and Service Tax Department	September 16, 2021	Valid until cancelled
5.	Registration Certificate of Goods and Service Tax (GST) (Jammu and Kashmir)	01AAECM3616P1ZH	Goods and Service Tax Department	August 26, 2021	Valid until cancelled
6.	Registration Certificate of Goods and Service Tax (GST) (Haryana)	06AAECM3616P1Z7	Goods and Service Tax Department	November 01, 2021	Valid until cancelled
7.	Registration Certificate of Goods and Service Tax (GST) (Rajasthan)	08AAECM3616P1Z3	Goods and Service Tax Department	July 02, 2022	Valid until cancelled
8.	Registration Certificate of Goods and Service Tax (GST) (Arunachal Pradesh)	12AAECM3616P1ZE	Goods and Service Tax Department	October 20, 2021	Valid until cancelled
9.	Registration Certificate of Goods and Service Tax (GST) (Odisha)*	21AAECM3616P1ZF	Goods and Service Tax Department	March 13, 2019	Valid until cancelled
10.	Registration Certificate of Goods and Service Tax (GST) (Ladakh)	38AAECM3616P1Z0	Goods and Service Tax Department	November 25, 2021	Valid until cancelled
11.	Certificate of Enrolment under the Maharashtra State Tax on Professions, Trades, Callings and Employments Act, 1975	99441782639P	Maharashtra Sales Tax Department	June 15, 2005	Valid until cancelled
12.	Certificate of Registration under the Maharashtra State Tax on Professions, Trades, Callings and Employments Act, 1975*	27700768967P	Maharashtra Sales Tax Department	August 23, 2010	Valid until cancelled
13.	Certificate of Registration under the Employee Provident Fund*	MH/VASHI/118697	Regional Provident Fund Commissioner, Maharashtra	March 13, 2009	Valid until cancelled

\* Our Company is yet to make applications to respective authorities for updating each of the aforesaid certificates to reflect its current name pursuant to conversion into a public limited company.

#### IV. LABOUR RELATED APPROVALS

Sr. No.	Description	Registration / Approval / Certificate Number	Issuing Authority	Date of Issue	Date of Expiry
1.	Certificate of Registration under the Employee State Insurance Act, 1948.*	35000324330000699	Deputy. Director, Employees' State Insurance Corporation	March 13, 2012	Valid until cancelled
2.	Certificate of Registration under the Employee Provident Fund*	MH/93798	Regional Provident Fund Commissioner, Maharashtra	August 01, 2005	Valid until cancelled

Sr. No.	Description	Registration / Approval / Certificate Number	Issuing Authority	Date of Issue	Date of Expiry
3.	License issued under Section 12(2) of the Contract Labour (Regulation and Abolition) Act, 1970*	1941600110028919	Government of Maharashtra, Office of Licensing Officer, Nanded	June 24, 2022	April 27, 2023
4.	License issued under Section 12(1) of the Contract Labour (Regulation and Abolition) Act, 1970.	LAB/BDL/08A/20/2022-03	District Labour & Employment Officer	April 11, 2022	April 10, 2023
5.	License issued under Section 8(1) of the Inter-State Migrant Workers (Regulation of Employment and Condition of Service) Act, 1979*	LAB/EMPL/BDL/44A/2022-01	District Labour & Employment Officer	April 11, 2022	April 10, 2023
6.	License under sub-section (1) of Section 12 of the Contract Labour (Regulation and Abolition) Act, 1970 for construction of library building at Chaudhary Ranbir Singh University, Jind, Haryana-126102	CLRA/ALCARNAL/2022/L-168	Government of India, Office of the Licensing Officer	June 10, 2022	June 09, 2023
7.	License under sub-section (1) of Section 12 of the Contract Labour (Regulation and Abolition) Act, 1970 for construction and upgradation for premises at lane no. 7, H. No. 4, Vidhata Nagar Bathindi Jammu and Kashmir-180007	CLRA/RLCJAMMU/L-141	Government of India, Office of the Licensing Officer	September 30, 2021	September 29, 2022
8.	Certificate of Registration granted under sub-section (2) of Section 7 of the Contract Labour (Regulation and Abolition) Act, 1970*	LAB/BDL/08/20/2022-03	District Labour & Employment Officer	April 11, 2022	Valid until cancelled
9.	Certificate of Registration granted under sub-section (2) of Section 4 of the Inter-State Migrant Workers (Regulation of Employment and Condition of Service) Act, 1979*	LAB/EMPL/BDL/44/2022-01	District Labour & Employment Officer	April 11, 2022	Valid until cancelled

*\*Our Company is yet to make applications to respective authorities for updating each of the aforesaid certificates to reflect its current name pursuant to conversion into a public limited company.*

## V. OTHER APPROVALS

Sr No.	Description	Registration / Approval / Certificate Number	Issuing Authority	Date of Issue	Date of Expiry
1.	Certificate of Registration in Class-I(A) Buildings & Roads Category, which entitles the Company to tender for CPWD Works in the specified category in whole of the Indian Union upto the tendering limit of Rupees Sevent-Five crores as modified by the further amendments thereof made from time to time in the Enlistment Rules, 2021.	No.C/14-I(A)/Infrastructure/06/2021	Government of India, Directorate, CPWD CSQ C & M Unit, 335-A, Nirman Bhawan, New Delhi – 110011	September 7, 2021	September 7, 2026
2.	Registration Renewal Certificate as Approved Contractor in “AA” Class with the Government of Gujarat	AB/TC/11 of 2022.	Roads and Building Department, Capital Project Division No.II, Gandhinagar 382010, Gujarat	January 01, 2022	December 31, 2024
4.	Registration Certificate issued to Contractor/s under Rules Governing the Registration of Contractor/s for Civil and Mechanical & Electrical Engineering Works – 2016.	Civil-801/1(A)/2020.	Municipal Corporation of Greater Mumbai	July 07, 2020.	July 06, 2025.
4.	Certificate of Registration for ISO 20000-1:2011.	18IQBU62	Shamkris Global	November 05, 2020	November 04, 2023.

For carrying out our present business activities, which include diverse range of construction and infrastructure projects in sectors such as water supply, solid waste management, road construction, canals, sewerage operation, building construction etc. We bid for Roads, Flyovers and Bridge construction, we are required to obtain consents, licenses, registrations, permissions and approvals which may include registration of contract labour employed at our project sites, registration under Building and Other Construction Workers (Regulation of Employment and Condition of Service) Act, 1996, professional tax, etc. as applicable.

We obtain these licenses and approvals based on the requirements under the particular project being undertaken by us. These approvals may vary based on factors such as the legal requirement in the State in which the project is being undertaken, our contractual and statutory obligations, the size of the project undertaken and the type of the project. Where we have subcontracted the project or any part thereof to any subcontractor or the project is undertaken by our joint venture entities then such relevant approvals and licences may be obtained by such subcontractor or the joint venture entities.

## VI. INTELLECTUAL PROPERTY

Sr.No.	Trademark	Status
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Sr.No.	Trademark	Status
1.		Not Registered

*For details regarding Intellectual Property, please refer chapter titled “Our Business” beginning on page no.102 of this Draft Red Herring Prospectus.*

## **VII.PENDING APPROVALS**

### *A. Applied but not yet approved*

Nil

### *B. Not Yet Applied*

1. The Company is yet to make an application to obtain the certificate of registration under the Maharashtra Shops and Establishments (Regulation of Employment and Conditions of Service) Act, 2017 for premises at B/1, Neela Apt. Opp. Mandpeshwar Ind. Estate, S.V.P. Road, Borivali-West, Mumbai, 40092, Maharashtra, India and at D/1, Ground Floor, Building No.6, St. Kripa CHS Ltd., Near Natural Ice Cream, Prem Nagar, Borivali (West), Mumbai-400092, Maharashtra, India.
2. The Company is yet to make an application to obtain the certificate of registration under the Building and the Other Construction Workers (Regulation of employment and conditions of Service) Act, 1996 for its premises at Maharashtra, Jammu & Kashmir, Rajasthan, Odisha, Arunachal Pradesh, Haryana and Ladakh.

## SECTION IX – OTHER REGULATORY AND STATUTORY DISCLOSURES

### Authority for the Issue

The Issue has been authorised by our Board pursuant to a resolution passed at its meeting held on September 09, 2022 and the Shareholders have approved the Issue by a special resolution passed in accordance with Section 62(1) (c) of the Companies Act, 2013, at the EGM held on September 16, 2022.

The Offer for Sale has been authorised by the Selling Shareholder by his consent letter dated September 08, 2022. The Board of Directors has taken on record the approval for the Offer for Sale by Selling Shareholder pursuant to the resolution passed at its meeting held on September 09, 2022 and the No. of Equity Shares offered are as follows:

Name of the Selling Shareholder	No. of Equity Shares Offered
Ratansingh Rathore	Up to 15,00,000
<b>TOTAL</b>	<b>Up to 15,00,000</b>

The Selling Shareholder has confirmed that the Equity Shares proposed to be offered and sold in the Issue are eligible in term of SEBI (ICDR) Regulations and that they have not been prohibited from dealings in securities market and the Equity Shares offered and sold are free from any lien, encumbrance or third-party rights. The Selling Shareholder has also confirmed that they are the legal and beneficial owner of the Equity Shares being offered by them under the Offer for Sale.

In – principle Listing Approvals:

1. We have received in-principle approval from BSE for the listing of our Equity Shares pursuant to a letter dated [●].
2. We have received in-principle approval from NSE for the listing of our Equity Shares pursuant to a letter dated [●].

### Prohibition by SEBI or Governmental Authorities

Our Company, Promoter, the Selling Shareholder, members of Promoter Group and Directors are not prohibited from accessing the capital markets or debarred from buying, selling or dealing in securities under any order or direction passed by SEBI or any securities market regulator in any other jurisdiction or any other authority/court.

None of the companies with which our Promoters or Directors are or were associated as promoter, directors or persons in control have been debarred from accessing capital markets under any order or direction passed by SEBI or any other authorities

Our Company, Promoter and Directors have not been declared as Wilful Defaulters by any bank or financial institution or consortium thereof in accordance with the guidelines on Wilful Defaulters issued by the RBI.

Our Promoters or Directors have not been declared as Fugitive Economic Offenders.

### Compliance with the Companies (Significant Beneficial Ownership) Rules, 2018

Our Company, Promoters (also the Selling Shareholder), members of Promoter Group and the Selling Shareholder, are in compliance with the Companies (Significant Beneficial Owners) Rules, 2018, as amended, to the extent applicable to each of them as on the date of this Draft Red Herring Prospectus.

### Association with Securities Market

None of our Directors are, in any manner, associated with the securities market and there is no outstanding action initiated by SEBI against them in the five years preceding the date of this Draft Red Herring Prospectus.

## Eligibility for the Issue

Our Company is eligible for the Issue 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 ₹ 300 lakhs (₹ 3 Crores), calculated on a restated & consolidated basis, in each of the preceding three full years (of 12 months each), of which not more than 50 % are held in monetary assets;
- Our Company has an average operating profit of at least ₹ 1,500 lakhs (₹ 15 Crores), calculated on a restated and consolidated basis, during the preceding three years (of 12 months each), with operating profit in each of these preceding three years;
- Our Company has a net worth of at least ₹ 100 lakhs (₹ 1 Crore) in each of the preceding three full years (of 12 months each) calculated on a restated & consolidated basis; and
- The Company has not changed its name in the last 1 year.

Our Company's net tangible assets, monetary assets, monetary assets as a percentage of the net tangible assets, average operating profits and net worth, derived from the Restated Consolidated Financial Statements included in this Draft Red Herring Prospectus for the last three Fiscals ended March 31, 2022, March 31, 2021 and March 31, 2020 are set forth below:

(₹ in lakhs)

Particulars	As at and for the Fiscal ended		
	March 31, 2022	March 31, 2021	March 31, 2020
Net Tangible Assets, as restated <sup>(1)</sup>	9,373.08	8,180.96	7,227.16
Monetary assets, as restated <sup>(2)</sup>	2,176.01	1,453.57	1,577.64
Monetary assets as a percentage of net tangible assets, as restated	23.22%	17.77%	21.83%
Operating Profits, as restated <sup>(3)</sup>	1935.70	2037.44	1489.52
Net Worth, as restated <sup>(4)</sup>	9,373.08	8180.96	7227.16

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 and deferred tax assets as defined in Ind AS 12 issued by Institute of Chartered Accountants of India

2) Monetary assets comprise of cash and bank balances.

3) "Operating profit" has been calculated as restated profit before finance costs, other income, exceptional item and tax expenses, each on a restated and consolidated financial statement. Further the Company has operating profits in each of the preceding three years.

4) "Net worth" means the aggregate of paid up equity capital and Other Equity (excluding revaluation reserve) as reduced by the aggregate of miscellaneous expenditure (to the extent not adjusted or written off), as per the restated consolidated financial statement of assets and liabilities of our Company.

Our Company confirms that it is in compliance with the conditions specified in Regulation 7(1) of the SEBI ICDR Regulations, to the extent applicable, and will ensure compliance with the conditions specified in Regulation 7(2) of the SEBI ICDR Regulations, to the extent applicable.

Further, in accordance with Regulation 49(1) of the SEBI ICDR Regulations, our Company shall ensure that the number of Allottees under the Issue shall be not less than 1,000 failing which, the entire bid money will be refunded forthwith.

Further, our Company confirms that it is not ineligible to make the Issue in terms of Regulation 5 of the SEBI ICDR Regulations, to the extent applicable. Our Company is in compliance with the conditions specified in Regulation 5 of the SEBI ICDR Regulations, as follows:

- Neither our Company, nor our Promoters (also the Selling Shareholder), members of our Promoter Group or our Directors, is debarred from accessing the capital markets by the SEBI.

- Neither our Promoters nor our Directors is a promoter or directors of any other companies which is debarred from accessing the capital markets by the SEBI.
- Neither our Company nor our Promoters or our Directors is a Wilful Defaulter.
- Neither our Directors nor our Promoters has been declared a fugitive economic offender.
- 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.

The Selling Shareholder confirms that it is in compliance with Regulation 8 of the SEBI ICDR Regulations.

#### **DISCLAIMER CLAUSE OF SEBI**

**IT IS TO BE DISTINCTLY UNDERSTOOD THAT SUBMISSION OF DRAFT RED HERRING PROSPECTUS TO SECURITIES AND EXCHANGE BOARD OF INDIA (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 ISSUE IS PROPOSED TO BE MADE OR FOR THE CORRECTNESS OF THE STATEMENTS MADE OR OPINIONS EXPRESSED IN THE DRAFT RED HERRING PROSPECTUS. THE BRLM, ARYAMAN FINANCIAL SERVICES LIMITED HAS CERTIFIED THAT THE DISCLOSURES MADE IN THE DRAFT RED HERRING PROSPECTUS ARE GENERALLY ADEQUATE AND ARE IN CONFORMITY WITH SEBI (ISSUE OF CAPITAL AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2018 IN FORCE FOR THE TIME BEING. THIS REQUIREMENT IS TO FACILITATE INVESTORS TO TAKE AN INFORMED DECISION FOR MAKING AN INVESTMENT IN THE PROPOSED ISSUE.**

**IT SHOULD ALSO BE CLEARLY UNDERSTOOD THAT WHILE THE COMPANY IS PRIMARILY RESPONSIBLE FOR THE CORRECTNESS, ADEQUACY AND DISCLOSURE OF ALL RELEVANT INFORMATION IN THE DRAFT RED HERRING PROSPECTUS, THE BRLM ARE EXPECTED TO EXERCISE DUE DILIGENCE TO ENSURE THAT THE COMPANY DISCHARGES ITS RESPONSIBILITY ADEQUATELY IN THIS BEHALF AND TOWARDS THIS PURPOSE, THE BRLM, ARYAMAN FINANCIAL SERVICES LIMITED HAVE FURNISHED TO SEBI, A DUE DILIGENCE CERTIFICATE DATED SEPTEMBER 29, 2022 IN THE FORMAT PRESCRIBED UNDER SCHEDULE V(A) OF THE SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE OF CAPITAL AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2018, AS AMENDED.**

**THE FILING OF THIS DRAFT RED HERRING PROSPECTUS DOES NOT, HOWEVER, ABSOLVE OUR COMPANY FROM ANY LIABILITIES UNDER THE COMPANIES ACT, 2013 OR FROM THE REQUIREMENT OF OBTAINING SUCH STATUTORY AND OTHER CLEARANCES AS MAY BE REQUIRED FOR THE PURPOSE OF THE PROPOSED ISSUE. SEBI FURTHER RESERVES THE RIGHT TO TAKE UP AT ANY POINT OF TIME, WITH THE BRLM ANY IRREGULARITIES OR LAPSES IN THIS DRAFT RED HERRING PROSPECTUS.**

#### **Disclaimer from our Company, our Directors, the Selling Shareholder and the Book Running Lead Manager**

Our Company, the Directors, the Selling Shareholder and the Book Running Lead Manager accept no responsibility for statements made otherwise than those confirmed 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.hmgroup.co](http://www.hmgroup.co), would be doing so at his or her own risk.

The Book Running Lead Manager accept no responsibility, save to the limited extent as provided in the Issue Agreement and the Underwriting Agreement to be entered into among the Underwriters, our Company and the Selling Shareholder

All information shall be made available by our Company, the Selling Shareholder (to the extent that the information pertain to themselves and their respective portion of the Offered Shares) and the Book Running Lead Manager 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 Shareholder 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 Bid Amount in the ASBA Account on receipt of instructions from the Sponsor Bank on account of any errors, omissions or non-compliance by various parties involved in, or any other fault, malfunctioning or breakdown in, or otherwise, in the UPI Mechanism.

Bidders will be required to confirm and will be deemed to have represented to our Company, the Selling Shareholder, Underwriters and their respective directors, officers, agents, affiliates, and representatives that they are eligible under all applicable laws, rules, regulations, guidelines and approvals to acquire the Equity Shares and will not Offer, allot, 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 Shareholder, Underwriters and their respective directors, officers, agents, affiliates, and representatives accept no responsibility or liability for advising any investor on whether such investor is eligible to acquire the Equity Shares.

The Book Running Lead Manager and their respective associates and affiliates may engage in transactions with, and perform services for, our Company, the Selling Shareholder and their respective group companies, affiliates or associates or third parties in the ordinary course of business and have engaged, or may in the future engage and investment banking transactions with or become customers to our Company, the Selling Shareholder and their respective group companies, affiliates or associates or third parties, for which they have received, and may in the future receive, compensation.

#### **Disclaimer in respect of Jurisdiction**

This Issue is being made in India to persons resident in India (including Indian nationals resident in India, Hindu Undivided Families (“HUFs”), companies, other corporate bodies and societies registered under the applicable laws in India and authorized to invest in equity shares, Indian Mutual Funds registered with the SEBI, Indian financial institutions, commercial banks, regional rural banks, co-operative banks (subject to permission from the RBI), systemically important non-banking financial companies or trusts under the applicable trust laws, and who are authorized under their respective constitutions to hold and invest in equity shares, public financial institutions as specified under Section 2(72) of the Companies Act 2013, venture capital funds, permitted insurance companies and pension funds and, to permitted non-residents including Eligible NRIs, Alternative Investment Funds (“AIFs”), Foreign Portfolio Investors registered with SEBI (“FPIs”) and QIBs. This Draft Red Herring Prospectus does not, however, constitute an offer to sell or an invitation to subscribe to Equity Shares offered hereby, in any jurisdiction to any person to whom it is unlawful to make an offer or invitation in such jurisdiction. Any person into whose possession this Draft Red Herring Prospectus comes is required to inform himself or herself about, and to observe, any such restrictions. Any dispute arising out of this Issue will be subject to the jurisdiction of appropriate court(s) at Mumbai, India.

No action has been, or will be taken to permit a public offering in any jurisdiction where action would be required for that purpose, except that this Draft Red Herring Prospectus has been filed with SEBI for its observations. Accordingly, the Equity Shares represented hereby may not be offered or sold, directly or indirectly, and this Draft Red Herring Prospectus may not be distributed, in any jurisdiction, except in accordance with the legal requirements applicable in such jurisdiction. Neither the delivery of this Draft Red Herring Prospectus, nor any offer or sale hereunder, shall, under any circumstances, create any implication that there has been no change in our affairs from the date hereof or that the information contained herein is correct as of any time subsequent to this date.

**The Equity Shares offered in the Issue have not been and will not be registered under the U.S. Securities Act of 1933, as amended or any state securities laws in the United States, and unless so registered may not be offered or sold within the United States, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and applicable state securities laws. Accordingly, such Equity Shares are being offered and sold (i) outside of 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 jurisdictions where those offers and sales occur; and (ii) in the United States only to persons reasonably believed to be “qualified institutional buyers” (as defined in Rule 144A under the U.S. Securities Act), pursuant to Section 4(a) of the U.S. Securities Act.**

**The Equity Shares have not been and will not be registered, listed or otherwise qualified in any other jurisdiction outside India and may not be offered or sold, and Bids may not be made by persons in any such jurisdiction, except in compliance with the applicable laws of such jurisdiction**

#### **Disclaimer Clause of the 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 the 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.

#### **Filing**

A copy of this Draft Red Herring Prospectus has been filed with SEBI at Mumbai, Maharashtra and electronically on the platform provided by SEBI.

A copy of the Red Herring Prospectus, along with the material contract and documents required to be filed under Section 32 of the Companies Act, 2013 would be delivered for registration to the RoC and a copy of the Prospectus to be filed under Section 26 and 28 of the Companies Act, 2013 would be delivered for registration with RoC at the Office of the Registrar of Companies, 100, Everest, Marine Drive, Mumbai 400 002.

#### **Listing**

Applications have been made to the Stock Exchanges for permission to deal in and for an official quotation of the Equity Shares. [●] will be the Designated Stock Exchange with which the Basis of Allotment will be finalised.

If the permission to deal in and for an official quotation of the Equity Shares is not granted by the Stock Exchanges, our Company shall forthwith repay, without interest, all monies received from the applicants in pursuance of the Red Herring Prospectus in accordance with applicable law. If such money is not repaid within the prescribed time, then our Company and every officer in default shall be liable to repay the money, with interest, as prescribed under applicable law.

Our Company shall ensure that all steps for the completion of the necessary formalities for listing and commencement of trading of Equity Shares at the Stock Exchanges are taken within six Working Days of the Bid/Issue Closing Date or such other period as may be prescribed by the SEBI. If our Company does not allot Equity Shares pursuant to the Issue within six Working Days from the Bid/Issue Closing Date or within such timeline as prescribed by the SEBI, it shall repay without interest all monies received from Bidders, failing which interest shall be due to be paid to the Bidders at the rate of 15% per annum for the delayed period or such other rate prescribed by SEBI.

The Selling Shareholder undertakes to provide such reasonable assistance as may be requested by our Company, to the extent such assistance is required from the Selling Shareholder in relation to the Offered Shares to facilitate the process of listing and commencement of trading of the Equity Shares on the Stock Exchanges within such time prescribed by SEBI.

#### **Consents**

Consents in writing our Directors, the Selling Shareholder, our Company Secretary and Compliance Officer, our Chief Financial Officer, Statutory Auditor, Legal Advisor, the Book Running Lead Manager, Bankers to our Company, the Syndicate Members, Banker to the Issue, Sponsor Bank, Registrar to the Company, the Registrar to the Issue and Share Escrow Agent to act in their respective capacities, have been obtained/will be obtained prior to filing of the Red Herring Prospectus with the RoC 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 delivery of the Red Herring Prospectus for registration with the RoC.

In accordance with the Companies Act, 2013 and the SEBI ICDR Regulations, M/s. DGMS & Co., Statutory Auditor and Peer Reviewed Auditor have provided their written consent to the inclusion of their Report on Restated Consolidation Financial Statements dated September 22, 2022 and Report on Statement of Tax Benefits dated September 22, 2022, which may be available to the Company and its shareholder, included in this Draft Red Herring Prospectus in the form and context in which they appear therein and such consents and reports will not be withdrawn up to the time of filing of this Draft Red Herring Prospectus.

### **Expert Opinion**

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

Our Company has received written consent from its Statutory Auditor and Peer Reviewed Auditor namely, M/s. DGMS & Co., to include its name as required under Section 26(1) of the Companies Act, 2013, as amended in this Draft Red Herring Prospectus and as “Experts” as defined under Section 2(38) of the Companies Act, 2013 in respect of the Report on Restated Consolidated Financial Statements dated September 22, 2022; and Report on Statement of Tax Benefits dated September 22, 2022 included in this Draft Red Herring Prospectus and such consent has not been withdrawn as on the date of this Draft Red Herring Prospectus.

However, the term “expert” shall not be construed to mean “Experts” as defined under the U.S. Securities Act.

### **Particulars regarding public or rights issues by our Company during the last five years**

Our Company has not undertaken any public or rights issue in the five years preceding the date of this Draft Red Herring Prospectus.

### **Commission and Brokerage paid on previous issues of the Equity Shares in the last five years**

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

### **Particulars regarding capital issues by our Company and listed group companies, subsidiaries or associate entity during the last three years**

Our Company or listed group companies or subsidiaries or associate entity has not undertaken any public or rights issue to the public in the three years preceding the date of this Draft Red Herring Prospectus:

## **PERFORMANCE VIS-À-VIS OBJECTS**

### **Our Company**

Our Company has not made any public issue (including any rights issue to the public) since its incorporation.

### **Listed Subsidiaries / Promoters**

None of our Subsidiaries / Promoters has made any rights and public issues in the past five (5) years.

### Price Information of past issues handled by the Book Running Lead Manager

Price information of past issues (during current financial year and two financial years preceding the current financial year) handled by Aryaman Financial Services Limited

Sr. No	Issue Name	Issue size (₹ in Cr.)	Issue Price (₹)	Listing date	Opening price on listing date	+/- % change in Price on closing price, [+/- % change in closing benchmark]- 30 <sup>th</sup> calendar days from listing		+/- % change in Price on closing price, [+/- % change in closing benchmark]- 90 <sup>th</sup> calendar days from listing		+/- % change in Price on closing price, [+/- % change in closing benchmark]- 180 <sup>th</sup> calendar days from listing	
1.	EP Biocomposites Limited	6.35	126	13-09-22	160.25	NA	NA	NA	NA	NA	NA
2.	Rhetan TMT Limited	56.00	70	05-09-22	70.00	NA	NA	NA	NA	NA	NA
3.	Modi's Navnirman Limited	22.68	180	06-07-22	189.00	75.00%	8.63%	NA	NA	NA	NA
4.	SP Refractories Limited	4.92	90	22-03-22	90.20	(11.11%)	0.45%	(8.89%)	(11.35%)	(11.11%)	1.24%
5.	Fabino Life Sciences Limited	3.24	36.00	13-01-22	38.45	(1.53%)	(5.03%)	(27.78%)	(4.73%)	(33.33%)	(12.00%)
6.	Suyog Gurbaxani Funicular Ropeways Limited	29.50	45.00	16-11-21	45.45	12.44%	(4.01%)	1.11%	(6.49%)	1.11%	(12.48%)
7.	CWD Limited	18.01	180.00	13-10-21	180.90	30.39%	(0.08%)	100.83%	(0.20%)	329.14%	(2.92%)
8.	Gretex Corporate Services Limited	5.13	170.00	09-08-21	172.00	9.38%	7.07%	19.29%	10.41%	17.65%	7.80%
9.	Times Green Energy (India) Limited	4.05	61.00	30-06-21	61.40	0.08%	0.20%	3.28%	13.69%	0.08%	9.41%
10.	Adeshwar Meditex Limited	9.75	25.00	28-06-21	25.25	0.20%	(0.55%)	14.00%	13.87%	44.20%	8.32%

### Summary Statement of Disclosure

Financial Year	Total no. of IPOs	Total Funds Raised (₹. In Cr.)	No. of IPOs trading at discount - 30th calendar day from listing day			Nos. of IPOs trading at premium - 30th calendar day from listing day			No. of IPOs trading at discount - 180th calendar day from listing day			Nos. of IPOs trading at premium - 180th calendar day from listing day		
			Over 50%	Between	Less than	Over 50%	Between	Less than	Over 50%	Between 25-	Less than	Over 50%	Between 25-	Less than

				25-50%	25%		25-50%	25%		50%	25%		50%	25%
2022-23	3	85.03	0	0	0	1	0	0	0	0	0	0	0	0
2021-22	7	74.60	0	0	2	0	1	4	0	1	1	1	1	3
2020-21	4	46.47	0	1	0	0	0	3	1	0	0	1	0	2

**Notes:**

(1) Since the listing date of EP Biocomposites Limited was on September 13, 2022, information related to closing price and benchmark index as on the 30<sup>th</sup>, 90<sup>th</sup> and 180<sup>th</sup> Calendar day from the listing date is not available.

(2) Since the listing date of Rhetan TMT Limited was on September 05, 2022, information related to closing price and benchmark index as on the 30<sup>th</sup>, 90<sup>th</sup> and 180<sup>th</sup> Calendar day from the listing date is not available.

(3) Since the listing date of Modi's Navnirman Limited was on July 06, 2022, information related to closing price and benchmark index as on the 90<sup>th</sup> and 180<sup>th</sup> Calendar day from the listing date is not available.

(4) The respective Designated Stock Exchange for each Issue has been considered as the Benchmark index for each of the above Issues.

(5) In the event any day falls on a holiday, the price/index of the immediate preceding working day has been considered. If the stock was not traded on the said calendar days from the date of listing, the share price is taken of the immediately preceding trading day.

(6) Source: [www.bseindia.com](http://www.bseindia.com) and [www.nseindia.com](http://www.nseindia.com) BSE Sensex and Nifty Fifty as the Benchmark Indices

### **Track record of past issues handled by the Book Running Lead Manager**

For details regarding the track record of the Book Running Lead Manager to the Issue as specified in Circular reference CIR/MIRSD/1/ 2012 dated January 10, 2012 issued by the SEBI, please see the website of Aryaman Financial Services Limited –[www.afsl.co.in](http://www.afsl.co.in)

### **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.

### **Redressal of Investor Grievances**

The agreement between the Registrar to the Issue, our Company provides for retention of records with the Registrar to the Issue for a period of at least eight years from the date of listing and commencement of trading of the Equity Shares to enable the investors to approach the Registrar to the Issue for redressal of their grievances.

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. Further, the investors shall be compensated by the SCSBs in accordance with SEBI circular SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021 in the events of delayed unblock for cancelled/ withdrawn/ deleted bids, blocking of multiple amounts for the same UPI bid, blocking of more amount than the bid amount, delayed unblocking of amounts for non-allotted/ partially-allotted bids for the stipulated period. In an event there is a delay in redressal of the investor grievance in relation to unblocking of amounts, the Book Running Lead Manager shall compensate the investors at the rate higher of 100 or 15% per annum of the bid amount for the period of such delay

All grievances in relation to the Bidding process may be addressed to the Registrar to the Issue 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 DP ID, PAN, Client ID, UPI ID (in case of RIBs using the UPI Mechanism), date of the submission of Bid cum Application Form, address of the Bidder, number of the Equity Shares applied for and the name and address of the Designated Intermediary where the Bid cum Application Form was submitted by the Bidder.

Further, the Bidder shall also enclose a copy of the Acknowledgment Slip duly received from the concerned Designated Intermediary in addition to the information mentioned hereinabove.

The Registrar to the Issue shall obtain the required information from the SCSBs for addressing any clarifications or grievances of ASBA Bidders. Our Company, the BRLM and the Registrar to the Issue accept no responsibility for errors, omissions, commission or any acts of SCSBs including any defaults in complying with their obligations under applicable SEBI ICDR Regulations. Investors can contact the Compliance Officer or the Registrar to the Issue in case of any pre-Issue or post-Issue 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 intimations and non-receipt of funds by electronic mode.

Anchor Investors are required to address all grievances in relation to the Issue to the Book Running Lead Manager.

Our Company has also appointed Avani Harikantra, Company Secretary and Compliance Officer of our Company. For details, see “*General Information*” beginning on page no. 55 of this Draft Red Herring Prospectus.

Our Company has also constituted a Stakeholders’ Relationship Committee 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.

The Company shall obtain authentication on the SCORES and comply with the SEBI circular no.CIR/OIAE/1/2013 dated April 17, 2013 in relation to redressal of investor grievances through SCORES.

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 this Draft Red Herring Prospectus.

As on the date of this Draft Red Herring Prospectus, none of our Group Companies, are listed on any stock exchanges.

**Disposal of investor grievances by our Company**

Our Company estimates that the average time required by our Company or the Registrar to the Issue or the relevant Designated Intermediary, for the redressal of routine investor grievances shall be 10 Working Days from the date of receipt of the complaint. In case of non-routine complaints and complaints where external agencies are involved, our Company will seek to redress these complaints as expeditiously as possible.

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## SECTION X – ISSUE INFORMATION

### TERMS OF THE ISSUE

*The Equity Shares being offered, issued and allotted pursuant to the Issue shall be subject to the provisions of the Companies Act, SEBI ICDR Regulations, SEBI Listing Regulations, the SCRA, the SCRR, the Memorandum of Association and Articles of Association, the terms of the Red Herring Prospectus, the Prospectus, the abridged prospectus, the Bid cum Application Form, any Revision Form, the CAN or 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 the Issue. The Equity Shares shall also be subject to laws as applicable, guidelines, rules, notifications and regulations relating to the issue of capital and listing and trading of securities issued from time to time by SEBI, the GoI, the Stock Exchanges, the RBI, RoC and/or other authorities, as in force on the date of the Issue and to the extent applicable or such other conditions as may be prescribed by the SEBI, the RBI, the GoI, the Stock Exchanges, the RoC or any other authority while granting its approval for the Issue.*

#### **Ranking of Equity Shares**

The Equity Shares being issued and transferred pursuant to the Issue will be subject to the provisions of the Companies Act, the SEBI Listing Regulations, the MoA and the AoA and will rank pari passu in all respects with the existing Equity Shares of our Company, including in respect of dividends and other corporate benefits, if any, declared by our Company, after the date of Allotment. For more information, see “*Main Provisions of Articles of Association*” on page no. 259 of this Draft Red Herring Prospectus.

#### **Mode of Payment of Dividend**

Our Company shall pay dividend, if declared, to our Shareholders, as per the provisions of the Companies Act, the SEBI Listing Regulations, our MoA and the AoA, and any guidelines or directives that may be issued by the GoI in this respect. Any dividends declared, after the date of Allotment in this Issue, will be payable to the Bidders who have been Allotted Equity Shares in the Issue, for the entire year, in accordance with applicable law. For more information, see “*Dividend Policy*” and “*Main Provisions of Articles of Association*” on page nos. 155 and 259, respectively of this Draft Red Herring Prospectus.

#### **Face Value, Issue Price and Price Band**

The face value of each Equity Share is ₹ 10 and the Issue Price at the lower end of the Price Band is ₹ [●] per Equity Share and at the higher end of the Price Band is ₹ [●] per Equity Share. The Anchor Investor Issue Price is ₹ [●] per Equity Share.

The Price Band and the minimum Bid Lot size will be decided by our Company in consultation with the BRLMs, and will be advertised, at least two Working Days prior to the Bid/ Issue Opening Date, in all edition of [●] (a widely circulated English national daily newspaper), in all editions of [●] (a widely circulated Hindi national daily newspaper) and in all editions of [●] (a widely circulated Marathi newspaper, Marathi also being the regional language of Mumbai, Maharashtra where the Registered is located) each with wide circulation and shall be made available to the Stock Exchanges for the purpose of uploading on their respective 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 on the respective websites of the Stock Exchanges.

At any given point of time there shall be only one denomination of the Equity Shares of our Company, subject to applicable laws.

#### **Compliance with SEBI ICDR Regulations**

Our Company shall comply with all requirements of the SEBI (ICDR) Regulations. Our Company shall comply with all disclosure and accounting norms as specified by SEBI from time to time.

#### **The Issue**

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

#### **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 our Articles of Association, our Shareholders shall have the following rights:

- Right to receive dividends, if declared;
- Right to attend general meetings and exercise voting rights, unless prohibited by law;
- Right to vote on a poll either in person or by proxy and e-voting, in accordance with the provisions of the Companies Act;
- Right to receive offers for rights shares and be allotted bonus shares, if announced;
- Right to receive surplus on liquidation, subject to any statutory and preferential claim being satisfied;
- Right of free transferability of the Equity Shares, subject to applicable laws, including any RBI rules and regulations; and
- Such other rights, as may be available to a shareholder of a listed public company under the Companies Act, the SEBI Listing Regulations, and our Memorandum of Association and Articles of Association.

For a detailed description of the main provisions of the Articles of Association of our Company relating to voting rights, dividend, forfeiture and lien, transfer, transmission and/or consolidation or splitting, see “*Main Provisions of Articles of Association*” beginning on page no. 259 of this Draft Red Herring Prospectus.

### **Allotment only in Dematerialised Form**

Pursuant to Section 29 of the Companies Act, 2013 and the SEBI ICDR Regulations, the Equity Shares shall be allotted only in dematerialised form. As per the SEBI ICDR Regulations, the trading of the Equity Shares shall only be in dematerialized form. In this context, two agreements have been signed amongst our Company, the respective Depositories and the Registrar to the Issue:

- 1) Tripartite agreement dated August 30, 2021 between our Company, NSDL and the Registrar and Share Transfer Agent to the Issue.
- 2) Tripartite agreement dated August 30, 2021 between our Company, CDSL and the Registrar and Share Transfer Agent to the Issue.

### **Market Lot and Trading Lot**

Since trading of our Equity Shares is in dematerialized form, the tradable lot is one Equity Share. Allotment in this Issue will be in multiples of one Equity Share subject to a minimum Allotment of [●] Equity Shares. For the method of Basis of Allotment, see “*Issue Procedure*” on page no. 239 of this Draft Red Herring Prospectus.

### **Joint Holders**

Subject to the provisions of the Articles of Association, where two or more persons are registered as the holders of the Equity Shares, they will be deemed to hold such Equity Shares as joint tenants with benefits of survivorship.

### **Jurisdiction**

The courts of Mumbai, India will have exclusive jurisdiction in relation to this Issue.

### **Nomination facility to investors**

In accordance with Section 72 of the Companies Act read with Companies (Share Capital and Debentures) Rules, 2014, as amended, the sole Bidder, or the first Bidder along with other joint Bidders, may nominate any one person in whom, in the event of the death of sole Bidder or in case of joint Bidders, death of all the Bidders, as the case may be, the Equity Shares Allotted, if any, shall vest. A person, being a nominee, entitled to the Equity Shares by reason of the death of the original holder(s), shall be entitled to the same advantages to which he or she would be entitled if he or she were the registered holder of the Equity Share(s). Where the nominee is a minor, the holder(s) may make a nomination to appoint, in the prescribed manner, any person to become entitled to Equity Share(s) in the event of his or her death during the minority. A nomination shall stand rescinded upon a sale, transfer or alienation of Equity Share(s) by the person nominating. A buyer will be entitled to make a fresh nomination in the manner prescribed. Fresh nomination can be made only on the prescribed form available on request at our Corporate Office or to the registrar and transfer agents of our Company.

Any person who becomes a nominee by virtue of the provisions of Section 72 of the Companies Act, 2013 shall upon the production of such evidence as may be required by the Board, elect either:

- ✓ 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, the Board may at any time give notice requiring any nominee to choose either to be registered himself or herself or to transfer the Equity Shares, and if the notice is not complied with within a period of ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the Equity Shares, until the requirements of the notice have been complied with.

Since the Allotment of Equity Shares in the Issue will be made only in dematerialized mode there is no need to make a separate nomination with our Company. Nominations registered with respective Depository Participant of the Bidder would prevail. If the Bidder wants to change the nomination, they are requested to inform their respective Depository Participant.

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

### **Withdrawal of the Issue**

Our Company in consultation with the BRLM, reserves the right not to proceed with the Issue after the Bid/ Issue Opening Date but before the Allotment. In such an event, our Company would issue a public notice in the newspapers in which the pre- Issue advertisements were published, within two days of the Bid/ Issue Closing Date or such other time as may be prescribed by SEBI, providing reasons for not proceeding with the Issue. The BRLM, through the Registrar to the Issue, shall notify the SCSBs and the Sponsor Bank, in case of RIBs using the UPI Mechanism, to unblock the bank accounts of the ASBA Bidders and the BRLMs shall notify the Escrow Collection Bank to release / refund the Bid Amounts to the Anchor Investors, within one Working Day from the date of receipt of such notification. Our Company shall also inform the same to the Stock Exchanges on which Equity Shares are proposed to be listed.

Notwithstanding the foregoing, the Issue is also subject to obtaining (i) the final listing and trading approvals of the Stock Exchanges, which our Company shall apply for after Allotment, and (ii) the final RoC approval of the Prospectus after it is filed with the RoC. If our Company withdraws the Issue after the Bid/ Issue Closing Date and thereafter determines that it will proceed with an issue of the Equity Shares, our Company shall file a fresh Draft Red Herring Prospectus with SEBI and the Stock Exchanges

### **ISSUE PROGRAM**

ISSUE OPENS ON <sup>(1)</sup>	[●]
ISSUE CLOSES ON	[●]

<sup>(1)</sup>Our Company may, in consultation with the BRLM, consider participation by Anchor Investors. The Anchor Investor Bidding Date shall be one Working Day prior to the Bid/ Issue Opening Date in accordance with the SEBI ICDR Regulations.

An indicative timetable in respect of the Issue is set out below:

Event	Indicative Date
Issue Closing Date	[●]

Finalisation of Basis of Allotment with the Designated Stock Exchange	On or before [●]
Initiation of Refunds (if any, for Anchor Investors) / unblocking of funds from ASBA Account	On or before [●]
Credit of Equity Shares to demat account of the Allottees	On or before [●]
Commencement of trading of the Equity Shares on the Stock Exchanges	On or before [●]

**The above time-table is indicative in nature and does not constitute any obligation or liability on our Company or the Members of the Syndicate. While our Company will use best efforts to ensure that listing and trading of our Equity Shares on the Stock Exchanges commences within six Working Days of the Bid/Issue Closing Date or such other period as may be prescribed by SEBI, the timetable may be subject to change for various reasons, including extension of Bid/Issue Period by our Company due to revision of the Price Band, any delays in receipt of final listing and trading approvals from the Stock Exchanges, delay in receipt of final certificates from SCSBs, etc. The commencement of trading of the Equity Shares will be entirely at the discretion of the Stock Exchanges in accordance with applicable law.**

SEBI is in the process of streamlining and reducing the post issue timeline for IPOs. Any circulars or notifications from SEBI after the date of this Draft Red Herring Prospectus may result in change of the above - mentioned timelines

Except in relation to the Bids received from the Anchor Investors, Bids and any revision in Bids will be accepted only between 10.00 a.m. and 5.00 p.m. (Indian Standard Time) during the Bid/Issue Period at the Bidding Centers, except that on the Bid/Issue Closing Date (which for QIBs may be a day prior to the Bid/Issue Closing Date for non-QIBs), Bids will be accepted only between 10.00 a.m. and 3.00 p.m. (Indian Standard Time) and uploaded until (i) 4.00 p.m. (Indian Standard Time) for Bids by QIBs and Non-Institutional Investors; and (ii) 5.00 p.m. or such extended time as permitted by the Stock Exchanges (Indian Standard Time) in case of Bids by Retail Individual Bidders and Eligible Employees bidding in the Employee Reservation Portion. On the Bid/Issue Closing Date, extension of time may be granted by the Stock Exchanges only for uploading Bids received from Retail Individual Bidders and Eligible Employees bidding in the Employee Reservation Portion, after taking into account the total number of Bids received up to closure of timings for acceptance of Bid cum Application Forms as stated herein and reported by the BRLMs to the Stock Exchanges.

**For the avoidance of doubt, it is clarified that Bids not uploaded on the electronic bidding system or in respect of which the full Bid Amount is not blocked by SCSBs and the Sponsor Bank will be rejected**

Due to limitation of time available for uploading Bids on the Bid/Issue Closing Date, Bidders are advised to submit Bids one day prior to the Bid/Issue Closing Date and, in any case, no later than 1.00 p.m. (Indian Standard Time) on the Bid/Issue Closing Date. Bidders are cautioned that if a large number of Bids are received on the Bid/Issue Closing Date, as is typically experienced in public issues, which may lead to some Bids not being uploaded due to lack of sufficient time to upload, such Bids that cannot be uploaded on the electronic bidding system will not be considered for allocation in the Issue. It is clarified that Bids not uploaded on the electronic bidding system or in respect of which the full Bid Amount is not blocked by the SCSBs would be rejected. Our Company and the members of Syndicate will not be responsible for any failure in uploading Bids due to faults in any hardware/software system or otherwise. Bids will be accepted only on Working Days. Investors may please note that as per letters dated July 3, 2006 and July 6, 2006, issued by the BSE and NSE respectively, Bids and any revisions in Bids shall not be accepted on Saturdays and public holidays as declared by the Stock Exchanges.

Our Company in consultation with the BRLMs, reserve the right to revise the Price Band during the Bid/Issue Period, in accordance with the SEBI ICDR Regulations, provided that the Cap Price will be less than or equal to 120% of the Floor Price and the Floor Price will not be less than the face value of the Equity Shares. Subject to compliance with the foregoing, the Floor Price may move up or down to the extent of 20% of the Floor Price and the Cap Price be revised accordingly.

**In case of any revision to the Price Band, the Bid/Issue Period will be extended by at least three additional Working Days after such revision of the Price Band, subject to the total Bid/Issue Period not exceeding 10 Working Days. In cases of force majeure, our Company may, for reasons to be recorded in writing, extend the Bid / Issue Period for a minimum of three Working Days, subject to the Bid/ Issue Period not exceeding 10 Working Days. Any revision in the Price Band and the revised Bid/Issue Period, if applicable, will be widely disseminated by notification to the Stock Exchanges, by issuing a press release, and also by indicating the change on the websites of the Book Running Lead Managers and at the terminals of the other Members of the Syndicate and by intimation to Designated Intermediaries. However, in case of revision in the Price Band, the Bid Lot shall remain the same.**

In case of discrepancy in data entered in the electronic book vis-à-vis data contained in the Bid cum Application Form for a particular Bidder, the details as per the Bid file received from the Stock Exchanges shall be taken as the final data for the purpose of Allotment.

### **Minimum Subscription**

In the event our Company does not receive (i) a minimum subscription of 90% of the Issue, and (ii) a subscription in the Issue equivalent to minimum number of securities as specified in Rule 19(2) of the SCRR, including through devolvement to the Underwriters, as applicable, our Company shall forthwith refund the entire subscription amount received no later than 15 days from the Bid / Issue Closing Date, failing which, the directors of our Company who are officers in default shall jointly and severally be liable to repay that money with interest at the rate of 15% per annum. If there is a delay beyond such period, our Company shall pay such interest prescribed under the Companies Act, 2013, read with the applicable rules framed thereunder. Our Company in consultation with the BRLM, reserve the right not to proceed with the Issue for any reason at any time after the Bid / Issue Opening Date but before the Allotment of Equity Shares.

In case of non-receipt of minimum subscription, application money of Anchor Investors to be refunded shall be credited only to the bank account from which the subscription was remitted. 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.

### **Arrangements for Disposal of Odd Lots**

Since the Equity Shares will be treated in dematerialised form only, and the market lot for the Equity Shares will be one Equity Share, there are no arrangements for disposal of odd lots.

### **New Financial Instruments**

As on the date of this Draft Red Herring Prospectus, there are no outstanding warrants, new financial instruments or any rights, which would entitle the shareholders of our Company, including our Promoter, to acquire or receive any Equity Shares after the Issue.

### **Restrictions, if any on Transfer and Transmission of Equity Shares**

Except for lock-in of the pre-Issue capital of our Company, the minimum Promoter's contribution and the Anchor Investor lock-in in the Issue as detailed in "*Capital Structure*" on page no. 62 of this Draft Red Herring Prospectus, and except as provided in the Articles of Association as detailed in "*Main Provisions of the Articles of Association*" on page no. 259 of this Draft Red Herring Prospectus, there are no restrictions on transfers and transmission of Equity Shares and on their consolidation/ splitting.

## ISSUE STRUCTURE

Public Issue of upto 50,00,000 Equity Shares for cash at price of ₹ [●] (including a share premium of ₹ [●] per Equity Share) aggregating up to ₹ [●] lakhs comprising of a Fresh Issue of upto 35,00,000 Equity Shares aggregating up to ₹ [●] lakhs by our Company and an Offer of Sale of up to 15,00,000 Equity Shares aggregating up to ₹ [●] lakhs by the Selling Shareholder. The Issue will constitute [●] % of the post –Issue paid-up Equity Share capital of our Company.

*The Issue is being made through the Book Building Process:*

Particulars	QIBs <sup>(1)</sup>	Non-Institutional Bidders	Retail Individual Bidders
Number of Equity Shares available for Allotment/allocation* <sup>(2)</sup>	Not more than [●] Equity Shares	Not less than [●] Equity Shares available for allocation or Net Issue less allocation to QIBs Bidders and Retail Individual Bidders	Not less than [●] Equity Shares available for allocation or Net Issue less allocation to QIBs Bidders and Non- Institutional Bidders
Percentage of Issue size available for Allotment / allocation	[●] % (not more than 50%) of the Net Issue shall be available for allocation to QIBs.  However, upto 5% of the QIB Portion (excluding Anchor Investor Portion) shall be available for allocation proportionately to Mutual Funds only. Mutual Funds participating in the Mutual Fund Portion will also be eligible for allocation in the remaining balance QIB Category (excluding the Anchor Investor Portion). The unsubscribed portion in the Mutual Fund reservation will be available for allocation to QIBs.	[●] % (not less than 15%) of the Net Issue or the Net Issue less allocation to the QIB Bidders and Retail Individual Bidders will be available for allocation	[●] % (not less than 35%) of the Net Issue or the Net Issue less allocation to the QIB Bidders and Non Institutional Bidders will be available for allocation
Basis of Allotment if respective category is oversubscribed	Proportionate as follows: (excluding Anchor Investor Portion) a) Upto [●] Equity Shares shall be available for allocation on a proportionate basis to Mutual Funds only; and  b) Upto [●] Equity Shares shall be allotted on a proportionate basis to all QIBs, including Mutual Funds receiving allocation as per (a) above.  Upto [●] Equity Shares may be allocated on a discretionary basis to Anchor Investors of which one-third shall be available for allocation to	Proportionate.	The allotment to each Retail Individual Bidders 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 further details, see “Allotment Procedure and Basis of Allotment – Allotment to RIBs” in the GID

Particulars	QIBs <sup>(1)</sup>	Non-Institutional Bidders	Retail Individual Bidders
	Mutual Funds only, subject to valid Bid received from Mutual Eligible Employees Funds at or above the Anchor Investor Allocation Price		
Minimum Bid	Such number of Equity Shares in multiples of [●] Equity Shares so that the Bid Amount exceeds ₹ 200,000.	Such number of Equity Shares in multiples of [●] Equity Shares so that the Bid Amount exceeds ₹ 200,000.	[●] Equity Shares and in multiples of [●] Equity Shares thereafter
Maximum Bid	Such number of Equity Shares in multiples of [●] Equity Shares so that the Bid does not exceeds the size of the Issue, subject to applicable limits to the Bidder.	Such number of Equity Shares in multiples of [●] Equity Shares so that the Bid does not exceeds the size of the Issue, (excluding the QIB Category) subject to applicable limits to the Bidder.	Such number of Equity Shares in multiples of [●] Equity Shares so that the Bid Amount does not exceed ₹ 200,000.
Mode of Allotment	Compulsorily in dematerialised form.		
Bid Lot	[●] Equity Shares and in multiples of [●] Equity Shares thereafter.		
Allotment Lot	A minimum of [●] Equity Shares and thereafter in multiples of [●] Equity Share.	A minimum of [●] Equity Shares and thereafter in multiples of [●] Equity Share.	A minimum of [●] Equity Shares and thereafter in multiples of [●] Equity Share, subject to availability in the Retail Portion.
Trading Lot	One Equity Share.		
Who can Apply <sup>(3)</sup>	Public financial institutions as specified in Section 2(72) of the Companies Act 2013, scheduled commercial banks, mutual funds registered with SEBI, FPIs other than individuals, corporate bodies and family offices, FVCIs, VCFs, AIFs, state industrial development corporation, insurance company registered with IRDAI, provident fund with minimum corpus of ₹ 250 million, pension fund with minimum corpus of ₹ 250 million National Investment Fund set up by the Government, 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 NBFCs.	Resident Indian individuals, Eligible NRIs, HUFs (in the name of Karta), companies, corporate bodies, scientific institutions, societies and trusts, family offices and FPIs who are individuals, corporate bodies and family offices	Resident Indian individuals, HUFs (in the name of the Karta) and Eligible NRIs.
Terms of Payment	<p><b>In case of all other Bidders:</b> Full Bid Amount shall be blocked by the SCSBs in the bank account of the ASBA Bidders (other than Anchor Investors) or by the Sponsor Bank through the UPI Mechanism (only RIBs) that is specified in the ASBA Form at the time of submission of the ASBA Form.</p> <p><b>In case of Anchor Investors:</b> Full Bid Amount was payable by the Anchor Investors at the time of submission of the Anchor Investor Application Form<sup>(4)</sup></p>		
Mode of Bidding	Only through the ASBA	Only through the ASBA	Only through the ASBA

Particulars	QIBs <sup>(1)</sup>	Non-Institutional Bidders	Retail Individual Bidders
	process (except for Anchor Investors).	process.	process. In case of Retail Individual Investors, ASBA process will include the UPI mechanism.

\* Assuming full subscription in the Issue

<sup>(1)</sup>Our Company and the Selling Shareholder may, in consultation with the BRLM, allocate upto 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.

<sup>(2)</sup>Subject to valid Bids being received at or above the Issue Price. The Issue is being made in terms of Rule 19(2)(b) of the SCRR read with Regulation 45 of the SEBI ICDR Regulations. The Issue 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 Issue 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 Issue 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 Issue shall be available for allocation on a proportionate basis to Non-Institutional bidders and not less than 35% of the Issue 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 Issue Price.

<sup>(3)</sup>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.

<sup>(4)</sup>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 Issue 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 BRLM.

Bidders will be required to confirm and will be deemed to have represented to our Company, the Selling Shareholder, the Underwriters, their respective directors, officers, agents, affiliates and representatives that they are eligible under applicable law, rules, regulations, guidelines and approvals to acquire the Equity Shares.

Subject to valid Bids being received at or above the Issue 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 the Selling Shareholder, in consultation with the BRLM and the Designated Stock Exchange, on a proportionate basis. However, under-subscription, if any, in the QIB Portion would be met with spill-over from the other categories or a combination of categories at the discretion of our Company in consultation with the BRLM, and the Designated Stock Exchange. For further details, please see “Terms of the Issue” beginning on page no. 230 of this Draft Red Herring Prospectus.

### Withdrawal of the Issue

Our Company in consultation with the BRLM, reserves the right not to proceed with the Issue after the Bid/ Issue Opening Date but before the Allotment. In such an event, our Company would issue a public notice in the newspapers in which the pre- Issue advertisements were published, within two days of the Bid/ Issue Closing Date or such other time as may be prescribed by SEBI, providing reasons for not proceeding with the Issue. The BRLM, through the Registrar to the Issue, shall notify the SCSBs and the Sponsor Bank, in case of RIBs using the UPI Mechanism, to

unblock the bank accounts of the ASBA Bidders and the BRLMs shall notify the Escrow Collection Bank to release / refund the Bid Amounts to the Anchor Investors, within one Working Day from the date of receipt of such notification. Our Company shall also inform the same to the Stock Exchanges on which Equity Shares are proposed to be listed.

Notwithstanding the foregoing, the Issue is also subject to obtaining (i) the final listing and trading approvals of the Stock Exchanges, which our Company shall apply for after Allotment, and (ii) the final RoC approval of the Prospectus after it is filed with the RoC. If our Company withdraws the Issue after the Bid/ Issue Closing Date and thereafter determines that it will proceed with an issue of the Equity Shares, our Company shall file a fresh Draft Red Herring Prospectus with SEBI and the Stock Exchanges.

## ISSUE PROCEDURE

All Bidders should read the General Information Document for Investing in Public Issues prepared and issued in accordance with the circular no. SEBI/HO/CFD/DIL1/CIR/P/2020/37 dated March 17, 2020 and the 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 which is part of the abridged prospectus accompanying the Bid cum Application Form. The General Information Document is available on the websites of the Stock Exchanges and the BRLM. Please refer to the relevant provisions of the General Information Document which are applicable to the Issue.

Additionally, all Bidders may refer to the General Information Document for information in relation to (i) Category of investor eligible to participate in the Issue; (ii) maximum and minimum Bid size; (iii) price discovery and allocation; (iv) Payment Instructions for ASBA Bidders/Applicants; (v) Issuance of CAN and Allotment in the Issue; (vi) General instructions (limited to instructions for completing the Bid Form); (vii) designated date; (viii) disposal of applications; (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, 2013 relating to punishment for fictitious applications; (xii) mode of making refunds; and (xiii) interest in case of delay in Allotment or refund.

SEBI through its circular no. SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 1, 2018 read with its circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/50 dated April 3, 2019 and circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28, 2019, has introduced an alternate payment mechanism using Unified Payments Interface ("UPI") and consequent reduction in timelines for listing in a phased manner. From January 1, 2019, the UPI Mechanism for RIBs applying through Designated Intermediaries was made effective along with the existing process and existing timeline of T+6 days. ("UPI Phase I"). The UPI Phase I was effective till June 30, 2019.

With effect from July 1, 2019, SEBI vide its circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28, 2019, read with circular bearing number SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019 with respect to Bids by UPI Bidders through Designated Intermediaries (other than SCSBs), the existing process of physical movement of forms from such Designated Intermediaries to SCSBs for blocking of funds has been discontinued and only the UPI Mechanism for such Bids with existing timeline of T+6 days was mandated for a period of three months or launch of five main board public issues, whichever is later ("UPI Phase II"). Subsequently, however, 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. The final reduced timeline will be made effective using the UPI Mechanism for applications by RIBs ("UPI Phase III"), as may be prescribed by SEBI. The Offer will be undertaken pursuant to the processes and procedures under UPI Phase II, 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, as amended pursuant to SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021, and SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022 and SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2022/75 dated May 30, 2022, has introduced certain additional measures for streamlining the process of initial public offers and redressing investor grievances. This circular is effective for initial public offers opening on or after May 1, 2021, except as amended pursuant to SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021, and the provisions of this circular, as amended, are deemed to form part of this Draft Red Herring Prospectus. Furthermore, pursuant to SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/P/2022/45 dated April 5, 2022, all individual bidders in initial public offerings (opening on or after May 1, 2022) whose application sizes are up to ₹ 0.5 million shall use the UPI Mechanism. Subsequently, pursuant to SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2022/75 dated May 30, 2022, applications made using the ASBA facility in initial public offerings (opening on or after September 1, 2022) shall be processed only after application monies are blocked in the bank accounts of investors (all categories).

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 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 BRLM shall, in their sole discretion, identify and fix the liability on such intermediary or entity responsible for such delay in unblocking.

Our Company, selling shareholders and the Members of the Syndicate do not accept any responsibility for the completeness and accuracy of the information stated in this section and the General Information Document and is 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 this Draft Red Herring Prospectus, Red Herring Prospectus and the Prospectus.

Further, the Company and the BRLM are not liable for any adverse occurrences consequent to the implementation of the UPI Mechanism for application in this Issue.

### **Book Building Procedure**

The Issue is being made in the terms of Rule 19 (2) (b) of SCRR through the Book Building Process in accordance with Regulation 6(1) of the SEBI ICDR Regulations, wherein [●]% (not more than 50%) of the Issue shall be allocated to QIBs on a proportionate basis, provided that our Company, in consultation with the Book Running Lead Manager, 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. 5% of the QIB Portion (excluding the Anchor Investor Portion) shall be available for allocation on a proportionate basis to Mutual Funds only, and the remainder of the 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 Issue Price. Further, [●]% (not less than 15%) of the Issue shall be available for allocation on a proportionate basis to Non-Institutional Bidders and [●]% (not less than 35%) of the Issue 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 Issue Price.

Under-subscription, if any, in any category, except the QIB Category, would be allowed to be met with spill-over from any other category or categories, as applicable, at the discretion of the Exchange, in consultation with the BRLM and the Designated Stock Exchange, subject to applicable laws. 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.

The Equity Shares, on Allotment, shall be traded only in the dematerialised segment of the Stock Exchanges

**Bidders should note that the Equity Shares will be allotted to all successful Bidders only in dematerialised form. The Bid cum Application Forms which do not have the details of the Bidders' depository account, including DP ID, Client ID and PAN and UPI ID (for RIB Bidders bidding using 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. However, they may get the Equity Shares rematerialised subsequent to Allotment of the Equity Shares in the Issue in compliance with applicable laws.**

### **Phased implementation of Unified Payments Interface**

SEBI has issued UPI circulars in relation to streamlining the process of public issue of equity shares and convertibles. Pursuant to the UPI Circulars, the UPI Mechanism has been introduced in a phased manner as a payment mechanism (in addition to mechanism of blocking funds in the account maintained with SCSBs under ASBA) for applications by 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 proposes to introduce and implement the UPI payment mechanism in three phases in the following manner:

**Phase I:** This phase was applicable from January 1, 2019 until March 31, 2019 or floating of five main board public issues, whichever is later. Subsequently, the timeline for implementation of Phase I was extended till June 30, 2019. Under this phase, an RIB had the option to submit the ASBA Form with any of the Designated Intermediary and use his/ her UPI ID for the purpose of blocking of funds. The time duration from public issue closure to listing continued to be six Working Days.

**Phase II:** This phase has become applicable from July 1, 2019 and was to initially continue for a period of three months or floating of five main board public issues, whichever is later. Subsequently, it was decided to extend the timeline for implementation of Phase II until March 31, 2020. Further still, as per SEBI circular SEBI/HO/CFD/DIL2/CIR/P/2020/50 dated March 30, 2020, the current Phase II of Unified Payments Interface with Application Supported by Blocked Amount be continued till further notice. Under this phase, submission of the ASBA Form by RIBs through Designated Intermediaries (other than SCSBs) to SCSBs for blocking of funds will be discontinued and will be replaced by the UPI Mechanism. However, the time duration from public issue closure to listing continues to be six Working Days during this phase.

**Phase III:** The commencement period of Phase III is yet to be notified by SEBI. In this phase, the time duration from public issue closure to listing is proposed to be reduced to three Working Days. Accordingly, upon commencement of Phase III, the reduced time duration shall be applicable for the Issue.

The Issue will be made under UPI Phase II of the UPI Circular, unless UPI Phase III of the UPI Circular becomes effective and applicable on or prior to the Bid/Issue Opening Date. If the Issue is made under UPI Phase III of the UPI Circular, the same will be advertised in all edition of [●] (a widely circulated English national daily newspaper), in all editions of [●] (a widely circulated Hindi national daily newspaper) and in all editions of [●] (a widely circulated Marathi newspaper, Marathi also being the regional language of Maharashtra where the Registered is located) on or prior to the Bid/Issue Opening Date and such advertisement shall also be made available to the Stock Exchanges for the purpose of uploading on their respective websites.

Pursuant to 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 – Issue BRLM will be required to compensate the concerned investor.

Further, in terms of the UPI Circulars, the payment of processing fees to the SCSBs shall be undertaken pursuant to an application made by the SCSBs to the BRLM, and such application shall be made only after (i) unblocking of application amounts for each application received by the SCSB has been fully completed, and (ii) applicable compensation relating to investor complaints has been paid by the SCSB.

All SCSBs offering facility of making application in public issues shall also provide facility to make application using UPI. The issuers 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 Mechanism.

NPCI vide circular reference no. NPCI/UPI/OC No. 127/ 2021-22 dated December 09, 2021, inter alia, has enhanced the per transaction limit in UPI from ₹ 2 lakh to ₹ 5 lakh for UPI based Application Supported by Blocked Amount (ASBA) in Initial Public Offers(IPOs).

Further, pursuant to SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/45 dated April 5, 2022, all UPI Bidders applying in public issues where the application amount is up to ₹ 500,000 shall use the UPI Mechanism and shall also provide their UPI ID in the Bid cum Application Form submitted with any of the entities mentioned herein below:

- i. A syndicate Member;
- ii. a stock broker registered with a recognized stock exchange (and whose name is mentioned on the website of the stock exchange as eligible for this activity)
- iii. a Depository Participant (whose name is mentioned on the website of the stock exchange as eligible for this activity);
- iv. a registrar to an issue and share transfer agent (whose name is mentioned on the website of the stock exchange as eligible for this activity).

For further details, refer to the General Information Document available on the websites of the Stock Exchanges and the BRLM.

### **Electronic registration of Bids**

- i. The Designated Intermediary may register the Bids using the online facilities of the Stock Exchanges. The Designated Intermediaries can also set up facilities for off-line electronic registration of Bids, subject to the condition that they may subsequently upload the off-line data file into the online facilities for Book Building on a regular basis before the closure of the Offer;

- ii. On the Bid/Offer Closing Date, the Designated Intermediaries may upload the Bids till such time as may be permitted by the Stock Exchanges and as disclosed in this Draft Red Herring Prospectus.
- iii. Only Bids that are uploaded on the Stock Exchanges Platform are considered for allocation/Allotment. The Designated Intermediaries shall modify select fields uploaded in the Stock Exchange Platform during the Bid/Offer Period till 5.00 pm on the Bid/Offer Closing Date after which the Stock Exchange(s) send the bid information to the Registrar to the Issue for further processing.

### **Bid cum Application Form**

Copies of the Bid cum Application Form and the abridged prospectus will be available with the Designated Intermediaries at relevant Bidding Centers and at our Corporate Office of our Company. An electronic copy of the Bid cum Application Forms will also be available for download on the websites of the NSE ([www.nseindia.com](http://www.nseindia.com)) and the BSE ([www.bseindia.com](http://www.bseindia.com)) at least one day prior to the Bid/Issue Opening Date. For Anchor Investor, the Anchor Investor Application Form will be available at the office of the Book Running Lead Manager.

All Bidders (other than Anchor Investors) must provide bank account details and authorisation by the ASBA bank 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 detail are liable to be rejected. Further, UPI Bidders using the UPI Mechanism must provide their UPI ID in the relevant space provided in the ASBA Form and the ASBA Forms that do not contain such details will be rejected. Applications made by Retail Individual Bidders using third party bank account or using third party linked bank account UPI ID are liable for rejection. The Sponsor Bank shall provide details of the UPI linked bank account of the Bidders to the Registrar to the Issue for purpose of reconciliation.

RIBs Bidding through the Designated Intermediaries can only Bid using the UPI Mechanism.

RIBs submitting a Bid-cum Application Form to any Designated Intermediary (other than SCSBs) should ensure that only the UPI ID is mentioned in the relevant space provided in the Bid cum Application Form. ASBA Forms submitted by RIBs to Designated Intermediary (other than SCSBs) with ASBA Account details in the relevant space provided in the Bid cum Application Form, are liable to be rejected.

Further, such Bidders shall ensure that the Bids are submitted at the Bidding Centres only on Bid cum Application Forms bearing the stamp of the relevant Designated Intermediary (except in case of electronic Bid cum- Application Forms) and Bid cum Application Forms (except electronic Bid-cum-Application Forms) not bearing such specified stamp may be liable for rejection. Bidders must ensure that the ASBA Account has sufficient credit balance such that an amount equivalent to the full Bid Amount can be blocked by the SCSB or the Sponsor Bank, as applicable, at the time of submitting the Bid. Designated Intermediaries (other than SCSBs) shall not accept any ASBA Form from a RIB who is not Bidding using the UPI Mechanism.

The prescribed colour of the Bid cum Application Forms for various categories is as follows:

<b>Category</b>	<b>Colour of Bid cum Application Form<sup>(1)</sup></b>
Resident Indians including resident QIBs, Non-Institutional Investors, Retail Individual Bidders and Eligible NRIs applying on a non-repatriation basis	White
FPIs applying on a repatriation basis	Blue
Anchor Investors	White <sup>(2)</sup>

<sup>(1)</sup> excluding electronic Bid cum Application Form (Electronic Bid Cum Application forms and the Abridged Prospectus will also be available for the download on the website of NSE ([www.nseindia.com](http://www.nseindia.com)) and BSE ([www.bseindia.com](http://www.bseindia.com)))

<sup>(2)</sup> Anchor Investor Application Forms shall be made available at the offices of the Book Running Lead Manager.

Designated Intermediaries (other than SCSBs) shall submit/deliver the Bid cum Application Form (except the Bid cum Application Form from a RIB 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 Bank. Further, SCSBs shall upload the relevant Bid details (including UPI ID in case of ASBA Forms under the UPI Mechanism) in the electronic bidding system of the Stock Exchanges. Stock Exchanges shall validate the electronic bids with the records of the CDP for DP ID/Client ID and PAN, on a real time basis and bring inconsistencies to the notice of the relevant Designated Intermediaries, for rectification and re-submission within the time specified by Stock Exchanges. Stock Exchanges shall allow modification of either DP ID/Client ID or PAN ID, bank code and location code in the Bid details already uploaded.

For UPI bidders using UPI Mechanism, the Stock Exchanges shall share the bid details (including UPI ID) with Sponsor Bank on a continuous basis to enable the Sponsor Bank to initiate UPI Mandate Request to RIBs 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 UPI bidders (using the UPI Mechanism) in case of failed transactions shall be with the concerned entity (i.e. the Sponsor Bank, NPCI or the Bankers to the Issue) 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 Banks and the Bankers to the Issue. The BRLM shall also be required to obtain the audit trail from the Sponsor Banks and the Bankers to the Issue for analysing the same and fixing liability.

In accordance with BSE Circular No: 20220803-40 and NSE Circular No: 25/2022, each dated August 3, 2022, 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 5:00 pm on the Bid/Offer Closing Date (“Cut-Off Time”). Accordingly, UPI Bidders Bidding using through the UPI Mechanism should accept UPI Mandate Requests for blocking off funds prior to the Cut-Off Time and all pending UPI Mandate Requests at the Cut-Off Time shall lapse.

The Sponsor Bank shall host a web portal for intermediaries (closed user group) from the date of Bid/Issue 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 Issue Bidding process

#### **Who can Bid?**

In addition to the category of Bidders set forth in the *General Information Document*, the following persons are also eligible to invest in the Equity Shares under all applicable laws, regulations and guidelines:

- Scientific and/or industrial research organizations in India, which are authorised to invest in equity shares; and
- Any other person eligible to Bid in this Issue, under the laws, rules, regulations, guidelines and polices applicable to them.

**The Equity Shares have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “U.S. Securities Act”) or any state securities laws in the United States and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and applicable state securities laws in the United States. Accordingly, the Equity Shares are being offered and sold outside the United States in offshore transactions in compliance with Regulation S under the U.S. Securities Act and the applicable laws of the jurisdiction where those offers and sales occur.**

**The Equity Shares have not been and will not be registered, listed or otherwise qualified in any other jurisdiction outside India and may not be offered or sold, and Bids may not be made by persons in any such jurisdiction, except in compliance with the applicable laws of such jurisdiction.**

#### **Participation by Promoters, Promoter Group, BRLMs, associates and affiliates of the BRLMs, the Syndicate Members, persons related to Promoter and Promoter Group**

The BRLM and the Syndicate Member(s) shall not be allowed to purchase Equity Shares in this Issue in any manner, except towards fulfilling their underwriting obligations. However, associates and affiliates of the BRLMs and the Syndicate Member(s) may subscribe to or purchase Equity Shares in the Issue, in the QIB Portion or in Non Institutional Portion as may be applicable to such Bidders. Such Bidding and subscription may be on their own account or on behalf of their clients. All categories of investors, including associates or affiliates of BRLMs and Syndicate Member(s), shall be treated equally for the purpose of allocation to be made on a proportionate basis.

Neither (i) the BRLM or any associates of the BRLM, except Mutual Funds sponsored by entities which are associates of the BRLMs or insurance companies promoted by entities which are associate of BRLMs or AIFs sponsored by the entities which are associate of the BRLMs or FPIs (other than individuals, corporate bodies and family offices),

sponsored by the entities which are associates of the BRLMs nor; (ii) any “person related to the Promoter and members of the Promoter Group” shall apply in the Issue under the Anchor Investor Portion.

For the purposes of this section, a QIB who has any of the following rights shall be deemed to be a “person related to the Promoter and members of the Promoter Group”: (a) rights under a shareholders’ agreement or voting agreement entered into with the Promoter and members of the Promoter Group; (b) veto rights; or (c) right to appoint any nominee director on our Board.

Further, an Anchor Investor shall be deemed to be an associate of the BRLMs, if: (a) 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 (b) either of them, directly or indirectly, by itself or in combination with other persons, exercises control over the other; or (c) there is a common director, excluding a nominee director, amongst the Anchor Investor and the BRLM. The members of the Promoter Group will not participate in the Issue.

### **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, our Company in consultation with the BRLM, reserves 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 HUFs**

Bids by HUFs Hindu Undivided Families or HUFs, should be made in the individual name of the Karta. The Bidder/Applicant should specify that the Bid is being made in the name of the HUF in the Bid cum Application Form/Application Form as follows: “Name of sole or First Bidder/Applicant: XYZ Hindu Undivided Family applying through XYZ, where XYZ is the name of the Karta”. Bids/Applications by HUFs may be considered at par with Bids/Applications from individuals;

### **Bids by Eligible NRIs**

Eligible NRIs may obtain copies of Bid cum Application Form from the Designated Intermediaries. Only Bids accompanied by payment in Indian Rupees or freely convertible foreign exchange will be considered for Allotment. Eligible NRI Bidders bidding on a repatriation basis by using the Non-Resident Forms should authorise their SCSB or should confirm/accept the UPI Mandate Request (in case of RIBs using the UPI Mechanism) to block their Non-Resident External (“NRE”) accounts or Foreign Currency Non-Resident (“FCNR”) accounts, and eligible NRI Bidders bidding on a non-repatriation basis by using Resident Forms should authorise their SCSB or should confirm/accept the UPI Mandate Request (in case of RIBs Bidding using the UPI Mechanism) to block their Non-Resident Ordinary (“NRO”) accounts for the full Bid Amount, at the time of the submission of the Bid cum Application Form.

Eligible NRIs Bidding on non-repatriation basis are advised to use the Bid cum Application Form for residents (white in colour).

Eligible NRIs Bidding on a repatriation basis are advised to use the Bid cum Application Form meant for Non-Residents (blue in colour).

NRIs applying in the Issue through UPI Mechanism are advised to enquire with the relevant bank whether their bank account is UPI-linked prior to making such application

For details of investment by NRIs, see “*Restrictions in Foreign Ownership of Indian Securities*” on page no.257 of this Draft Red Herring Prospectus. Participation of eligible NRIs shall be subject to NDI Rules

## **Bids by FPIs**

An entity, registered as a FPI pursuant to SEBI FPI Regulations, is permitted to invest in Indian securities as a person resident outside India in accordance with provisions of SEBI FPI Regulations and the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 (“FEMA Rules”). In terms of the SEBI FPI Regulations, the issue of equity shares to a single FPI or an investor group (multiple entities registered as foreign portfolio investors and directly or indirectly, having common ownership of more than fifty per cent or common control, shall be treated as part of the same investor group and the investment limits of all such entities shall be clubbed at the investment limit as applicable to a single FPI) must be below 10% of the post-issue equity share capital of a company on a fully diluted basis. The total investment under SEBI FPI Regulations by a FPI including its investor group shall not exceed the threshold of below ten per cent of the total paid up equity capital in a listed or to be listed company on a fully diluted basis. The FPIs investing in breach of the prescribed limit will have the option of divesting their holdings within 5 trading days from the date of settlement of the trades causing the breach. In case the FPI chooses not to divest, then the entire investment in the company by such FPI and its investor group shall be considered as investment under Foreign Direct Investment (FDI) and the FPI and its investor group shall not make further portfolio investment in the company concerned, and accordingly be subject to additional compliances and reporting requirements under applicable FEMA Rules.

For details of restrictions on investment by FPIs, see “*Restrictions on Foreign Ownership of Indian Securities*” on page no. 257 of this Draft Red Herring Prospectus.

Bids received from FPIs bearing the same PAN will be treated as multiple Bids and are liable to be rejected, except for Bids from FPIs that utilize the multiple investment manager structure in accordance with the Operational Guidelines for Foreign Portfolio Investors and Designated Depository Participants which were issued in November 2019 to facilitate implementation of SEBI (Foreign Portfolio Investors) Regulations, 2019 (such structure “MIM Structure”) provided such Bids have been made with different beneficiary account numbers, Client IDs and DP IDs. Accordingly, it should be noted that multiple Bids received from FPIs, who do not utilize the MIM Structure, and bear the same PAN, are liable to be rejected. 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, were required to provide a confirmation along with each of their Bid cum Application Forms that the relevant FPIs making multiple Bids utilize the MIM Structure and indicate the names of their respective investment managers in such confirmation. In the absence of such confirmation from the relevant FPIs, such multiple Bids will be rejected.

**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.**

## **Bids by SEBI registered VCFs, AIFs and FVCIs**

The SEBI VCF Regulations, the SEBI FVCI Regulations and the SEBI AIF Regulations inter-alia prescribe the investment restrictions on the VCFs, FVCIs and AIFs registered with SEBI. Further, the SEBI AIF Regulations prescribe, among others, the investment restrictions on AIFs.

The holding by any individual VCF or FVCI registered with SEBI in one venture capital undertaking should not exceed 25% of the corpus of the VCF or FVCI. Further, VCFs and FVCIs can invest only up to 33.33% of the investible funds by way of subscription to an initial public offering.

Category I and II AIFs cannot invest more than 25% of the corpus in one investee company. A category III AIF cannot invest more than 10% of the corpus in one investee company. A VCF registered as a category I AIF, as defined in the SEBI AIF Regulations, cannot invest more than one-third of its investible funds by way of subscription to an initial public offering of a venture capital undertaking. Additionally, the VCFs which have not re-registered as an AIF under the SEBI AIF Regulations shall continue to be regulated by the SEBI VCF Regulations until the existing fund or scheme managed by the fund is wound up and such fund shall not launch any new scheme after the notification of the SEBI AIF Regulations.

**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 and the BRLM 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 in consultation with the BRLM, reserves the right to reject any Bid without assigning any reason thereof.

### **Bids by Banking Companies**

In case of Bids made by banking companies registered with RBI, certified copies of: (i) the certificate of registration issued by RBI, and (ii) the approval of such banking company's investment committee are required to be attached to the Bid cum Application Form, failing which our Company in consultation with the BRLM reserves the right to reject any Bid without assigning any reason.

The investment limit for banking companies in non-financial services companies as per the Banking Regulation Act, 1949, as amended (the "Banking Regulation Act"), and the Reserve Bank of India (Financial Services provided by Banks) Directions, 2016, as amended is 10% of the paid-up share capital of the investee company not being its subsidiary engaged in non-financial services or 10% of the banks' own paid-up share capital and reserves, whichever is lower. However, a banking company would be permitted to invest in excess of 10% but not exceeding 30% of the paid up share capital of such investee company if (i) the investee company is engaged in non-financial activities permitted for banks in terms of Section 6(1) of the Banking Regulation Act, or (ii) the additional acquisition is through restructuring of debt / corporate debt restructuring / strategic debt restructuring, or to protect the banks' interest on loans / investments made to a company. The bank is required to submit a time bound action plan for disposal of such shares within a specified period to RBI. A banking company would require a prior approval of RBI to make (i) investment in a subsidiary and a financial services company that is not a subsidiary (with certain exception prescribed), and (ii) investment in a non-financial services company in excess of 10% of such investee company's paid up share capital as stated in 5(a)(v)(c)(i) of the Reserve Bank of India (Financial Services provided by Banks) Directions, 2016, as amended. Further, the aggregate investment by a banking company 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.

### **Bids by Systemically Important Non-Banking Financial Companies**

In case of Bids made by systemically important non-banking financial companies registered with RBI, 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 in consultation with the BRLMs, reserves the right to reject any Bid, without assigning any reason thereof. Systemically Important Non-Banking Financial Companies participating in the Issue shall comply with all applicable regulations, guidelines and circulars issued by RBI from time to time.

### **Bids by Anchor Investors**

In accordance with the applicable SEBI ICDR Regulations, the key terms for participation by Anchor Investors are provided below:

- (i) Anchor Investor Application Forms will be made available for the Anchor Investor Portion at the offices of the BRLM;
- (ii) The Bid must be for a minimum of such number of Equity Shares so that the Bid Amount exceeds ₹ 1,000 lakhs. A Bid cannot be submitted for over 60% of the QIB Portion. In case of a Mutual Fund, separate Bids by individual schemes of a Mutual Fund will be aggregated to determine the minimum application size of ₹ 1,000 lakhs;
- (iii) One-third of the Anchor Investor Portion will be reserved for allocation to domestic Mutual Funds;
- (iv) Bidding for Anchor Investors will open one Working Day before the Bid / Issue Opening Date, i.e., the Anchor Investor Bidding Date, and will be completed on the same day;
- (v) Our Company, in consultation with the BRLM will finalize allocation to the Anchor Investors on a discretionary basis, provided that the minimum number of Allottees in the Anchor Investor Portion will not be less than:
  - a. maximum of two Anchor Investors, where allocation under the Anchor Investor Portion is up to ₹ 1,000 lakhs;

- b. minimum of two and maximum of 15 Anchor Investors, where the allocation under the Anchor Investor Portion is more than ₹ 1,000 million but up to ₹ 25,000 lakhs, subject to a minimum Allotment of ₹ 500 lakhs per Anchor Investor; and
- c. in case of allocation above ₹ 25,000 lakhs under the Anchor Investor Portion, a minimum of five such investors and a maximum of 15 Anchor Investors for allocation up to ₹ 25,000 lakhs, and an additional 10 Anchor Investors for every additional ₹ 25,000 lakhs, subject to minimum allotment of ₹ 2,500 lakhs per Anchor Investor.
- (vi) Allocation to Anchor Investors will be completed on the Anchor Investor Bidding Date. The number of Equity Shares allocated to Anchor Investors and the price at which the allocation is made will be made available in the public domain by the BRLMs before the Bid / Issue Opening Date, through intimation to the Stock Exchanges.
- (vii) Anchor Investors cannot withdraw or lower the size of their Bids at any stage after submission of the Bid;
- (viii) If the Issue Price is greater than the Anchor Investor Allocation Price, the additional amount being the difference between the Issue Price and the Anchor Investor Allocation Price will be payable by the Anchor Investors on the Anchor Investor Pay-in Date specified in the CAN. If the Issue Price is lower than the Anchor Investor Allocation Price, Allotment to successful Anchor Investors will be at the higher price, i.e., the Anchor Investor Issue Price;
- (ix) 50% of the Equity Shares Allotted to Anchor Investors in the Anchor Investor Portion shall be locked in for a period of 90 days from the date of Allotment, while the remaining 50% of the 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
- (x) Neither the (i) BRLM or any associate of the BRLM (other than mutual funds sponsored by entities which are associate of the BRLM or insurance companies promoted by entities which are associate of the BRLM or Alternate Investment Funds (AIFs) sponsored by the entities which are associates of the BRLM or FPIs, other than individuals, corporate bodies and family offices, sponsored by the entities which are associate of the BRLM) nor (ii) the Promoters, Promoter Group or any person related to the Promoters or members of the Promoter Group shall apply under the Anchor Investors category. For further details, please see “*Participation by Promoters, Promoter Group, BRLM, associates and affiliates of the BRLMs, the Syndicate Members, persons related to Promoter, Promoter Group*” on page no.149 of this Draft Red Herring Prospectus;
- (xi) Bids made by QIBs under both the Anchor Investor Portion and the QIB Portion will not be considered multiple Bids;

For more information, see the General Information Document.

#### **Bids by SCSBs**

SCSBs participating in the Issue are required to comply with the terms of the circulars dated September 13, 2012 and January 2, 2013 issued by the 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 for such applications

#### **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, our Company in consultation with the BRLMs, reserves the right to reject any Bid without assigning any reason thereof.

The exposure norms for insurers prescribed in Regulation 9 of the Insurance Regulatory and Development Authority of India (Investment) Regulations, 2016 (“IRDAI Investment Regulations”) are set forth below:

- equity shares of a company: the lower of 10%\* of the investee company’s outstanding equity shares (face value) or 10% of the respective fund in case of a life insurer or 10% of investment assets in case of a general insurer or a reinsurer;

- 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 a reinsurer or 15% of the investment assets in all companies belonging to the group, whichever is lower; and
- the industry sector in which the investee company operates not more than 15% of the respective fund of a life insurer or a reinsurer or health insurer or general insurance or 15% of the investment assets, 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 points (i), (ii) or (iii) 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 ₹ 72,500,000 million or more and 12% of outstanding equity shares (face value) for insurers with investment assets of ₹ 7500,000 million or more but less than ₹ 72,500,000 million.

Insurer companies participating in this Issue shall comply with all applicable regulations, guidelines and circulars issued by the IRDAI from time to time including the IRDAI Investment Regulations.

### **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, insurance funds set up by the army, navy or air force of the Union of 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 (subject to applicable laws), 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 in consultation with the BRLM, reserves the right to accept or reject any Bid in whole or in part, in either case, without assigning any reason thereof.

Our Company in consultation with the BRLM, in its absolute discretion, reserves 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 in consultation with the BRLM, 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 reserves the right to reject any Bid, without assigning any reason thereof.

**The above information is given for the benefit of the Bidders. Our Company and the Members of the Syndicate are not liable for any amendments or modification or changes in applicable laws or regulations, which may occur after the date of this Draft Red Herring Prospectus. Bidders are advised to make their independent investigations and ensure that any single Bid from them does not exceed the applicable investment limits or maximum number of the Equity Shares that can be held by them under applicable laws or regulation or as specified in this Draft Red Herring Prospectus.**

**In accordance with RBI regulations, OCBs cannot participate in the Issue.**

### **Information for Bidders (other than Anchor Investors)**

In addition to the instructions provided to Bidders in the *General Information Document for Investing in Public Issues*, Bidders are requested to note the following additional information in relation to the Issue.

1. The relevant Designated Intermediary will enter each Bid option into the electronic Bidding system as a separate Bid and generate an acknowledgement slip (“**Acknowledgement Slip**”), for each price and demand option and give the same to the Bidder. Therefore, a Bidder can receive up to three Acknowledgement Slips for each Bid cum Application Form. It is the Bidder’s responsibility to obtain the TRS 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 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 TRS from the relevant Designated Intermediary as proof of his or her having revised the previous Bid.

2. 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 this Draft 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.
3. In the event of an upward revision in the Price Band, Retail Individual Bidders who had Bid at Cut-off Price could either (i) revise their Bid or (ii) shall make additional payment based on the cap of the revised Price Band (such that the total amount i.e., original Bid Amount plus additional payment does not exceed ₹ 200,000 if the Bidder wants to continue to Bid at Cut-off Price). The revised Bids must be submitted to the same Designated Intermediary to whom the original Bid was submitted. If the total amount (i.e., the original Bid Amount plus additional payment) exceeds ₹ 200,000, the Bid will be considered for allocation under the Non-Institutional Portion. If, however, the Retail Individual Bidder does not either revise the Bid or make additional payment and the Issue Price is higher than the cap of the Price Band prior to revision, the number of Equity Shares Bid for shall be adjusted downwards for the purpose of allocation, such that no additional payment would be required from the Retail Individual Bidder and the Retail Individual Bidder is deemed to have approved such revised Bid at Cut-off Price.
4. In the event of a downward revision in the Price Band, Retail Individual Bidders who have bid at Cut-off Price may revise their Bid; otherwise, the excess amount paid at the time of Bidding would be unblocked after Allotment is finalised.
5. Any revision of the Bid shall be accompanied by instructions to block the incremental amount, if any, to be paid on account of the upward revision of the Bid.

### **Pre- Issue Advertisement**

Subject to Section 30 of the Companies Act, the Exchange will, after registering the Red Herring Prospectus with the RoC, publish a pre- Issue advertisement, in the form prescribed by the SEBI ICDR Regulations, in all editions of [●] (a widely circulated English national daily newspaper), in all editions of [●] (a widely circulated Hindi national daily newspaper) and in all editions of [●] (a widely circulated Marathi newspaper, Marathi also being the regional language of Maharashtra where the Registered is located). The Exchange shall, in the pre- Issue advertisement state the Bid/ Issue Opening Date, the Bid/ Issue Closing Date and the QIB Bid/ Issue Closing Date if any. 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 Underwriters intend to enter into an Underwriting Agreement after the finalisation of the Issue Price.
- After signing the Underwriting Agreement, an updated Red Herring Prospectus will be filed with the RoC in accordance with applicable law, which then would be termed as the 'Prospectus'. The Prospectus will contain details of the Issue Price, the Anchor Investor Issue Price, Issue size, and underwriting arrangements and will be complete in all material respects.

### **GENERAL INSTRUCTIONS**

Please note that QIBs and Non-Institutional Investors are not permitted to withdraw their Bid(s) or lower the size of their Bid(s) (in terms of quantity of Equity Shares or the Bid Amount) at any stage. Retail Individual Bidders can revise

their Bid(s) during the Bid/ Issue Period and withdraw their Bid(s) until Bid/ Issue Closing Date. Anchor Investors cannot withdraw or lower the size of their Bids at any stage after submission of the Bid.

**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; All Bidders (other than Anchor Investors) should submit their bids through the ASBA process only;
2. Ensure that you have Bid within the Price Band;
3. Read all the instructions carefully and complete the Bid cum Application Form in the prescribed form;
4. Ensure (unless you are an Anchor Investor) that you have mentioned the correct ASBA Account number (i.e. bank account number or UPI ID, as applicable) in the Bid cum Application Form;
5. Ensure that your Bid cum Application Form bearing the stamp of a Designated Intermediary is submitted to the Designated Intermediary at the Bidding Centre (except in case of electronic Bids) within the prescribed time. Retail Individual Bidders using UPI Mechanism, may submit their ASBA Forms with Syndicate Members, Registered Brokers, RTA or Depository Participants;
6. Ensure that you have funds equal to the Bid Amount in the ASBA Account maintained with the SCSB before submitting the ASBA Form to any of the Designated Intermediaries. Ensure that you use only your own bank account linked UPI ID to make an application in the Issue. Retail Individual Bidders using the UPI Mechanism shall ensure that the bank with which they have their bank account where the funds equivalent to the Bid Amount are available for blocking;
7. If the first applicant is not the bank account holder, ensure that the Bid cum Application Form is signed by the account holder. Ensure that you have an account with an SCSB and have mentioned the correct bank account number in the Bid cum Application Form (for all Bidders other than Retail Individual Bidders, bidding using the UPI Mechanism);
8. Ensure that the signature of the First Bidder in case of joint Bids, is included in the Bid cum Application Forms;
9. In case of joint Bids, the Bid cum Application Form should contain the name of only the First Bidder whose name should also appear as the first holder of the beneficiary account held in joint names;
10. Ensure that you request for and receive a stamped acknowledgement of the Bid cum Application Form for all your Bid options from the concerned Designated Intermediary;
11. 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;
12. Instruct your respective banks to release the funds blocked in accordance with the ASBA process;
13. Ensure that you submit the revised Bids to the same Designated Intermediary, through whom the original Bid was placed and obtain a revised acknowledgment;
14. Except for Bids (i) on behalf of the Central or State Governments and the officials appointed by the courts, who, in terms of the SEBI circular dated June 30, 2008, may be exempt from specifying their PAN for transacting in the securities market, (ii) submitted by investors who are exempt from the requirement of obtaining / specifying their PAN for transacting in the securities market including without limitation, multilateral/ bilateral institutions, and (iii) by persons resident in the state of Sikkim, who, in terms of a SEBI circular dated July 20, 2006, may be exempted from specifying their PAN for transacting in the securities market, all Bidders should mention their PAN allotted under the IT Act. The exemption for the Central or the State Government and officials appointed by the courts and for investors residing in the State of Sikkim is subject to (a) the Demographic Details received from the respective depositories confirming the exemption granted to the beneficial 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;

15. Ensure that thumb impressions and signatures other than in the languages specified in the Eighth Schedule to the Constitution of India are attested by a Magistrate or a Notary Public or a Special Executive Magistrate under official seal;
16. Ensure that the correct investor category and the investor status is indicated in the Bid cum Application Form;
17. Ensure that in case of Bids under power of attorney or by limited companies, corporates, trust, etc., relevant documents are submitted;
18. Ensure that Bids submitted by any person outside India is in compliance with applicable foreign and Indian laws;
19. Since the allotment will be in dematerialised form only, ensure that the Bidder's depository account is active, the correct DP ID, Client ID and the PAN are mentioned in their Bid cum Application Form and that the name of the Bidder, the DP ID, Client ID and the PAN entered into the online IPO system of the Stock Exchange by the relevant Designated Intermediary, as applicable, matches with the name, DP ID, Client ID and PAN available in the Depository database;
20. In case of ASBA Bidders (other than Retail Individual Bidders using UPI Mechanism), 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>);
21. Anchor Investors should submit the Anchor Investor Application Forms to the BRLM;
22. Once the Sponsor Bank issues the UPI Mandate Request, the Retail Individual Bidders would be required to proceed to authorise the blocking of funds by confirming or accepting the UPI Mandate Request;
23. Ensure that you have correctly signed the authorisation/undertaking box in the Bid cum Application Form, or have otherwise provided an authorisation to the SCSB 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;
24. Ensure that you have correctly signed the authorisation/undertaking box in the Bid cum Application Form, or have otherwise provided an authorisation to the SCSB 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;
25. Retail Individual Bidders 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 authorize the UPI Mandate Request using his/her UPI PIN. Upon the authorization of the mandate using his/her UPI PIN, a Retail Individual Bidder shall be deemed to have verified the attachment containing the application details of the Retail Individual Bidder in the UPI Mandate Request and have agreed to block the entire Bid Amount and authorized the Sponsor Bank to block the Bid Amount specified in the Bid cum Application Form;
26. Retail Individual Bidders bidding using the UPI Mechanism should mention valid UPI ID of only the applicant (in case of single account) and of the first applicant (in case of joint account) in the Bid cum Application Form;
27. Retail Individual Bidders 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 authorize blocking of funds equivalent to the revised Bid Amount and subsequent debit of funds in case of Allotment in a timely manner; and
28. Ensure that the Demographic Details are updated, true and correct in all respects;

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);
3. Do not pay the Bid Amount in cheques, demand drafts or by cash, money order, postal order or by stock invest;
4. Do not send Bid cum Application Forms by post; instead submit the same to the Designated Intermediary only;
5. Do not Bid at Cut-off Price (for Bids by QIBs and Non-Institutional Bidders);
6. Do not instruct your respective banks to release the funds blocked in the ASBA Account under the ASBA process;
7. Do not submit the Bid for an amount more than funds available in your ASBA account.
8. 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;
9. If you are a Retail Individual Bidder and are using UPI Mechanism, do not submit more than one Bid cum Application Form for each UPI ID;
10. If you are a Retail Individual Bidder and are using UPI Mechanism, do not make the ASBA application using third party bank account or using third party linked bank account UPI ID;
11. Do not Bid on a Bid cum Application Form that does not have the stamp of the relevant Designated Intermediary;
12. Do not submit the General Index Register (GIR) number instead of the PAN;
13. Do not submit incorrect details of the DP ID, Client ID and PAN or provide details for a beneficiary account which is suspended or for which details cannot be verified by the Registrar to the Issue;
14. 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;
15. 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);
16. Do not submit a Bid/revise a Bid Amount, with a price less than the Floor Price or higher than the Cap Price;
17. Do not fill up the Bid cum Application Form such that the Equity Shares Bid for exceeds the 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 this Draft Red Herring Prospectus;
18. 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 their Bids during the Bid/Issue Period and withdraw their Bids on or before the Bid/Issue Closing Date;
19. Do not Bid for shares more than specified by respective Stock Exchanges for each category;
20. Anchor Investors should not bid through the ASBA process;
21. Do not Bid on another Bid cum Application Form and the Anchor Investor Application Form, as the case may be, after you have submitted a Bid to any of the Designated Intermediaries; and
22. Do not submit Bids to a Designated Intermediary at a location other than Specified Locations. If you are a Retail Individual Bidder and are using UPI Mechanism, do not submit the ASBA Form directly with SCSBs.

The Bid cum Application Form is liable to be rejected if the above instructions, as applicable, are not complied with.

#### **Payment into Escrow Account for Anchor Investors**

Our Company and selling shareholders, in consultation with the BRLM will decide the list of Anchor Investors to whom the CAN will be sent, pursuant to which the details of the Equity Shares allocated to them in their respective names will be notified to such Anchor Investors. Anchor Investors are not permitted to Bid in the Issue through the ASBA process. Instead, Anchor Investors should transfer the Bid Amount (through direct credit, RTGS, NACH or ). For Anchor Investors, the payment instruments for payment into the Escrow Account should be drawn in favour of:

- a. In case of resident Anchor Investors: “[●]”
- b. 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 Syndicate, the Escrow Collection Bank and the Registrar to the Issue to facilitate collections from Anchor Investors.

### **Grounds for Technical Rejections**

In addition to the grounds for rejection of Bids on technical grounds as provided in the “*General Information Document for Investing in Public Issues – Issue Procedure in Book Built Issue – Rejection and Responsibility for Upload of Bids – Grounds for Technical Rejections*” Bidders are requested to note that Bids may be rejected on the following additional technical grounds.

1. Bids submitted without instruction to the SCSBs to block the entire Bid Amount;
2. Bids which do not contain details of the Bid Amount and the bank account details in the ASBA Form;
3. Bids submitted on plain paper;
4. Bids submitted by Retail Individual Bidders using the UPI Mechanism through an SCSBs and/or using a mobile application or UPI handle, not listed on the website of SEBI;
5. Bids under the UPI linked Mechanism submitted by Retail Individual Bidders using third party bank accounts or using a third party linked bank account UPI ID (subject to availability of information regarding third party account from Sponsor Bank);
6. ASBA Form submitted to a Designated Intermediary does not bear the stamp of the Designated Intermediary;
7. Bids submitted without the signature of the First Bidder or sole Bidder;
8. The ASBA Form not being signed by the account holders, if the account holder is different from the Bidder;
9. Bids by persons for whom PAN details have not been verified and whose beneficiary accounts are ‘suspended for credit’ in terms of SEBI circular (reference number: CIR/MRD/DP/ 22 /2010) dated July29, 2010;
10. GIR number furnished instead of PAN;
11. Bids by Retail Individual Bidders with Bid Amount for a value of more than ₹ 2,00,000;
12. Bids by persons who are not eligible to acquire Equity Shares in terms of all applicable laws, rules, regulations, guidelines and approvals;
13. Bids accompanied by cheque(s), demand draft(s), stock invest, money order, postal order or cash;
14. Bids uploaded by QIBs after 4.00 p.m. on the QIB Bid / Issue Closing Date and by Non-Institutional Bidders uploaded after 4.00 p.m. on the Bid/ Issue Closing Date, and Bids by Retail Individual Bidders uploaded after 5.00 p.m. on the Bid/ Issue Closing Date, unless extended by the Stock Exchanges; and
15. Bids by OCB.

### **Issuance of a Confirmation of Allocation Note (“CAN”) and Allotment in the Issue**

1. Upon approval of the basis of allotment by the Designated Stock Exchange, the BRLMs or Registrar to the Issue shall send to the SCSBs a list of their Bidders who have been allocated Equity Shares in the Issue.
2. The Registrar will then dispatch a CAN to their Bidders who have been allocated Equity Shares in the Issue. The dispatch of a CAN shall be deemed a valid, binding and irrevocable contract for the Bidder.

### **INSTRUCTIONS FOR COMPLETING THE BID CUM APPLICATION FORM**

In addition to the instructions for completing the Bid cum Application Form provided in the sub-section “General Information Document for Investing in Public Issues – Applying in the Issue – Instructions for filing the Bid cum Application Form/ Application Form” Bidders are requested to note the additional instructions provided below.

1. Thumb impressions and signatures other than in the languages specified in the Eighth Schedule in the Constitution of India must be attested by a Magistrate or a Notary Public or a Special Executive Magistrate under official seal. Bids must be in single name or in joint names (not more than three, and in the same order as their Depository Participant details).
2. ASBA Bids must be made in a single name or in joint names (not more than three, and in the same order as their details appear with the Depository Participant), and completed in full, in BLOCK LETTERS in ENGLISH and in accordance with the instructions contained in the Red Herring Prospectus and in the ASBA Form.
3. Bids on a repatriation basis shall be in the names of FIIs or FPIs but not in the names of minors, OCBs, firms or partnerships and foreign nationals.

### **Designated Date and Allotment**

1. Our Company will ensure that the Allotment and credit to the successful Bidder’s depository account will be completed within six Working Days, or such period as may be prescribed by SEBI, of the Bid/ Issue Closing Date or such other period as may be prescribed.
2. Equity Shares will be issued and Allotment shall be made only in the dematerialised form to the Allottees.
3. Allottees will have the option to re-materialise the Equity Shares so Allotted as per the provisions of the Companies Act, 2013 and the Depositories Act.

### **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 BRLM and the Registrar to the Issue, 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 through the Offer Document except in case of over-subscription for the purpose of rounding off to make Allotment, in consultation with the Designated Stock Exchange. Further, upon over-subscription, an allotment of not more than one per cent of the Issue may be made for the purpose of making Allotment in minimum lots.

The allotment of Equity Shares to applicants other than to the Retail Individual 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 Bidders shall not be less than the minimum bid lot, subject to the availability of shares in Retail Individual Bidders portion, and the remaining available Equity Shares, if any, shall be allotted on a proportionate basis. The Allotment of Equity Shares to Anchor Investors shall be on a discretionary basis subject to applicable law.

### **Communications**

All future communications in connection with Bids made in this Issue should be addressed to the Registrar to the Issue, quoting the full name of the sole or First Bidder, Bid cum Application Form number, Bidders Depository Account Details, number of Equity Shares applied for, date of Bid cum Application Form, name and address of the member of the Syndicate or the SCSB / Designated Intermediary, where the Bid was submitted and bank account number in which the amount equivalent to the Bid Amount was blocked.

Bidders can contact the Compliance Officer or the Registrar to the Issue, in case of any Pre- Issue or Post- Issue related problems such as non-receipt of letters of Allotment, credit of allotted shares in the respective beneficiary accounts, unblocking of funds, etc

### **Depository Arrangements**

The Allotment of the Equity Shares in the Issue shall be only in a de-materialised 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, two agreements had been signed among our Company, the respective Depositories and the Registrar to the Issue:

1. Agreement dated August 30, 2021 among NSDL, our Company and the Registrar to the Issue.
2. Agreement dated August 30, 2021 among CDSL, our Company and Registrar to the Issue.

### **Impersonation**

**Attention of the Bidders is specifically drawn to the provisions of sub-section (1) of Section 38 of the Companies Act, which is reproduced below:**

*“Any person who:*

- a) makes or abets making of an application in a fictitious name to a company for acquiring, or subscribing for, its securities; or*
- b) makes or abets making of multiple applications to a company in different names or in different combinations of his name or surname for acquiring or subscribing for its securities; or*
- c) Otherwise induces directly or indirectly a company to allot, or register any transfer of, securities to him, or to any other person in a fictitious name, shall be liable for action under Section 447”*

The liability prescribed under Section 447 of the Companies Act, 2013 includes imprisonment for a term which shall not be less than six months extending up to 10 years (provided that where the fraud involves public interest, such term shall not be less than three years) and fine of an amount not less than the amount involved in the fraud, extending up to three times of such amount.

### **Undertakings by our Company**

Our Company undertakes the following:

1. That if our Company does not proceed with the Issue after the Bid/ Issue Closing Date but prior to Allotment, the reason thereof shall be given as a public notice within two days of the Bid/ Issue Closing Date. The public notice shall be issued in the same newspapers where the pre- Issue advertisements were published. The stock exchanges on which the Equity Shares are proposed to be listed shall also be informed promptly;
2. That the complaints received in respect of the Issue shall be attended to by the Company expeditiously and satisfactorily;
3. That all steps 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 are taken within six Working Days of the Bid/ Issue Closing Date or such other period as may be prescribed;

4. If Allotment is not made, application monies will be refunded/unblocked in the ASBA Accounts within 6 days from the Bid/ Issue Closing Date or such lesser time as specified by SEBI, failing which interest will be due to be paid to the Bidders at the rate of 15.00% per annum for the delayed period;
5. That where refunds (to the extent applicable) are made through electronic transfer of funds, a suitable communication shall be sent to the Bidder within 6 days from the Bid/ Issue Closing Date or such lesser time as specified by SEBI, giving details of the bank where refunds shall be credited along with the amount and expected date of electronic credit for the refund;
6. That the Promoters' contribution in full, if applicable, shall be brought in advance before the Issue opens for subscription
7. That funds required for making refunds to unsuccessful applicants as per mode(s) disclosed shall be made available to the Registrar to the Issue by the Company;
8. No further Issue of Equity Shares shall be made until the Equity Shares offered through the Red Herring Prospectus are listed or until the Bid monies are unblocked in the ASBA Accounts on account of non-listing, under-subscription etc.;
9. That if our Company withdraw the Issue after the Bid/ Issue Closing Date, our Company shall be required to file a fresh offer document with the SEBI, in the event our Company subsequently decides to proceed with the Issue;
10. That our Company shall comply with such disclosure and accounting norms as may be specified by SEBI from time to time;
11. That the allotment of securities/refund confirmation to Eligible NRIs shall be dispatched within specified time;
12. That adequate arrangements shall be made to collect all Bid cum Application Forms from Bidders and Anchor Investor Application Forms from Anchor Investors; and
13. That our Company shall not have recourse to the Issue Proceeds until the final approval for listing and trading of the Equity Shares from all the Stock Exchanges.

#### **Utilisation of Net proceeds**

The Board of Directors of Our Company certifies that:

1. all monies received out of Issue of specified securities to public shall be transferred to separate bank account other than the bank account referred to in sub-section (3) of section 40 of the Companies Act, 2013;
2. details of all monies utilised out of the Issue referred to in sub-item(i) shall be disclosed and continue to be disclosed till the time any part of the Fresh Issue proceeds remains un-utilised under an appropriate separate head in the balance-sheet of the issuer indicating the purpose for which such monies had been utilised; and
3. details of all un-utilised monies out of the Fresh Issue, if any, shall be disclosed under an appropriate separate head in the balance sheet of the issuer indicating the form in which such un-utilised monies have been invested.

## RESTRICTIONS ON FOREIGN OWNERSHIP OF INDIAN SECURITIES

The Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India (“**DPIIT**”) makes policy announcements on FDI through press notes and press releases which are notified by the RBI as amendments to the FEMA. The DPIIT also issues the Consolidated Foreign Direct Investment Policy (“**FDI Policy**”) from time to time. The regulatory framework pertaining to foreign investment, over a period of time, thus, consists of acts, regulations, master circulars, press notes, press releases, and clarifications among other amendments.

India’s current FDI Policy issued by the DPIIT with effect from October 15, 2020, consolidates and supersedes all previous press notes, press releases and clarifications on FDI issued by the DPIIT till October 15, 2020. All the press notes, press releases, clarifications on FDI issued by DPIIT till October 15, 2020 stand rescinded as on October 15, 2020. In terms of the FDI Policy, Foreign investment is permitted (except in the prohibited sectors) in Indian companies either through the automatic route or the Government route, depending upon the sector in which foreign investment is sought to be made. In terms of the FDI Policy, the work of granting government approval for foreign investment under the FDI Policy and FEMA Regulations has now been entrusted to the concerned Administrative Ministries/Departments.

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 Foreign Exchange Management (Non-debt Instruments) Rules, 2019. 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.

Further, the existing individual and aggregate investment limits for an FPI in the Company shall not exceed 10% of the total paid-up Equity Share capital of the Company for each FPI and the total holdings of all FPIs in the Company shall not exceed 24% of the total paid-up Equity Share capital of the Company. The RBI, in exercise of its power under the FEMA, has also notified Foreign Exchange Management (Non-debt Instruments) Rules, 2019 (“**Rules**”) and Foreign Exchange Management (Mode of Payment and Reporting of Non-Debt Instruments) Regulations, 2019 to prohibit, restrict or regulate, transfer by or issue security to a person resident outside India. SEBI registered FPIs have been permitted to purchase shares of an Indian company through the Issue, subject to total FPI investment being within the individual FPI/sub account investment limit of less than 10% of the total paid-up equity capital on a fully diluted basis of the Company and subject to the total holdings of all FPIs/sub accounts including any other direct and indirect foreign investments in the Company not exceeding 24% of the paid-up equity capital of the Company on a fully diluted basis. The aggregate limit of 24% in case of FPIs may be increased up to the sectoral cap/statutory ceiling, as applicable, by the Company concerned by passing of resolution by the Board of the Company to that effect and by passing of a special resolution to that effect by its Shareholders. With effect from April 1, 2020, such aggregate limit of 24% has increased to the sectoral cap applicable to the Indian Company which in case of the Company is 100% provided that the Company complies with conditions provided under the FDI Policy. As per the Rules, the aggregate limit as provided above was permitted to be decreased by the Company to a lower threshold limit of 24% or 49% or 74% as deemed fit, with the approval of its Board of Directors through a resolution and also of its shareholders by means of a special resolution, before March 31, 2020. The Company has passed no such Board Resolution and hence, has not revised its sectoral caps. Further, eligible NRIs and OCIs investing on repatriation basis are subject to individual investment limit of 5% of the total paid-up equity capital on a fully diluted basis subject to the aggregate paid-value of the shares purchased by all NRIs and OCIs put together on repatriation basis not exceeding 10% of the total paid-up equity capital on a fully diluted basis of the Company. The aggregate limit of 10% in case of NRIs and OCIs together may be raised to 24 % if a special resolution to that effect is passed by the shareholders of the Company. As on date, no such resolution for raising the limit has been passed by the Company.

The transfer of shares between an Indian resident and a Non-resident does not require prior approval of RBI, subject to fulfillment of certain conditions as specified by DPIIT / RBI, from time to time. Such conditions include (i) the activities of the investee company are under the automatic route under the FDI Policy and transfer does not attract the provisions of the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011; (ii) the non-resident shareholding is within the sectoral limits under the FDI Policy; and (iii) the pricing is in accordance with the guidelines

prescribed by the SEBI/RBI. Investors are advised to refer to the exact text of the relevant statutory provisions of law before investing and / or subsequent purchase or sale transaction in the Equity Shares of the Company.

As per the existing policy of the Government of India, OCBs cannot participate in this Issue.

**The Equity Shares have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “U.S. Securities Act”), or the securities laws of any state of the United States and may not be offered or sold within the United States, except pursuant to exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and applicable state securities laws. Accordingly, the Equity Shares are being offered and sold only outside the United States in offshore transactions in reliance on Regulation S under the U.S. Securities Act and the applicable laws of the jurisdiction where those offers and sale occur. The Equity Shares have not been and will not be registered, listed or otherwise qualified in any other jurisdiction outside India and may not be offered or sold, and Bids may not be made by persons in any such jurisdiction, except in compliance with the applicable laws of such jurisdiction.**

**The Equity Shares have not been and will not be registered, listed or otherwise qualified in any other jurisdiction outside India and may not be offered or sold, and Bids may not be made by persons in any such jurisdiction, except in compliance with the applicable laws of such jurisdiction.**

**The above information is given for the benefit of the Bidders. The Company and the BRLM are not liable for any amendments or modification or changes in applicable laws or regulations, which may occur after the date of this Draft Red Herring Prospectus. Bidders are advised to make their independent investigations and ensure that the Bids are not in violation of laws or regulations applicable to them.**

## SECTION XI – MAIN PROVISIONS OF ARTICLES OF ASSOCIATION

*Pursuant to the Companies Act and the SEBI ICDR Regulations, the main provisions of the Articles of Association are detailed below. Capitalised terms used in this section have the meaning given to them in the Articles of Association.*

*Each provision below is numbered as per the corresponding article number in the Articles of Association and defined terms herein have the meaning given to them in the Articles of Association.*

THE COMPANIES ACT 2013  
(COMPANY LIMITED BY SHARES)

### ARTICLE OF ASSOCIATION

OF

**\*\*R&B INFRA PROJECT LIMITED**

*The regulations contained in table “F” of the first Schedule to the Companies Act, 2013 shall not apply to the Company, except in so far as they are embodied in the following Articles, which shall be regulations for the management of the Company.*

#### INTERPRETATION CLAUSE

1. In the interpretation of these Articles, unless repugnant to the subject or context:

“**Act**” means “The Companies Act, 2013” or any other statutory modification or re-enactment thereof for the time being in force

“**Articles**” means these Articles of Association as may, from time to time, be altered by special resolution

“**Annual General Meeting**” means a general meeting of the members held in accordance with the provisions of Section 96 of the Act or any adjourned meeting thereof

“**Auditors**” means and include those persons appointed as such for the time being by the Company or, where so permitted by Applicable Law, by its Board

“**Applicable Law**” means the Act, and as appropriate, includes any statute, law, listing agreement, regulation, ordinance, rule, judgment, order, decree, bye-law, clearance, directive, guideline, policy, requirement, notifications and clarifications or other governmental instruction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law of any of the foregoing, by any governmental authority having jurisdiction over the matter in question, or mandatory standards as may be applicable from time to time.

“**Beneficial Owner**” means and include beneficial owner as defined in clause (a) sub-Section (1) of Section 2 of the Depositories Act, 1996 or such other Act as may be applicable.

**\*\* Substituted vide special resolution passed at the Extra Ordinary General Meeting held on July 15, 2021.**

“**Board Meeting**” means a meeting of the Directors or a committee thereof duly called and constituted

“**Board**” or “**Board of Directors**” means the means the collective body of the directors for the time being of the Company

“**Capital**” means the share capital for the time being raised or authorized to be raised, for the purpose of the Company

“**Committee**” means any committee of the Board of Directors of the Company formed as per the requirements of Act or for any other purpose as the Board may deem fit

“**Company**” or “**This Company**” means **\*\*R&B INFRA PROJECT LIMITED**

“**Chief Executive Officer**” means an officer of a Company, who has been designated as such by the Company

“**Chief Financial Officer**” means a person appointed as the Chief Financial Officer of a Company

“**Company Secretary**” or “**Secretary**” means a company secretary as defined in clause (c) of sub-Section (1) of section 2 of the Company Secretaries Act, 1980 (56 of 1980) who is appointed by the Company to perform the functions of a company secretary under the Act

“**Debenture**” means and includes debenture-stock, bonds and any other debt securities of the Company, whether constituting a charge on the assets of the Company or not.

“**Depositories Act**” means the Depositories Act, 1996 and includes any statutory modification or enactment thereof

“**Depository**” means a Depository as defined in clause (e) sub- section (1) of section 2 of the Depositories Act, 1996 and includes a company formed and registered under the Companies Act, 1956 which has been granted a certificate of registration under sub-Section (1A) of section 12 of the Securities and Exchange Board of India Act, 1992.

“**Director**” means a director appointed to the Board of the Company.

“**Dividend**” includes interim Dividend

“**Extraordinary General Meeting**” means an extraordinary general meeting of the Members duly called and constituted and any adjourned meeting thereof.

“**Electronic Mode**” means carrying out electronically based, whether main server is installed in India or not, including, but not limited to:

- i. business to business and business to consumer transactions, data interchange and other digital supply transactions;
- ii. offering to accept deposits or inviting deposits or accepting deposits or subscriptions in securities, in India or from citizens of India;
- iii. financial settlements, web-based marketing, advisory and transactional services, database services and products, supply chain management;
- iv. online services such as telemarketing, telecommuting, telemedicine, education and information research; and all related data communication services;
- v. facsimile telecommunication when directed to the facsimile number or or electronic mail directed to electronic mail address, using any electronic communication mechanism that the message so sent, received or forwarded is storable and retrievable;
- vi. posting of an electronic message board or network that the company or the officer has designated for such communications, and which transmission shall be validly delivered upon the posting; or
- vii. other means of electronic communication, in respect of which the company or the officer has put in place reasonable systems to verify that the sender is the person purporting to send the transmission; and
- viii. video conferencing, audio- visual mode, net conferencing and/or any other electronic communication facility.

“**Financial Year**” means the period ending on the 31st day of March every year.

“**Free Reserves**” means such reserves which, as per the latest audited balance sheet of a company, are available for distribution as Dividend: Provided that—

- i. any amount representing unrealized gains, notional gains or revaluation of assets, whether shown as a reserve or otherwise, or
- ii. any change in carrying amount of an asset or of a liability recognized in equity, including surplus in profit and loss account on measurement of the asset or the liability at fair value, shall not be treated as free reserves.

“**In writing**” or “**written**” means and include printing, typing, lithographing, computer mode and other modes of reproducing words in visible form

“**Independent Director**” means a Director fulfilling the criteria of independence and duly appointed as per Applicable Law.

“**Key Managerial Personnel**” means such persons as defined in Section 2(51) of Act

“**Managing Director**” means a Director who, by virtue of the articles of the Company or an agreement with the company or a resolution passed in its General Meeting, or by its Board of Directors, is entrusted with substantial powers of management of the affairs of the company and includes a Director occupying the position of managing Director, by whatever name called.

“**Meeting**” or “**General Meeting**” means a meeting of Members.

“**Members**” in relation to a company, means- (a) the subscribers to the Memorandum of Association of the Company who shall be deemed to have agreed to become members of the company, and on its registration, shall be entered as member in its register of members, (b) every other person who agrees in writing to become a member of the company and whose name is entered in the register of members of the company; (c) every person holding shares in the company and whose name is entered in Register of Beneficial Owners as Beneficial Owner.

“**Month**” means a calendar month

“**Office**”, in relation to the Company, means the Registered office of the Company.

“**Officer**” includes any director, manager, Key Managerial Personnel or any person in accordance with whose instructions or directions the Board of Directors or any one or more of the Directors of the company is or are accustomed to act.

“**Ordinary Resolution**” means a resolution referred to in Section 114 of the Act.

“**Paid up**” means the Capital which is paid up presently.

“**Persons**” includes any artificial juridical person, corporations or such other entities as are entitled to hold property in their own name.

“**Postal Ballot**” means voting by post through any electronic mode as permitted under Applicable Law.

“**Register of Beneficial Owners**” means the register of members in case of shares held with a Depository in any media as may be permitted by law, including in any form of Electronic Mode

“**Register of Members**” means the register of Members, including any foreign register which the Company may maintain pursuant to the Act and includes Register of Beneficial Owners.

“**Registrar**” means the Registrar of Companies of the state in which the Registered Office of the Company is for the time being situated

“**Seal**” means the common seal of the Company

“**Security**” means shares, Debentures and/or such other securities as defined in clause (h) of section 2 of the Securities Contracts (Regulation) Act, 1956

“**Shares**” means the shares into which the Capital of the Company is divided whether held in tangible or fungible form.

“**Small Shareholder**” means a shareholder holding shares of the nominal value of not more than twenty thousand rupees or such other sum as may be prescribed under Applicable Law

“**Special Resolution**” means a resolution referred to in Section 114 of the Act.

“**These Presents**” means the Memorandum of Association and the Articles of Association of the Company.

Term(s) and phrases not specifically defined in these Articles shall bear the same meaning as assigned to the same in the Act.

Reference to the singular includes reference to the plural and vice versa;

Reference to any gender includes a reference to all genders;

## **ARTICLES TO BE CONTEMPORARY IN NATURE**

2. The intention of these Articles is to be in consonance with the contemporary rules and regulations prevailing in India. If there is an amendment in any Act, rules and regulations allowing what were not previously allowed under the statute, the Articles herein shall be deemed to have been amended to the extent that Articles will not be capable of restricting what has been allowed by the Act by virtue of an amendment subsequent to registration of the Articles.

## **SHARE CAPITAL, INCREASE AND REDUCTION OF CAPITAL**

### **3. Amount of Capital**

The Authorised Share Capital of the company shall be the capital as specified in the Memorandum of Association, with power to increase and reduce the Share Capital of the company and to divide the shares in the Capital for the time being into several classes as permissible in law and to attach thereto respectively such preferential, deferred, qualified or special rights, privileges or conditions as may be determined by or in accordance with the Articles of Association of the Company to vary, modify, amalgamate or abrogate any such rights, privileges or conditions in such manner as may for time being be provided in the Articles of Association.

### **4. Increase of Capital by the Company and how carried in to effect**

The Company in General Meeting may, from time to time, increase the Capital by the creation of new Shares. Such increase shall be of such aggregate amount and to be divided into such Shares of such respective amounts, as the resolution of the Board shall prescribe. Subject to the provisions of the Act, any Shares of the original or increased Capital shall be issued upon such terms and conditions and with such rights and privileges annexed thereto, as the Board shall determine, and in particular, such shares may be issued with a preferential or qualified right to Dividends, or otherwise, or with a right to participate in some profits or assets of the Company, or with such differential or qualified right of voting at General Meetings of the Company, as permitted in terms of 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 or any such compliance as may be required by the Act for the time being in force

### **5. New Capital part of the existing Capital**

Except in so far as otherwise provided in the conditions of issue of Shares, any Capital raised by the creation of new Shares shall be considered as part of the existing Capital, and shall be subject to provisions herein contained, with reference to the payment of calls and installments, forfeiture, lien, surrender, transfer and transmission, voting and otherwise.

### **6. Issue of redeemable preference shares**

Subject to the provisions of Section 55 of the Act and other Applicable Law, any preference shares may be issued from time to time, on the terms that they are redeemable within 20 years (except for infrastructure projects) on such terms and in such manner as the Company by the terms of the issue of the said shares may determine.

### **7. Provision applicable on the issue of redeemable preference shares**

On the issue of redeemable preference shares under the provisions of Article 6 hereof, the following provisions shall take effect:

- i. No such shares shall be redeemed except out of the profits of the Company, which would otherwise be available for Dividend, or out of the proceeds of a fresh issue of shares made for the purpose of the redemption.
- ii. No such shares shall be redeemed unless they are fully paid.
- iii. Such shares shall be redeemed as per their terms.
- iv. The premium, if any, payable on redemption shall have been provided for out of the profits of the Company or out of the Company's securities premium account, before such shares are redeemed.

- v. Where any such shares are redeemed out of profits of the Company, there shall, out of the 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, excepts as provided in Section 55 of the Act, apply as if the Capital Redemption Reserve Account were paid up Share Capital of the Company

#### **8. Provisions applicable to any other Securities**

The Board shall be entitled to issue, from time to time, subject to the provisions of the Act, any other Securities, including Share Warrants, Securities convertible into Shares, exchangeable into Shares, or carrying a warrant, with or without any attached Securities, carrying such terms as to coupon, returns, repayment, servicing, as may be decided by the terms of such issue. Such Securities may be issued at premium or discount, and redeemed at premium or discount, as may be determined by the terms of the issuance: Provided that the Company shall not issue any Shares or Securities convertible into Shares at a discount.

#### **9. Reduction of Capital**

The Company may (subject to the Provisions of Section 52, 55, 66, of the Act or any other applicable provisions of law for the time being in force) from time to time by way of Special Resolution reduce its Share Capital, any Capital Redemption Reserve Account or Share premium account in any manner for the time being authorized by law.

#### **10. Sub-division consolidation and cancellation of Shares**

Subject to the provisions of Section 61 of the Act, the Company in General Meeting may from time to time (a) consolidate its Shares into shares of a larger amount than the existing Shares, or any class of them, and (b) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum and the resolution whereby any Share is sub-divided, or classified, may determine that, as between the holders of the Shares resulting from such sub-division or classification, one or more of such Shares shall have some preference or special advantage as regards Dividend, Capital or otherwise over or as compared with the other; provided, however, that no sub-division of shares held in physical form, which shall result in the shareholder getting a Share Certificate of a denomination of lesser than 10 shares, shall be permitted.

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.

#### **11. Variation of rights**

Whenever the Share Capital is divided into different types or classes of shares, all or any of the rights and privileges attached to each type or class may, subject to the provisions of Sections 48 of the Act, be varied with the consent in writing of the holders of at least three-fourths of the issued Shares of the class or by means of a Special Resolution passed at a separate Meeting of the holders of the issued shares of that class and all the provisions hereinafter contained as to General Meetings shall mutatis mutandis apply to every such class 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.

#### **12. Further issue of Capital**

Where at any time it is proposed to increase the subscribed Capital of the Company by allotment of further shares, such shares shall be offered to persons, who on the date of the offer are holders of the equity shares of the Company, in proportion as nearly as circumstances admit, to the paid-up share capital on those shares by sending a letter of offer subject to the following conditions, namely:

- i. the offer shall be made by notice specifying the number of shares offered and limiting a time not being less than 15 days and not exceeding 30 days from the date of the offer within which the offer, if not accepted, shall be deemed to have been declined;

- ii. The offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person and the notice referred to in 12 (i) hereof shall contain a statement of this right.
- iii. After the expiry of the time specified in the aforesaid notice or on receipt of earlier intimation from the person to whom such notice is given that he declines to accept the shares offered, the Board of Directors may dispose of them in such manner as they think most beneficial to the interest of the Company.

**13.** Notwithstanding anything contained in the Article no. 12 the further shares aforesaid may be offered in any manner whatsoever, to:

- i. employees under a scheme of employees' stock option scheme, subject to special resolution passed by the Company and subject to other conditions prescribed under the Act and rules made thereunder.
- ii. to any persons on private placement or on preferential basis, whether or not those persons include the persons referred to Article no. 12 or 13 (i), either for cash or for a consideration other than cash, if so, decided by a Special Resolution, subject to conditions prescribed under the Act and rules made thereunder and other Applicable Laws;

**14.** Nothing in Article no. 12 and 13 shall be deemed;

- i. To extend the time within which the offer should be accepted; or
- ii. To authorise any person to exercise the right of renunciation for a second time, on the ground that the person in whose favour the renunciation was first made has declined to take the shares comprised in the renunciation.

**15.** Nothing contained in the Articles 12 to 14 shall apply to the increase of the subscribed Capital of the Company caused by the exercise of an option attached to the Debenture issued or loan raised by the Company to convert such Debentures or loans into shares in the Company;

Provided that the terms of issue of such Debentures or the terms of such loans containing such an option have been approved before the issue of such Debentures or the raising of loan by a Special Resolution passed by the Company in general meeting.

**16. Shares at the disposal of the Board**

Subject to the provisions above, and applicable provisions of the Act, the Securities of the Company for the time being shall be under the control of the Board who may issue, allot or otherwise dispose of the same or any of them to such person, 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 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 Board think fit, and may issue and allot Shares in the Capital of the Company or other Securities 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 for Shares shall not be given to any person or persons without the sanction of the Company in the General Meeting.

**17. Power to issue Shares outside India**

Pursuant to the provisions of Section 62 and other applicable provisions, if any, of the Act, and subject to such approvals, permissions and sanctions as may be necessary from the Government of India, Reserve Bank of India and/or any other authorities or institutions as may be relevant (hereinafter collectively referred to as "Appropriate Authorities") and subject to such terms and conditions or such modifications thereto as may be prescribed by them in granting such approvals, permissions and sanctions, the Company will be entitled to issue and allot in the international capital markets, Equity Shares and/or any instruments or securities (including Global Depository Receipts) representing Equity Shares, any such instruments or securities being either with or without detachable Warrants attached thereto entitling the Warrant holder to Equity Shares/instruments or securities (including Global Depository Receipts) representing Equity Shares, (hereinafter collectively referred to as "the Securities") to be subscribed to in foreign currency / currencies by foreign investors (whether individuals and/or bodies corporate and/or institutions and whether shareholders of the Company or not) for an amount, inclusive of such premium as may be determined by the Board. The

provisions of this Article shall extend to allow the Board to issue such foreign Securities, in such manner as may be permitted by Applicable Law.

**18. Acceptance of Shares**

Any application signed by or on behalf of an applicant, for Shares in the Company, followed by an allotment of any Share shall be an acceptance of shares within the meaning of these Articles and every person who, does or otherwise accepts Shares and whose name is on the Register of Members shall for the purpose of these Articles, be a member.

**19. Deposit and call to be a debt payable immediately**

The money (if any) which the Board shall, on the allotment of any Share 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 immediately on the insertion of the name of the allottee in the Register of Members as the name of the holder of such Shares, become a debt due to and recoverable by the Company from the allottee thereof, and shall be paid by him accordingly.

**20. Liability of Members**

Every member, or his heirs, executors or administrators 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 or fix for the payment thereof.

**21. Shares not to be held in trust**

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 regulations 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.

**22. The first named joint holder deemed to be sole holder**

If any Share stands in the names of two or more persons, the person first named in the register shall, as regards receipt of Dividends or bonus or service of notice and all or any earlier matter connected with the Company, except voting at meetings, be deemed the sole holder thereof, but the joint holders of a Share shall, severally as well as jointly be liable for the payment of all installments and calls due in respect of such Shares for all incidents thereof according to the Company's regulations.

**23. Register of Members and index**

The Company shall maintain a Register of Members and index in accordance with Section 88 of the Act. The details of shares held in physical or dematerialized forms may be maintained in a media as may be permitted by law including in any form of electronic media.

The Company may also keep a foreign register in accordance with Section 88 of the Act and rules made thereunder, containing the names and particulars of the Members, Debenture- holders, other Security holders or Beneficial Owners residing outside India;

**24.** A Member, or other Security holder or Beneficial Owner may make inspection of Register of Members and annual return. Any person other than the Member or Debenture holder or Beneficial Owner of the Company shall be allowed to make inspection of the Register of Members and annual return on payment of ₹50 or such higher amount as permitted by Applicable Law as the Board may determine, for each inspection. Inspection may be made during business hours of the Company during such time, not being less than 2 hours on any day, as may be fixed by the Company Secretary from time to time.

25. Such person, as referred to in Article 24 above, may be allowed to make copies of the Register of Members or any other register maintained by the Company and annual return, and require a copy of any specific extract therein, on payment of ₹10 for each page, or such higher amount as permitted under Applicable Law.

### SHARES CERTIFICATES

**26. Share certificate to be numbered progressively and no Share to be subdivided**

The shares certificates shall be numbered progressively according to their several denominations specify the shares to which it relates and bear the Seal of the Company, and except in the manner hereinbefore mentioned, no Share shall be sub- divided. Every forfeited or surrendered Share certificate shall continue to bear the number by which the same was originally distinguished.

**27. Limitation of time for issue of certificates**

Every Member, other than a Beneficial Owner, 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 Board so approve (upon paying such fee as the Board may from time to time determine) to several certificates each for one or more of such Shares and the Company shall complete and have ready for delivery of such certificates within two months from the date of allotment, unless the conditions of issue thereof otherwise provide or within one months of the receipt of application of registration of transfer, transmission, sub-division, consolidation or renewal of any of its shares as the case may be. Every certificates of Shares shall be under the Seal of the Company which shall be affixed as prescribed in the Applicable Law and shall specify the number and distinctive numbers of Shares in respect of which it is issued and the amount paid-up thereon and shall be in such form as the Board or Committee thereof may prescribe and approve, provided that in respect of a Share(s) 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 holders. For any further issue of certificate to such joint allottees, the Board or Committee thereof shall be entitled, but shall not be bound to prescribe a charge not exceeding Rupee One.

**28. Issue of new certificate in place of one defaced, lost or destroyed**

If any certificate be worn out, defaced, mutilated, old/ or torn or if there be no further space on the back thereof for endorsement of transfer or in case of sub-division or consolidation then upon production and surrender such certificate to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity and the payment of out-of-pocket expenses incurred by the Company in investigating the evidence produced as the Board deems adequate, being given, a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate. Every certificate under the article shall be issued in case of splitting or consolidation of Share certificate(s) or in replacement of Share certificate(s) that are defaced, mutilated, torn or old, decrepit or worn out without payment of fees if the Board so decide, or on payment of such fees (not exceeding Rs.50 for each certificate) as the Board shall prescribe.

Further, no duplicate certificate shall be issued in lieu of those that are lost or destroyed, without the prior consent of the Board or Committee thereof and only on furnishing of such supporting evidence and/or indemnity as the Board may require, and the payment of out-of-pocket expenses incurred by the Company in investigating the evidence produced, without payment of fees if the Board so decide, or on payment of such fees (not exceeding Rs.50 for each certificate) as the Board shall prescribe.

Provided that notwithstanding what is stated above the Board or Committee thereof shall comply with such rules or regulation or requirements of any Stock Exchange or the rules made under the Act or rules made under Securities Contracts (Regulation) Act, 1956, as amended or any other Act, or rules applicable thereof in this behalf; provided further, that the Company shall comply with the provisions of Section 46 of the Act and other Applicable Law, in respect of issue of duplicate shares.

29. All books and documents relating to the issue of Share certificates including the blank forms of Share certificates shall be kept in safe custody and to be properly maintained and preserved in accordance with the manner laid down in Applicable Law.

30. The provision of Article 26, 27, 28 and 29 shall mutatis mutandis apply to issue of certificates of Debentures of the Company or to any other securities issued by the Company.

## **BUY BACK OF SECURITIES BY THE COMPANY**

- 31.** Subject to the provisions of Sections 68, 69 and 70 of the Act and such other regulations as prescribed by Securities and Exchange Board of India (SEBI) or any other authority for the time being in force, the Company may purchase its own shares or other specified securities. The power conferred herein may be exercised by the Board, at any time and from time to time, where and to the extent permitted by Applicable Law, and shall be subject to such rules, applicable consent or approval as required.

## **UNDERWRITING AND BROKERAGE**

**32. Commission may be paid**

Subject to the provisions of Section 40(6) of the Act and rules made thereunder, and subject to the applicable SEBI guidelines and subject to the terms of issue of the shares or Debentures or any securities, as defined in the Securities Contract (Regulations) Act, 1956 the Company may at any time pay a commission out of proceeds of the issue or profit or both to any person in consideration of his subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares in or Debentures of the Company, or underwriting or procuring or agreeing to procure subscriptions (whether absolute or conditional) for shares, Debentures or of the Company but so that the commission shall not exceed in the case of shares, five per cent of the price at which the shares are issued, and in the case of Debentures, two and a half per cent of the price at which the Debentures are issued or at such rates as may be fixed by the Board within the overall limit prescribed under the Act or Securities and Exchange Board of India Act, 1992. Such commission may be satisfied by payment in cash or by allotment of fully or partly paid shares, securities or Debentures or partly in one way and partly in the other.

**33. Brokerage**

The Company may, subject to Applicable Law, pay a reasonable and lawful sum for brokerage to any person for subscribing or procuring subscription for any Securities, at such rate as as sanctioned by the Managing Director.

## **CALL ON SHARES**

**34. Board of Directors may make calls**

The Board of Directors may, from time to time and subject to the terms on which Shares have been issued and subject to the conditions of allotment, by a resolution passed at a meeting of the Board, or otherwise as permitted by Applicable Law make such call as it thinks fit upon the members in respect of all 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 person or persons and at the times and places appointed by the Board of Directors. A call may be made payable by installments.

- 35.** The option or right to make calls on Shares shall not be given to any person except with the sanction of the issuer in general meetings.

**36. Notice of calls**

Each member shall, subject to receiving 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.

- 37.** A call may be revoked or postponed at the discretion of the Board.

## **CALLS TO DATE FROM RESOLUTION**

- 38.** A call shall be deemed to have been made at the time when the resolution authorising such call was passed as provided herein and may be required to be paid by installments.

**39. Board 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 from residence at a distance or other cause, the Board may deem fairly entitled to such extension, but no member shall be entitled to such extension save as a member of grace and favour.

**40. 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 a rate, as the Board may determine and as permissible under the Applicable law. Nothing in this Article shall render it obligatory for the Board of Directors to demand or recover any interest from any such member.

**41. The Board shall be at liberty to waive payment of any such interest wholly or in part.**

**42. Sums deemed to be calls**

Any sum, which may 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 the same becomes payable and in case of non-payment, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise, shall apply as if such sum had become payable by virtue of a call duly made and notified.

**43. Proof on trial of suit for money due on Shares**

At 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, it shall be sufficient to prove that the name of the member, in respect of whose shares, the money is sought to be recovered appears entered on the Register of Members as the holder, at or subsequently to the date at which the money is sought to be recovered, is alleged to have become due on the shares in respect of such money is sought to be recovered, that the resolution making the call is duly recorded in the Minute Book, 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 nor that the meeting at which any call was made duly convened or constituted nor any other matters whatsoever, but the proof of the matter aforesaid shall be conclusive evidence of the debt.

**44. Partial payment not to preclude forfeiture**

Neither the receipt by the Company of a portion of any money which shall from time to time be due from any member to the Company in respect of his shares, either by way of principal or interest, nor any indulgence granted by the Company in respect of the payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture of such shares as hereinafter provided.

**45. Payment in anticipation of call may carry interest**

The Board may, if they think fit, subject to the provisions of Section 50 of the Act, agree to and receive from any member willing to advance the same whole or any part of the moneys due upon the shares held by him beyond the sums actually called for, and upon the amount so paid or satisfied in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate, as the member paying such sum in advance and the Board agree upon provided that money paid in advance of calls shall not confer a right to participate in profits or Dividend. The Board may at any time repay the amount so advanced. The members shall not be entitled to any voting rights in respect of the moneys so paid by him until the same would but for such payment, become presently payable.

**46. The provisions of these Articles shall mutatis mutandis apply to the calls on Debenture or other Securities of the Company.**

**LIEN**

**47. Company to have lien on shares**

The Company shall have a first and paramount lien upon all the shares/ Debentures/Securities (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/Securities and no equitable interest in any shares shall be created except upon the footing, and upon the condition that this Article will have full effect and any such lien shall extend to all Dividends and bonuses from time to time declared in respect of such shares. Unless otherwise agreed, the registration of a transfer of shares shall operate as a waiver of the Company's lien, if any, on such shares/ Debentures/ Securities.

**48.** The Board may at any time declare any shares/ Debentures/Securities wholly or in part to be exempt from the provision of this Article. Provided that, fully paid shares shall be free from all lien and that in 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.

**49. As to enforcing lien by sale**

For the purpose of enforcing such lien, the Board may sell the Shares subject thereto in such manner as they shall think fit, and for that purpose may cause to be issued a duplicate certificate in respect of such shares and may authorise one of their member to execute a transfer thereof on behalf of and in the name of such member. The purchaser of such transferred shares shall be registered as the holder of the shares comprised in any such transfer. 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.

**50.** No sale shall be made unless a sum in respect of which the lien exists is presently payable or until the expiration of thirty days after a notice in writing of the intention to sell shall have been served on such member or his representatives and default shall have been made by him or them in payment, fulfillment, or discharge of such debts, liabilities or engagements for thirty days after such notice.

**51. 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 a like lien for sums not presently payable as existed upon the shares before the sale) be paid to the persons entitled to the shares at the date of the sale.

### **FORFEITURE OF SHARE**

**52. If call or installment not paid notice may be given**

If any member fails to pay any call or installment on or before the day appointed for the payment of the same the Board may at any time thereafter during such time as the call or installment remains unpaid, serve notice on such member requiring him to pay the same, together with any interest that may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.

**53. Form of notice**

The notice aforesaid shall:

- i. 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.
- ii. shall detail the amount which is due and payable on the shares and shall state that in the event of non-payment at or before the time appointed the shares will be liable to be forfeited.

**54. If notice not complied with Shares may be forfeited**

If the requisitions of any such notice as aforesaid be not complied with, any shares in respect of which such notice has been given may, at any time thereafter, before payment of all calls or installments, interest and expenses, due in respect thereof, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all Dividends declared in respect of the forfeited Shares and not actually paid before the forfeiture.

**55. Notice of forfeiture to a Member**

When any Shares shall have been so 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, but no forfeiture shall be in any manner invalidated, by any omission or neglect to give such notice or to make any such entry as aforesaid.

**56. Forfeited Share to become property of the Company**

Any Share so forfeited shall be deemed to be the property of the Company, and the Board may sell, re allot or otherwise dispose of the same in such manner as think fit.

**57. Power to cancel forfeiture**

The Board may, at any time before any Share so forfeited shall have been sold, re-allotted or otherwise disposed of, cancel the forfeiture thereof upon such conditions as it thinks fit.

**58. Liability on forfeiture**

A person whose Share has been forfeited shall cease to be a Member in respect of the forfeited Share, but shall notwithstanding, remain liable to pay, and shall forthwith pay to the Company, all calls, or installment, interest and expenses, owing in respect of such Share at the time of the forfeiture, together with interest thereon, from the time of forfeiture until payment, at such rate as the Board may determine and the Board may enforce the payment thereof, to any party thereof, without any deduction or allowance for the value of the shares at the time of forfeiture, but shall not be under any obligation to do so. 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.

**59. Effect of forfeiture**

The forfeiture of a Share involve extinction, at the time of the forfeiture, of all interest and all claims and demands 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.

**60. Evidence of forfeiture**

A duly verified declaration in writing that the declarant is a Director, the manager or the secretary of the Company, and that certain shares in the Company have 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 Shares.

**61. Cancellation of Share certificate in respect of forfeited shares**

Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, 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 Board shall be entitled to issue a duplicate certificate or certificates in respect of the said shares to the person or persons, entitled thereto as per the provisions herein -

- i. 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 off.
- ii. The transferee shall thereupon be registered as the holder of the Share; and
- iii. 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.

**62. These Articles to apply in case of any non-payment**

The provisions of these regulations 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.

### **CAPITALISATION OF PROFITS**

**63. 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; an
  - ii. that such sum be accordingly set free for distribution in the manner specified in 1 above amongst the members who would have been entitled thereto, if distributed by way of Dividend and in the same proportions.
- 64.** The sum aforesaid shall not be paid in cash but shall be applied, subject to applicable provisions contained herein, either in or towards—
- i. 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;
  - ii. 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;
  - iii. Whenever such a resolution as aforesaid shall have been passed, the Board shall—
    - a. make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and
    - b. generally do all acts and things required to give effect thereto.
- 65.** 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;
  - 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;

## **TRANSFER AND TRANSMISSION OF SHARES**

**66. Register of transfers**

The Company shall keep a book to be called the "Register of Transfers", and therein shall be fairly and directly entered particulars of every transfer or transmission of any Share. The Register of Transfers shall not be available for inspection or making of extracts by the Members of the Company or any other Persons.

**67. Instruments of transfer**

The instrument of transfer shall be in the form prescribed under section 56 of the Act and rules made thereunder.

**68. To be executed by transferor and transferee**

Every instrument of transfer shall be executed both by transferor and the transferee and the transferor shall be deemed to remain the holder of such Share until the name of the transferee shall have been entered in the Register of Members in respect thereof. The Board shall not issue or register a transfer of any Share in favour of a minor (unless acting through a legal guardian and except in cases when they are fully paid up).

- 69.** Application for the registration of the transfer of a Share may be made either by the transferee or the transferor, no registration shall, in the case of the partly paid Share, be affected unless the Company gives notice of the application to the transferee subject to the provisions of these Articles and Section 56 of the Act and/or Applicable Law, the Company shall unless objection is made by the transferee within two weeks from the date of receipt of the notice, enter in the Register the name of transferee in the same manner and subject to the same conditions as it the application for registration of the transfer was made by the transferee.

**70. Transfer books when closed**

The Board shall have power to give at least seven days' previous notice by advertisement in some newspaper circulating in the district in which the registered office of the Company is situated, in accordance with Section 91 of the Act and Applicable Laws, to close the transfer books, the Register of Members, Register of Debenture holders or the Register of 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 in each year, as it may deem expedient.

**71. Board may refuse to register transfer**

Subject to the provisions of Section 56 of the Act, these Articles and other applicable provisions of the Act or any other law for the time being in force, the Board may refuse, in the interest of the Company or in pursuance of power under any Applicable Law, to register the transfer of, or the transmission by operation of law of the right to, any shares or interest of a member in or Debentures of the Company.

**72. Notwithstanding anything contained in these Articles, but subject to the provisions of the Act, the Board may refuse to register the transfer of any of its securities in the name of the transferee on any one or more of the following grounds and on no other ground, namely :-**

- a. that the instrument of transfer is not proper or has not been duly stamped and executed or that the certificate relating to the security has not been delivered to the Company or that any other requirement under the law relating to registration of such transfer has not been complied with;
- b. that the transfer of the security is in contravention of any law;
- c. that the transfer of the security is likely to result in such change in the composition of the Board of Directors as would be prejudicial to the interests of the Company or to the public interest;
- d. that the transfer of the security is prohibited by any order of any court, tribunal or other authority under any law for the time being in force.

**73. 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 the 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 the registration of a transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever.**

**74. Board to recognize Beneficial Owners of securities**

Notwithstanding anything to the contrary contained in these Articles, a Depository shall be deemed to be the registered owner for the purpose of effecting transfer of ownership of Securities on behalf of a Beneficial Owner.

**75. Save as otherwise provided hereinabove, the Depository as a registered owner shall not have any voting rights or any other rights in respect of securities held by it, and the Beneficial Owner shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of its securities held by a Depository.**

**76. Except as ordered by a Court of competent jurisdiction or as required by law, the Company shall be entitled to treat the person whose name appears as the Beneficial Owner of the securities in the records of the Depository as the absolute owner thereof and accordingly the Company shall not be bound to recognise any benami, trust or equitable, contingent, future or partial interest in any Security or (except otherwise expressly provided by the Articles) any right in respect of a Security other than an absolute right thereto, in accordance with these Articles on the part of any other person whether or not it shall have express or implied notice thereof.**

**77. Nomination**

Every holder of Shares in, or Debentures of the Company may at any time nominate, in the manner prescribed under the Act, a person to whom his shares in or Debentures of the Company shall vest in the event of death of such holder.

**78. Where the Shares in, or Debentures of the Company are held by more than one person jointly, the joint holders may together nominate, in the prescribed manner, a person to whom all the rights in the shares or Debentures of the Company, as the case may be, held by them shall vest in the event of death of all joint holders.**

79. Notwithstanding anything to the contrary contained in any other law for the time being in force or in any disposition, whether testamentary or otherwise, or in these Articles, in respect of such shares in or Debentures of the Company, where a nomination made in the prescribed manner purports to confer on any person the right to vest the shares in, or Debentures of the Company, the nominee shall, on the death of the shareholders or holder of Debentures of the Company or, as the case may be, on the death of all the joint holders become entitled to all the rights in the shares or Debentures of the Company to the exclusion of all other persons, unless the nomination is varied or cancelled in the prescribed manner under the provisions of the Act.
80. Where the nominee is a minor, it shall be lawful for the holder of the shares or holder of Debentures to make the nomination to appoint, in the prescribed manner under the provisions of the Act, any person to become entitled to the shares in or Debentures of the Company, in the event of his death, during the minority.
81. **Persons entitled to share by Transmission**
- The executors or administrators of a deceased member (not being one of several joint holders) shall be the only persons recognised by the Company as having any title to the shares registered in the name of such member and in case of the death of any one or more of the joint holders of any registered shares, the survivors shall be the only persons recognised by the Company as having any title to or interest in such shares, but nothing herein contained shall be taken to release the estate of a deceased joint-holders from the executor or administrator. Board may require him to obtain a grant of Probate or letters of Administration or other legal representation as the case may be from some competent Court.
82. **Transmission in the name of nominee**
- Any person becoming entitled to shares in consequence of the death, lunacy, bankruptcy or insolvency of any member, or the marriage of a female member, or by any lawful means other than by a transfer in accordance with these presents, may with the consent of the Board of Directors and subject as hereinafter provided, elect, either:
- i. to be registered himself as holder of the shares or Debentures, as the case may be; or
  - ii. to make such transfer of the shares or Debentures, as the case may be, as the deceased shareholder or Debenture holder, as the case may be, could have made.
- Provided nevertheless that it shall be lawful for the Board in their absolute discretion to dispense with the production of any evidence including any legal representation upon such terms as to indemnity or otherwise as the Board may deem fit.
- Provided nevertheless, that if such person shall elect to have his nominee registered he shall testify the election by executing to his nominee an instrument of transfer in accordance with the provisions herein contained and until he does so, he shall not be freed from any liability in respect of the shares.
83. 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.
84. If the nominee, so becoming entitled, elects himself to be registered as holder of the shares or Debentures, 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 death certificate of the deceased shareholder or Debenture holder and the certificate(s) of shares or Debentures, as the case may be, held by the deceased in the Company.
85. If the person aforesaid shall elect to transfer the Share, he shall testify his election by executing a transfer of the Share.
86. All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.
87. Subject to the provisions of Section 56 of the Act and these Articles, the Board may register the relevant shares or Debentures in the name of the nominee of the transferee as if the death of the registered holder of the shares or Debentures had not occurred and the notice or transfer were a transfer signed by that shareholder or Debenture holder, as the case may be.

- 88.** A nominee on becoming entitled to Shares or Debentures by reason of the death of the holder or joint holders shall be entitled to the same Dividend and other advantages to which he would be entitled if he were the registered holder of the Share or Debenture, except that he shall not before being registered as holder of such shares or Debentures, be entitled in respect of them to exercise any right conferred on a member or Debenture holder in relation to meetings of the Company.
- 89.** The Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the shares or Debentures, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all Dividends, bonus, interest or other moneys payable or rights accrued or accruing in respect of the relevant shares or Debentures, until the requirements of the notice have been complied with.
- 90. No transfer to minor, insolvent etc.**
- No transfer shall be made to a minor or person of unsound mind. However in respect of fully paid up shares, shares may be transferred in favor of minor acting through legal guardian, in accordance with the provisions of law.
- 91. Person entitled may receive Dividend without being registered as a Member**
- A person entitled to a Share by transmission shall, subject to the right of the Directors to retain such Dividends or money as hereinafter provided, be entitled to receive and may give discharge for any 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.
- 92. Transfer to be presented with evidence of title**
- Every instrument of transfer shall be presented to the Company for registration accompanied by such evidence as the Board of Directors may require to prove the title of the transferor, his right to transfer the shares and generally under and subject to such conditions and regulations as the Board of Directors shall from time to time prescribe, and every registered instrument of transfer shall remain in the custody of the Company until destroyed by order of the Board of Directors.
- 93. Conditions of registration of transfer**
- For the purpose of the registration of a transfer, the certificate or certificates of the Share or shares to be transferred must be delivered to the Company along with (same as provided in Section 56 of the Act) a properly executed instrument of transfer.
- 94. No fee on transfer or transmission**
- No fee shall be charged for registration of transfer, transmission, probate, succession certificate and letters of administration, certificate of death or marriage, power of attorney or similar other document.
- 95. Company not liable for disregard of a notice in 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 of Members) to the prejudice of persons having or claiming any equitable right, title or interest to or in the said shares, notwithstanding that the Company may have had notice of such equitable right, title or interest or notice prohibiting registration of such transfer, and may have entered such notice, or deferred thereto, in any book of the Company, and the Company shall not be bound or required to regard or attend or give effect to any notice which may be given to it of any equitable right title or interest, or be under any liability whatsoever for refusing or neglecting so to do, though it may have been entered or referred to in some book of the Company; but the Company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto, if the Board of Directors or any Committee thereof shall so think fit.

## DEMATERIALISATION OF SECURITIES

**96.** The provisions of this Article shall apply notwithstanding anything to the contrary contained in any other Articles.

**97. Dematerialization of Securities**

The Board or any Committee thereof shall be entitled to dematerialise Securities or to offer securities in a dematerialized form pursuant to the Depositories Act, 1996, as amended. The provisions of this Section will be applicable in case of such Securities as are or are intended to be dematerialised.

**98. Options for investors**

Every holder of or subscriber to Securities of the Company shall have the option to receive certificates for such securities or to hold the securities with a Depository. Such a person who is the Beneficial Owner of the securities can at any time opt out of a Depository, if permitted by law, in respect of any securities in the manner provided by the Depositories Act, 1996, and the Company shall, in the manner and within the time prescribed by law, issue to the Beneficial Owner the required certificates for the Securities.

**99.** If a person opts to hold his securities with the Depository, the Company shall intimate such Depository the details of allotment of the securities, and on receipt of the information, the Depository shall enter in its record the name of the allottee as the Beneficial Owner of the securities.

**100. Securities in depositories to be in fungible form**

All securities held by a Depository shall be dematerialized and be in fungible form. Nothing contained in Sections 89 of the Act shall apply to a Depository in respect of the securities held by on behalf of the Beneficial Owners.

**101. Rights of Depositories and Beneficial Owners**

- i. Notwithstanding anything to the contrary contained in these, a Depository shall be deemed to be the registered owner for the purposes of effecting transfer of ownership of Securities of the Company on behalf of the Beneficial Owner.
- ii. Save as otherwise provided in sub-clause above, the Depository as the registered owner of the Securities shall not have any voting rights or any other rights in respect of the Securities held by it.
- iii. Every person holding Securities of the Company and whose name is entered as the Beneficial Owner of securities in the record of the Depository shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of the Securities which are held by a Depository and shall be deemed to be a Member of the Company.

**102. Service of Documents**

Notwithstanding anything to the contrary contained in these Articles, where Securities of the Company are held in a Depository, the records of the beneficiary ownership may be served by such Depository on the Company by means of Electronic Mode or by delivery of floppies or discs.

**103. Transfer of securities**

Nothing contained in Section 56 of the Act or anything to the contrary contained in these Articles shall apply to a transfer of Securities effected by a transferor and transferee both of whom are entered as Beneficial Owners in the records of a Depository.

**104. Allotment of securities dealt with in a Depository**

Notwithstanding anything to the contrary contained in these Articles, where Securities are dealt with by a Depository, the Company shall intimate the details thereof to the Depository immediately on allotment of such Securities.

**105. Distinctive number of securities held in a Depository**

Notwithstanding anything to the contrary contained in these Articles regarding the necessity of having distinctive numbers for Securities issued by the Company shall apply to securities held with a Depository.

**106. Register and index of Beneficial Owners**

The Register and Index of Beneficial Owners maintained by Depository under the Depositories Act, 1996, as amended shall be deemed to be the Register and Index of Members and Security holders for the purposes of these Articles.

**COPIES OF MEMORANDUM AND ARTICLES TO BE SENT TO MEMBERS**

- 107.** Copies of the Memorandum and Articles of Association of the Company shall be sent by the Board to every Member at his request within fifteen days of the request on payment of Re. 1/- for each copy.

**BORROWING POWERS****108. Power to borrow**

The Board may, from time to time, at its discretion subject to the provisions of these Articles, Section 73 to 76, 179, 180 of the Act or Applicable Law, raise or borrow, either from the Directors or from elsewhere and secure the payment of any sum or sums of money for the purpose of the Company; by a resolution of the Board, or where a power to delegate the same is available, by a decision/resolution of such delegate, provided that the Board shall not without the requisite sanction of the Company in General Meeting borrow any sum of money which together with money borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) exceed the aggregate for the time being of the paid up Capital of the Company and its free reserves.

**109. Conditions on which money may be borrowed**

The Board may raise or secure the repayment of such sum or sums in such manner and upon such terms and conditions in all respects as it thinks fit and in particular, by the issue of bonds, or other Securities, or any mortgage, or other security on the undertaking of the whole or any part of the property of the Company (both present and future including its uncalled capital for the time being).

**110. Terms of issue of Debentures**

Any Debentures, Debenture stock, bonds or other Securities may be issued on such terms and conditions as the Board may think fit. Provided that Debenture with a right to allotment or conversion into shares shall be issued in conformity with the provisions of Section 62 of the Act. Debentures, Debenture stock, bonds and other securities may be made assignable free from any equities from the Company and the person to whom it may be issued. Debentures, Debenture- stock, bonds or other securities with a right of conversion into or allotment of shares shall be issued only with such sanctions as may be applicable.

**111. Instrument of transfer**

Save as provided in Section 56 of the Act, no transfer of Debentures shall be registered unless a proper instrument of transfer duly executed by the transferor and transferee has been delivered to the Company together with the certificate or certificates of the Debentures: Provided that the Company may issue non transferable Debentures and accept an assignment of such instruments.

**112. Delivery of certificates**

Delivery by the Company of certificates upon allotment or registration of transfer of any Debentures, Debenture stock or bond issued by the Company shall be governed and regulated by Section 56 of the Act.

**113. Register of charge, etc.**

The Board shall cause a proper Register to be kept in accordance with the provisions of Section 85 of the Act of all mortgages, Debentures and charges specifically affecting the property of the Company, and shall cause the requirements of Sections 77 to 87 of the Act, both inclusive of the Act in that behalf to be duly complied with, so far as they are ought to be complied with by the Board.

**114. Register and index of Debenture holders**

The Company shall, if at any time it issues Debentures, keep Register and Index of Debenture holders in accordance with Section 88 of the Act. The Company shall have the power to keep in any State or Country outside India a Branch Register of Debenture-stock, resident in that State or Country.

**GENERAL MEETINGS****115. Annual General Meeting**

The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year.

**116.** Every Annual General Meeting shall be called during business hours, that is, between 9 a.m. and 6 p.m. on any day that is not a national holiday and shall be held either at the registered office of the Company or at some other place within the city, town or village in which the registered office of the Company is situated.

**117.** In the case of an Annual General Meeting, all businesses to be transacted at the meeting shall be deemed special, with the exception of business relating to:

- i. the consideration of financial statements and the reports of the Board of Directors and the Auditors;
- ii. the declaration of any Dividend;
- iii. the appointment of Directors in place of those retiring;
- iv. the appointment of, and the fixing of the remuneration of the Auditors

**118. Extra-Ordinary General Meeting**

All general meetings other than Annual General Meeting shall be called extraordinary general meeting.

**119.** In case of meeting other than Annual General Meeting, all business shall be deemed special.

**120.** The Board may, whenever it thinks fit, call an extraordinary general meeting.

**121. Postal Ballot**

Where permitted or required by Applicable Law, Board may, instead of calling a meeting of any members/class of members/ Debenture-holders, seek their assent by Postal ballot. Such Postal ballot will comply with the provisions of the Act and rules made thereunder in this behalf.

**122. Voting by electronic mode**

A member may exercise his vote at a General Meeting by electronic mode in accordance with Section 108 of the Companies Act 2013 and rules made thereunder.

**123. Calling of general meeting on requisition**

The Board may, call an Extraordinary General Meeting upon receipt of a written requisition from any member or members holding in the aggregate not less than one-tenth of such of the paid-up Capital as at the date carries the right of voting in regard to the matter in respect of which the requisition has been made.

**124.** Any meeting called as above by the requisitionists shall be called in the same manner, as nearly as possible, as that in which meetings are to be called by the Board.

**125. Notice of General Meetings**

At least 21 clear days' notice of every General Meeting, specifying the day, date, place and hour of meeting, containing a statement of the business to be transacted thereat, shall be given, either in writing or through Electronic Mode, to every member or legal representative of any deceased member or the assignee of an insolvent member, every Auditor(s) and Director of the Company. Any accidental omission to give any such notice as aforesaid to any of the members, or the non receipt thereof, shall not invalidate the holding of the meeting or any resolution passed at any such meeting.

**126.** A General Meeting may be called at a shorter notice if consented to in writing or by any Electronic Mode by not less than 95% of the Members entitled to vote at such meeting.

**127. Meeting not to transact business not mentioned in notice**

No General Meeting, Annual or Extraordinary, shall be competent to enter upon, discuss or transact any business which has not been mentioned in the notice or notices upon which it was convened.

**128. Quorum at General Meeting**

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.

**129.** Save as otherwise provided herein, the quorum for the general meetings shall be as provided in Section 103 of the Act

**130.** A body corporate being a Member shall be deemed to be personally present if it is represented in accordance with Section 113 of the Act.

**131.** If, at the expiration of half an hour from the time appointed for holding a meeting of the Company, quorum is not present, the meeting, if convened by or upon the requisition of members, shall stand dissolved, but in any other case the meeting shall stand adjourned to the same day in the next week or, if that day is a National holiday, until the next succeeding day which is not a National holiday, at the same time and place, or to such other day and at such other time and place as the Board may determine and if at such adjourned meeting a quorum is not present at the expiration of half an hour from the time appointed for holding the meeting, the members present shall be quorum and may transact the business for which the meeting was called. Provided, however, that no separate notice to members of such an adjourned meeting would be necessary if such meeting is held on the same day in the next week at the same time or place in accordance with these articles.

**132. Chairperson at General Meetings**

The Chairman (if any) of the Board of Directors, or in his absence, the Vice Chairman or in the absence of both, the Managing Director of the Company shall be entitled to take the chair at every General Meeting, whether Annual or Extraordinary.

**133.** If there is no such Chairperson of the Board or Vice Chairman, 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 among themselves to be Chairperson of the meeting.

**134.** 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 themselves to be Chairperson of the meeting.

**135.** No business shall be discussed at any General Meeting except the election of a Chairperson, while the chair is vacant.

**136. Adjournment of Meeting**

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.

**137.** No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

**138.** 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.

**139.** 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.

**140. Voting rights**

No member shall be entitled to vote either personally or by proxy, at any General Meeting or Meeting of a class of shareholders in respect of any shares registered in his name on which any calls or other sums presently payable by him have not been paid or, in regard to which the Company has, and has exercised any right of lien.

- 141.** Subject to any rights or restrictions for the time being attached to any class or classes of shares,—
- i. on a show of hands, every member present in person shall have one vote; and
  - ii. 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.
  - iii. 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.
- 142.** 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.  
For this purpose, seniority shall be determined by the order in which the names stand in the register of members
- 143.** A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.
- 144.** Any business other than that upon which a poll has been demanded may be preceded with, pending the taking of the poll.
- 145.** 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.
- 146.** 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.
- 147.** If a poll is demanded as aforesaid, the same shall, be taken at such time (not later than forty-eight hours from the time when the demand was made) and place in the city or town in which the Office of the Company is for the time being situate and either by open voting or by ballot, as the Chairman shall direct, and either at once or after an interval or adjournment or otherwise, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn at any time by the person or person who made the demand.
- 148.** Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.
- 149. Chairman's casting vote**
- In the case of an equality of votes, the Chairperson shall, both on a show of hands and at a poll (if any), have a casting vote in addition to the vote or votes to which he may be entitled as a member.
- 150. Proxy**
- Subject to the provisions of these Articles, votes may be given either personally or by proxy. A body corporate being a member may vote by a representative duly authorised in accordance with Section 113 of the Act, and such representative shall be entitled to exercise the same rights and powers (including the rights to vote by proxy) on behalf of the body corporate which he represents as the body could exercise if it were an individual member.
- 151.** 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.

No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

**152.** Every proxy (whether a member or not) shall be appointed in writing under the hand of the appointer or his attorney, or if such appointer is a body corporate, under the Common Seal of such corporate, or be signed by an officer or any attorney duly authorised by it, and any committee or guardian may appoint such proxy. An instrument appointing a proxy shall be in the form as prescribed in terms of Section 105 of the Act.

**153.** A member present by proxy shall be entitled to vote only on a poll, except where Applicable Law provides otherwise.

**154.** The proxy so appointed shall not have any right to speak at the meeting.

**155.** A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given:  
Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

**156. Passing of resolution by Postal ballot**

Where permitted or required by the Act, Board may, instead of calling a meeting of any Members/ class of Members/ Debenture-holders, seek their assent by Postal ballot. Such Postal ballot will comply with the provisions of Applicable Law in this behalf.

**157.** Where permitted/required by Applicable Law, Board may provide Members/ Members of a class/ Debenture-holders right to vote through e-voting, complying with Applicable Law.

**158.** Notwithstanding anything contained in the foregoing, the Company shall transact such business, follow such procedure and ascertain the assent or dissent of Members for a voting conducted by Postal ballot, as may be prescribed by Section 110 of the Act and rules made thereunder.

**159.** In case of resolutions to be passed by Postal ballot, no meeting needs to be held at a specified time and space requiring physical presence of Members to form a quorum.

**160. Maintenance of records and Inspection of minutes of General Meeting by Members**

Where permitted/required by the Act, all records to be maintained by the Company may be kept in electronic form subject to the provisions of the Act and rules made thereunder. Such records shall be kept open to inspection in the manner as permitted by the Act and Applicable Law. The term 'records' would mean any register, index, agreement, memorandum, minutes or any other document required by the Act and Applicable Law made there under to be kept by the Company.

**161.** The Company shall cause minutes of all proceedings of every General Meeting to be kept by making within thirty days of the conclusion of every such meeting concerned, entries thereof in books kept for that purpose with their pages consecutively numbered.

**162.** Any such minutes shall be evidence of the proceedings recorded therein and shall contain a fair and correct summary of the proceedings thereat.

**163.** Each page of every such book shall be initialed or signed and the last page of the record of proceedings of such meeting in such books shall be dated and signed by the Chairman of the same meeting within the aforesaid period of thirty days or in the event of the death or non availability of that Chairman within that period, by a Director duly authorised by the Board for the purpose.

**164.** In no case the minutes of proceedings of a meeting shall be attached to any such book as aforesaid by pasting or otherwise.

- 165.** Nothing herein contained shall require or be deemed to require the inclusion in any such minutes of any matter which in the opinion of the 'Chairman of the meeting:
- is or could reasonably be regarded, as, defamatory of any person or
  - is irrelevant or immaterial to the proceeding, or
  - is detrimental to the interest of the Company.

The Chairman of the meeting shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the aforesaid grounds.

- 166.** The book containing the minutes of proceedings of General Meetings shall be kept at the registered office of the Company and shall be open during business hours, for such periods not being less than 2 hours on any day, as may be fixed by the Company Secretary from time to time, to the inspection of any Member without charge.

- 167.** Any Member of the Company shall be entitled to a copy of minutes of the General Meeting on receipt of a specific request and at a fee of ₹10/- (rupees ten only) for each page, or such higher amount as the Board may determine, as permissible by Applicable Law.

**168. BOARD OF DIRECTORS**

The number of Directors of the Company which shall be not less than 3 (three) and not more than 15 (Fifteen). However, the Company may appoint more than 15 Directors after passing a Special Resolution.

The following shall be the first directors of the company:-

- Mr. Ratansingh Motisingh Rathore
- Mr. Sanjaykunver Ratansingh Rathore

The composition of the Board shall be in accordance with the provisions of Section 149 of the Act and other Applicable Laws. Provided that where there are temporary gaps in meeting the requirements of Applicable Law pertaining to composition of Board of Directors, the remaining Directors shall (a) be entitled to transact business for the purpose of attaining the required composition of the Board; and (b) be entitled to carry out such business as may be required in the best interest of the Company in the meantime.

**169. Board's power to appoint Additional Directors**

Subject to the provisions of Sections 149, 152 and 161 of the Act and Applicable Laws, 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 these Articles.

- 170.** 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.

**171. Nominee Directors**

The Company shall, subject to the provisions of the Act and these Articles, 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 or by the Central Government or the State Government by virtue of its shareholding in a Government company.

- 172.** In the event of Company borrowing any money from any financial corporation or institution or Government or any Government body or a collaborator, bank, person or persons or from any other source, while any money remains due to them or any of them, the lender concerned may have and may exercise the right and power to appoint, from time to time, any person or persons to be a Director or Directors of the Company.

- 173.** A nominee Director may at any time be removed from the office by the appointing authority who may from the time of such removal or in case of death or resignation of person, appoint any other or others in his place. Any such appointment or removal shall be in writing, signed by the appointer and served on the Company. Such Director need not hold any qualification shares.

**174. Appointment of Alternate Directors**

Subject to the provisions of Section 161(2) of the Act, 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. No person shall be appointed as an Alternate Director in place of an Independent Director unless he is qualified to be appointed as an Independent Director under the Act and Applicable Law. An Alternate Director appointed under this Article shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when the Original Director returns to India. If the terms of office of the Original Director are determined before he so returns to India, any provisions in the Act or in these Articles for the automatic reappointment of any retiring Director in default of another appointment shall apply to the Original Director, and not to the Alternate Director. For the purpose of absence in the Board meetings in terms of Section 167 (1) (b) of the Act, the period during which an Original Director has an Alternate Director appointed in his place, shall not be considered.

**175. Board’s power to fill casual vacancies**

Subject to the provisions of Sections 152(7), 161(4) and 169(7) of the Act, the Board shall have power at any time and from time to time to appoint any other qualified person to be a Director to fill a casual vacancy. Any person so appointed shall hold office only up to the date to which the Director in whose place he is appointed would have held office if it had not been vacated by him.

**176.** If the place of the retiring Director is not so filled up and the meeting has not expressly resolved not to fill the vacancy, the meeting shall stand adjourned until the same day in the next week, at the same time and place in accordance with the provisions of Section 152(7) of the Act.

**177.** If at the adjourned meeting also, the vacancy caused by the retiring Director is not filled up and that meeting also has not expressly resolved not to fill the vacancy, the retiring Director shall be so deemed to have been reappointed at the adjourned meeting, unless:

- i. at that meeting or at the previous meeting the resolution for the reappointment of such Director has been put to the meeting and lost;
- ii. the retiring Director has, by a notice in writing addressed to the Company or its Board expressed his unwillingness to be so reappointed;
- iii. he is not qualified or is disqualified for appointment;
- iv. a resolution whether special or ordinary, is required for the appointment or reappointment by virtue of any provisions of the Act; or
- v. the provision of Section 162 of the Act is applicable to the case.

**178. Independent Directors**

The Company shall appoint such number of Independent Directors as required by the Act and other Applicable Laws and the Company and Independent Directors are required to abide by the provisions specified in Schedule IV of the Act.

**179.** Any casual vacancy in the post of an Independent Director caused by way of removal, resignation, death, vacation of office under Section 167 of the Act and Applicable Law, removal from Directorship pursuant to any court order or due to disqualification under Section 164 of Act shall be filled by following the process laid down in the Act and rules made thereunder. No such casual vacancy shall prejudice the functioning of the Board during the intervening period.

**180.** An Independent Director shall be held liable, only in respect of such acts of omission or commission by a Company which had occurred with his knowledge, attributable through Board processes, and with his consent or connivance or where he had not acted diligently.

**181.** The provisions relating to retirement of Directors by rotation shall not be applicable to appointment of Independent Directors.

**182. Chairman & Managing Director**

The Managing Director, if any, may also be appointed by the Board as the Chairperson of the Company and may be designated as the Chairman and Managing Director of the Company.

**183. Retirement and rotation of Directors**

At least two-thirds of the total number of Directors, excluding Independent Directors, be persons whose period of office is liable to determination by retirement of directors by rotation (hereinafter called “the Rotational Directors”).

**184.** At every Annual General Meeting of the Company, one-third of the Rotational Directors, or if their number is not three or a multiple of three, then, the number nearest to one-third, shall retire from office.

**185.** A retiring Director shall be eligible for re-election.

**186. Resignation of Directors**

Subject to the provisions of the Act, a Director may resign from his office by giving a notice in writing to the Company and Board shall take note of the same.

Provided that the provisions regarding resignation of Managing Director or a Whole-time Director or any Executive Director who has any terms of employment with the Company shall be governed by such terms.

**187.** The resignation of a Director shall take effect from the date on which the notice is received by the Company or the date, if any, specified by the Director in the notice, whichever is later:

**188. Removal of Directors**

Any Director of the Company, except the one appointed by the National Company Law Tribunal, may be removed by way of Ordinary Resolution before the expiry of his term of office, subject to the provisions of Section 169 of Act.

**189. Remuneration of Directors**

Subject to the provisions of Section 197 of the Act, a Director may be paid remuneration either by way of a monthly payment or at a specified percentage of the net profits of the Company or partly by one way and partly by the other.

Provided that where the Company takes a Directors’ Liability Insurance, specifically pertaining to a particular Director, then the premium paid in respect of such insurance, for the period during which a Director has been proved guilty, will be treated as part of remuneration paid to such Directors.

**190.** Subject to the provisions of the Act and rules made thereunder, the fees payable to a Director for attending the meetings of the Board or Committee thereof shall be such sum as may be decided by the Board of Directors from time to time. Fee, as may be determined by the Board, may also be paid for attending any separate meeting of the Independent Directors of the Company in pursuance of any provision of the Act.

**191.** The Board may allow any payment to any director who is not a bonafide resident of the place where the meetings of the Board are ordinarily held and who shall come to such place for the purpose of attending any meeting, such sum as the Board may consider fair compensation for traveling, boarding, lodging and other expenses, in addition to his fee for attending such meeting as above specified; and if any Director be called upon to go or reside out of the ordinary place of his residence on the Company’s business, he shall be entitled to be repaid and reimbursed any traveling or other expenses incurred in connection with business of the Company.

**192. Directors may act notwithstanding any vacancies on Board**

The continuing Directors may act notwithstanding any vacancy in their body but if, and so long as their number is reduced below the minimum number fixed by Article 171 hereof, the continuing Directors may act for the purpose of increasing the number of Directors to the minimum number fixed by the Article 176 hereof or for summoning a General Meeting for the purpose increasing the number of Directors to such minimum number, but for no other purpose.

**193. Vacation of office of Director**

The office of a Director shall ipso facto be vacated:

- i. on the happening of any of the events as specified in Section 167 of the Act.
- ii. if a person is a Director of more than the number of Companies as specified in the Act at a time;

- iii. in the case of alternate Director, on return of the original Director in terms of Section 161 of the Act;
- iv. having been appointed as a Director by virtue of his holding any office or other employment in the holding, subsidiary or associate company, he ceases to hold such office or other employment in that company;
- v. if he is removed in pursuance of Section 169 of the Act;
- vi. any other disqualification that the Act for the time being in force may prescribe.

**194. Notice of candidature for office of Directors except in certain cases**

No person not being a retiring Director, shall be eligible for appointment to the office of Director at any General Meeting unless he or some Member intending to propose him as a Director, has, not less than fourteen days before the meeting, left at the registered office of the Company a notice in writing under his hand signifying his candidature for the office of Director or the intention of such Member to propose him as a candidate for that office along with the requisite deposit of such sum as prescribed under the Act and rules made thereunder.

- 195.** Every person (other than a Director retiring by rotation or otherwise or a person who has left at the office of the Company a notice under Section 160 of the Act signifying his candidature for the office of a Director) proposed as a candidate for the office of a Director, shall sign and file with the Company, the consent in writing to act as a Director, if appointed.

- 196.** A person other than a Director reappointed after retirement by rotation immediately on the expiry of his term of office, or an Additional or Alternate Director, or a person filling a casual vacancy in the office of a Director under Section 161 of the Act, appointed as a Director or reappointed as an Additional or Alternate Director, immediately on the expiry of his term of office, shall not act as a Director of the Company unless he has submitted consent in writing to act as a Director of the Company and the same is filed with the Registrar within thirty days of his appointment.

**197. Director may contract with the Company**

Subject to Applicable Law, a Director or any Related Party as defined in Section 2 (76) of the Act or other Applicable Law may enter into any contract with Company for the sale, purchase or supply of any goods, materials, or services, or other contract involving creation or transfer of resources, obligations or services, subject to the compliance with the Act and rules made thereunder and other Applicable Law.

- 198.** Unless so required by the Act, no sanction shall, however, be necessary for any contracts with a related party entered into on arm's length basis. Where a contract complies with such conditions or indication of arm's length contracts as laid down in a policy on related party transactions framed by the Board and approved by a general meeting, the contract shall be deemed to be a contract entered into on arm's length basis.

**199. Disclosure of interest**

A Director of the Company who is in any way, whether directly or indirectly concerned or interested in a contract or proposed contract or arrangement entered into or to be entered into by or on behalf of the Company, shall disclose the nature of his concern or interest at a meeting of the Board in the manner provided in Section 184(2) of the Act; provided that it shall not be necessary for a Director to disclose his concern or interest in any contract or arrangement entered into or to be entered into with any other body corporate where the Director of the Company either himself or in association with any other Director hold or holds less than two per cent of the shareholding in such other body corporate.

**200. Interested Director not to participate or vote in Board's proceeding**

Subject to the provisions of Section 184 of the Act, no Director shall as Director take any part in the discussion of, or vote on any contract or arrangement entered into by or on behalf of the Company, if he is in any way whether directly or indirectly concerned or interested in such contract or arrangement; nor shall his presence count for the purpose of forming a quorum at the time of any such discussion or vote; and if he does vote, his vote shall be void.

Provided however, that nothing herein contained shall apply to:-

- a) any contract of indemnity against any loss which the Directors or any one or more of them, may suffer by reason of becoming or being sureties or a surety for the Company.
- b) any contract or arrangement entered into or to be entered into with a public company or a private company which is a subsidiary of a public company in which the interest of the Director consists solely :
  - a) in his being:
    - i. a director in such company, and
    - ii. the holder of not more than shares of such number or value therein as is requisite to qualify him for appointment as a Director thereof, he having been nominated as such Director by the Company; OR
  - b. in his being a member holding not more than 2% of its paid-up share capital.

**201. Register of contracts in which Directors are interested**

The Company shall keep a Register in accordance with Section 189 (1) of the Act and Applicable Law. The Register shall be kept at the registered office of the Company and shall be preserved permanently be kept in the custody of the Company Secretary of the Company or any other person authorized by the Board for the purpose.

- 202.** Such a Register shall be open to inspection at such office, and extracts maybe taken therefrom and copies thereof may be provided to a Member of the Company on his request, within seven days from the date on which such request is made and upon the payment of ₹10 (ten rupees) per page, as such higher amount as may be laid by the Board, as permitted by Applicable Law.

**203. Register of Directors and Key Managerial Personnel and their shareholding**

The Company shall keep at its registered office a register containing the particulars of its Directors and Key Managerial Personnel, which shall include the details of Securities held by each of them in the Company or its holding, subsidiary, subsidiary of Company's holding Company or associate companies in accordance to Section 170 of the Act and Applicable Law.

**204. Miscellaneous**

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.

**205. Directors may be directors of companies promoted by the company.**

A Director may be or become a director of any company promoted by the Company or in which it may be interested as a vendor, shareholder, or otherwise, and no such director shall be accountable for any benefits received as director or shareholder of such company except in so far as Section 188 of the Act may be applicable.

## **PROCEEDINGS OF THE BOARD**

**206. Meetings of Board**

The Directors may meet together as a Board from time to time for the conduct and dispatch of the business of the Company, adjourn or otherwise regulate its meetings, as it thinks fit.

**207. Notice**

A meeting of the Board shall be called by giving not less than seven days' notice in writing to every Director at his address registered with the Company and such notice shall be sent by hand delivery or by post or by electronic means.

- 208.** The notice of the meeting shall inform the Directors regarding the option available to them to participate through Electronic Mode, and shall provide all the necessary information to enable the Directors to participate through such Electronic Mode.

**209. Shorter Notice**

A meeting of the Board may be called at shorter notice to transact urgent business subject to the condition that at least one Independent Director, if any, shall be present at the meeting, or 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. Where the Company does not have, for the time being, any Independent Director, a Board meeting may be called at a shorter notice where such notice is approved by a majority of Directors present at such meeting.

**210. Minimum number of meetings**

The Board shall hold four Board Meetings every year in such a manner that not more than one hundred and twenty days shall intervene between two consecutive meetings. The Directors may adjourn and otherwise regulate their meetings as they think fit.

**211. Attendance at Board Meeting**

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. The names of Directors who have participated in Board meetings through Electronic Mode shall be entered and initialled by the Company Secretary, stating the manner in which the Director so participated.

**212. When meeting to be convened**

The Managing Director or a Director or a Secretary upon the requisition of Director(s), may at any time convene a meeting of the Directors.

**213. Meetings of Board by Video/audio- visual conferencing**

Subject to the provisions of Section 173(2) of the Act and rules made thereunder, the Directors may participate in meetings of the Board by Electronic Mode as the Board may from time to time decide and Directors shall be allowed to participate from multiple locations through modern communication equipments for ascertaining the views of such Directors who have indicated their willingness to participate by such Electronic Mode, as the case may be.

**214. Regulation for meeting through Electronic Mode**

The Board may, by way of a resolution passed at a meeting, decide the venues where arrangements may be made by the Company, at the Company's cost, for participation in Board meetings through Electronic Mode, as the case may be, in accordance to the provisions of 173(2) of the Act and Applicable Law. In case of a place other than such places where Company makes arrangements as above, the Chairperson may decline the right of a Director to participate through Electronic Mode in view of concerns of security, sensitivity and confidentiality of Board proceedings. Where the Chairperson so permits a Director to participate from a place other than the designated places where the Company has made the arrangements, the security and confidentiality of the Board proceedings shall be the responsibility of the Director so participating, and the cost and expense in such participation, where agreed to by the Chairperson, may be reimbursed by the Company.

**215. Subject** as aforesaid, the conduct of the Board meeting where a Director participates through Electronic Mode shall be in the manner as laid down under the Act and rules made thereunder.

**216. Chairperson for Board Meetings**

The Board may elect a Chairperson of the Company, and determine the period for which he is to hold office. Such Chairperson shall be the Chairperson of the Board Meetings. If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the Directors present may choose one of their numbers to be Chairperson of the meeting.

**217. Quorum**

The quorum for a meeting of the Board shall be determined from time to time in accordance with the provisions of the Section 174 of the Act. If a quorum is not present within fifteen minutes from the time appointed for holding a meeting of the Board it shall be adjourned until such date and time as the Chairperson of the Board shall decide.

- 218.** 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 and for no other purpose.

**219. Exercise of powers to be valid in meetings where quorum is present**

A meeting of the Board of which a quorum be present shall be competent to exercise all or any of the authorities, powers and discretions by or under these Articles for the time being vested in or exercisable by the Board, or in accordance with Section 179 (1) of the Act, the powers of the Company.

**220. Matter to be decided on majority of votes**

Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes. In case of an equality of votes, the Chairperson of the Board shall have a second or casting vote.

**221. Power to appoint Committee and to delegate powers**

The Board may, subject to the provisions of the Act, from time to time and at any time delegate any of its powers to committees consisting of such Director or Directors as it thinks fit, and may from time to time revoke such delegation. Unless a power of the Board is not capable of being delegated, such power may be delegated by the Board to any of its Committees or to any of its officers as the Board may determine.

- 222.** Any committee of the Board so formed shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed on it by the Board.

- 223.** The meetings and the proceedings of any such Committee consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Board so far as the same are applicable thereto, and are not superseded by any regulations made by the Board.

**224. Resolution without Board Meeting/ Resolution by Circulation**

Save as otherwise expressly provided in the Act to be passed at a meeting of the Board and subject to Section 175 of the Act or Applicable Laws, a resolution shall be as valid and effectual as if it had been passed at a meeting of the Board or Committee of the Board, as the case may be, duly called and constituted, if a draft thereof in writing is circulated, together with the necessary papers, if any, to all the Directors, or to all the members of the Committee of the Board, as the case may be, at their addresses registered with the Company in India (not being less in number than the quorum fixed for a meeting of the Board or Committee, as the case may be), and has been approved by a majority of the Directors or members as are entitled to vote on the resolution.

Provided that, where not less than one-third of the total number of Directors of the Company for the time being require that any resolution under circulation must be decided at a meeting, the Chairperson shall put the resolution to be decided at a Board Meeting.

Provided further that where the resolution has been put to vote at a Board Meeting, the consent or dissent of the Directors obtained by way of resolution by circulation shall be rendered void.

**225. Acts of Board / Committee valid notwithstanding formal appointment**

All acts done in any meeting of the Board or of a Committee thereof or by any person acting as a Director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such Directors or of any person acting as aforesaid, or that they or any of them were disqualified or 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 Director or such person had been duly appointed and was qualified to be a Director and had not vacated his office or his appointment had

not been terminated; provided that nothing in this Article shall be deemed to give validity to acts done by a Director after his appointment has been shown to the Company to be invalid or to have been terminated.

**226. Minutes of proceedings of meeting of Board**

The Company shall cause minutes of proceedings of every meeting of the Board and Committee thereof to be kept in such form by making within thirty days of the conclusion of every such meeting, entries thereof in the books kept for that purpose with their pages consecutively numbered in accordance to Section 118 of the Act or Applicable Laws.

**227.** Each page of every such book shall be initialled or signed and the last page of the record of proceedings of each meeting in such book shall be dated and signed by the Chairperson of the said meeting or the Chairperson of the next succeeding meeting.

**228.** In no case shall the minutes of proceedings of a meeting be attached to any such book as aforesaid by a pasting or otherwise, if the minutes are kept in physical form.

**229.** The minutes of each meeting shall contain a fair and correct summary of the proceedings thereat.

**230.** Where the meeting of the Board takes place through Electronic Mode, the minutes shall disclose the particulars of the Directors who attended the meeting through such means. The draft minutes of the meeting shall be circulated among all the Directors within fifteen days of the meeting either in writing or in Electronic Mode as may be decided by the Board and/or in accordance with Applicable Laws.

**231.** Every Director who attended the meeting, whether personally or through Electronic Mode, shall confirm or give his comments in writing, about the accuracy of recording of the proceedings of that particular meeting in the draft minutes, within seven days or some reasonable time as decided by the Board, after receipt of the draft minutes failing which his approval shall be presumed.

**232.** All appointments of officers made at any of the meetings aforesaid shall be included in the minutes of the meetings.

**233.** The minutes shall also contain:

- i. The names of the Directors present at the meeting; and
- ii. In the case of each resolution passed at the meeting the names of the Directors, if any, dissenting from or not concurring in the resolution.

**234.** Nothing contained hereinabove shall be deemed to require the inclusion in any such minutes of any matter which, in the opinion of the Chairperson of the meeting :

- i. is, or could reasonably be regarded as defamatory of any person.
- ii. is irrelevant or immaterial to the proceedings; or
- iii. is detrimental to the interest of the Company.

**235.** The Chairperson shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in this Article.

**236.** Minutes of meetings kept in accordance with the aforesaid provisions shall be evidence of the proceedings recorded therein.

**237.** Any Director of the Company may requisition for physical inspection of the Board Meeting minutes by giving a prior notice of seven days.

Provided that the Director can requisition to inspect Board Meeting minutes only for the period that he is on the Board of the Company.

Provided further that the physical inspection shall be done solely by the Director himself and not by his authorised representative or any power of attorney holder or agent.

**238. Powers of Board**

The Board may exercise all such powers of the Company and do all such acts, and things as are not, by the Act and Applicable Law made thereunder, or any other Act, or by the Memorandum, or by these Articles of the

Company, required to be exercised by the Company in General Meeting subject nevertheless to these Articles, to the provisions of the Act and the rules made thereunder, or any other Act and to such regulations being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in General Meeting; but no regulations 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.

**239.** The Board may, subject to the Act, also give a loan to a Director or any entity in which the Director is interested. Where any sum of money is payable by a Director, the Board may allow such time for payment of the said money as is acceptable within customary periods for payment of similar money in contemporaneous commercial practice. Grant of such period for payment shall not be deemed to be a “loan” or grant of time for the purpose of sec 180 (1) (d) of the Act and Applicable Law.

**240.** The Board may subject to Section 186 of the Act and provisions of Applicable Law made thereunder shall by means of unanimous resolution passed at meeting of Board from time to time, invest, provide loans or guarantee or security on behalf of the Company to any person or entity.

**241. Restriction on powers of Board**

Board of Directors should exercise the following powers subject to the approval of Company by a Special Resolution:

- i. To sell, lease or otherwise dispose of the whole or substantially the whole of the undertaking of the Company or where the Company owns more than one undertaking, of the whole or substantially the whole of any of such undertakings.
- ii. To invest otherwise in trust securities the amount of compensation received by it as a result of any merger or amalgamation;
- iii. To borrow money, where the money to be borrowed, together with the money already borrowed by the Company will exceed aggregate of its paid-up Share Capital and free-reserves, apart from temporary loans obtained from the Company’s bankers in the ordinary course of business.
- iv. To remit, or give time for the repayment of, any debt due from a Director.

**242. Contribution to charitable and other funds**

The Board of Directors of a Company may contribute to bona fide charitable and other fund. A prior permission of the Company in general meeting (ordinary resolution) shall be required for if the aggregate of such contributions in a financial year exceeds 5 % (five percent) of its average net profits for the three immediately preceding financial years.

**243. Absolute powers of Board in certain cases**

Without prejudice to the general powers conferred by Section 179(3) of the Act or Applicable Laws made thereunder and the last preceding Article and so as not in any way to limit or restrict those powers, and without prejudice to the other powers conferred by these Articles, but subject to the restrictions contained in these Articles or the Applicable Law, it is hereby declared that the Directors shall have the following powers; that is to say, power :

- i. To pay the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company.
- ii. To pay any or interest lawfully payable there out under the provisions of Section 40 of the Act.
- iii. To act jointly and severally in all on any of the powers conferred on them.
- iv. To appoint and nominate any Person(s) to act as proxy for purpose of attending and/or voting on behalf of the Company at a meeting of any Company or association.
- v. To comply with the provisions of Applicable Law which in their opinion shall, in the interest of the Company be necessary or expedient to comply with.
- vi. To make, vary and repeal bye-laws for regulation of business of the Company and duties of officers and servants.
- vii. Subject to Sections 179 and 188 of the Act to purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorised to acquire, at or for such price or consideration and generally on such terms and conditions as they may think fit and in any such purchase

- or other acquisition to accept such title as the Directors may believe or may be advised to be reasonably satisfactory.
- viii. Subject to the provisions of the Act and Applicable Laws, to pay for any property, rights or privileges acquired by or services rendered to the Company, either wholly or partially, in Shares, bonds, Debentures, mortgages, or other securities of the Company, and such Shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon all or any part of the property of the Company and its uncalled Capital or not so charged;
  - ix. To secure the fulfilment of any contracts or engagement entered into by the Company by mortgage or charge of all or any of the property of the Company and its uncalled Capital for the Company being or in such manner as they may think fit;
  - x. To accept from any member, as far as may be permissible by law, a surrender of his Shares or any part thereof, on such terms and conditions as shall be agreed;
  - xi. To borrow or raise or secure the payment of money in such manner as the Company shall think fit and in particular buy the issue of Debenture or Debenture stock, perpetual or otherwise charged upon all or any of the Company's property (both present and future).
  - xii. To open and deal with current account, overdraft accounts with any bank/banks for carrying on any business of the Company.
  - xiii. To appoint any Person (whether incorporated or not) to accept and hold in trust for the Company and property belonging to the Company, in which it is interested, or for any other purposes; and execute such deeds and do all such things as may be required in relation to any trust, and to provide for the remuneration of such trustee or trustees;
  - xiv. To institute, conduct, defend, compound, refer to arbitration or abandon any legal proceedings by or against the Company or its officers, or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due, and of any claim or demands by or against the Company.
  - xv. To refer any claims or demands or differences by or against the Company or to enter into any contract or agreement for reference to arbitration, and observe, enforce, perform, compound or challenge such awards and to take proceedings for redressal of the same.;
  - xvi. To act as trustees in composition of the Company's debtors and/or act on behalf of the Company in all matters relating to bankrupts and insolvents;
  - xvii. To make and give receipts, releases and other discharges for moneys payable to the Company and for the claims and demands of the Company.
  - xviii. Subject to the provisions of Sections 179 and 186 of the Act, to invest and deal with any moneys of the Company not immediately required for the purpose thereof upon such security (not being Shares of this Company), or without security and in such manner as they think fit, and from time to time to vary the size of such investments. Save as provided in Section 187 of the Act, all investments shall be made and held in the Company's own name;
  - xix. 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 surety, for the benefit of the Company, such mortgages of the Company's property (present or future) as they think fit, and any such mortgage may contain a power of sale and such other powers, provisions, covenants and agreements as shall be agreed upon.
  - xx. To determine from time to time who shall be entitled to sign, on the Company's behalf, bills, notes, receipts, acceptances, endorsements, cheques, Dividends, warrants, releases, contracts and documents and to give the necessary authority for such purpose;
  - xxi. Subject to provisions of Applicable Law, to give a Director or any officer or any other person whether employed or not by the Company, Share or Shares in the profits of the Company, commission on the profits of any particular business or transaction; and to charge such bonus or commission as part of the working expenses of the Company;
  - xxii. 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, dwellings or by grants of money, pension, gratuities, allowances,

- bonus or other payments, or by creating and from time to time subscribing or contributing to provident and other associations, institutions; funds or trusts and by providing or subscribing or contributing towards places of instructions and recreation, hospitals and dispensaries, medical and other attendance and other assistance as the Board shall think fit;
- xxiii. To subscribe or contribute or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national or other institutions or objects which shall have any moral or other claim to support or aid by the Company, either by reason of locality of operation, or of public and general utility or otherwise;
- xxiv. Before recommending any Dividend, to set aside out of the profits of the Company such sums as they may think proper for depreciation or to Depreciation Fund, or to an Insurance Fund, or as a Reserve Fund, or Sinking fund, or any Special Fund to meet contingencies or to repay Debentures or Debenture stock, or for special Dividends or for equalized Dividends or for repairing, improving, extending and maintaining any of the property of the Company or for such other purpose (including the purposes referred to in the preceding clause), as the Board may, in their absolute discretion, think conducive to the interest of the Company, and subject to Section 179 of the Act, to invest the several sums so set aside or so much thereof as required to be invested upon such investments (other than Shares of the Company) as they may think fit, and from time to time to deal with and vary such investments and dispose of and apply and expand all or any part thereof for the benefit of the Company, in such manner and for such purpose as the Board in their absolute discretion think conducive to the interest of the Company, notwithstanding that the matters to which the Board apply or upon which they expend the same, or any part thereof, may be matters to or upon which the capital moneys of the Company might rightly be applied or expended; and to divide the reserve into such special Funds as the Board may think fit, with full power to transfer the whole, or any portion of a Reserve Fund or division of a Reserve Fund to another Reserve Fund or division, of a Reserve Fund and with full power to employ the assets constituting all or any of the above Funds, including the Depreciation Fund, in the business of the Company or in the purchase or repayment of Debentures or Debenture stock, and without being bound to keep the same, separate from the other assets, and without being bound to pay interest on the same with power, however, 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.
- xxv. Subject to the provisions of the Act to appoint, and at their discretion remove or suspend such general managers, managers, secretaries, assistants, supervisor, clerks, agents and servants of permanent, temporary or special services as they may for time to time think fit, and to determine their powers and duties and fix their salaries or emoluments or remuneration, and to require security in such instances and to such amount as they may think fit also from time to time 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 four next following sub-clauses shall be without prejudice to the general powers conferred by this sub-clause.
- xxvi. To comply with the requirements of any local law which in their opinion it shall, in the interest of the Company, be necessary of expedient of comply with;
- xxvii. Subject to applicable provisions of the Act and Applicable Law made thereunder, to appoint purchasing and selling agents for purchase and sale of Company's requirement and products respectively.
- xxviii. From time to time and at any time to establish any local board for managing any of the affairs of the Company in any specified locality in India or elsewhere and to appoint any persons to the members of such local boards and to fix their remuneration.
- xxix. Subject to Section 179 & 180 of the Act from time to time and at any time, delegate to any person so appointed any of the powers, authorities and discretion for the time being vested in the Board, other than their power to make calls or to make loans or borrow or moneys, and to authorise the Members for the time being of any such local board, or any of them to fill up any vacancies therein and to act notwithstanding vacancies, and any such appointment or delegation may be made on such terms and subject to such conditions as the Board may think fit, and the Board may at any time remove any person so appointed, and may annul or vary any such delegation.
- xxx. 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 discretion (not exceeding those vested in or exercisable by the Board under these presents and excluding the powers to make calls and excluding also, except in their limits authorised by the Board, the power to make loans and borrow money’) and for’ such period and subject to such conditions as the Board may from time to time think fit; and any such appointment may (if the Board thinks 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 Share holders, Directors, nominees or managers of any Company or firm or otherwise in favour of any fluctuating body of persons whether nominated directly by the Board and any such power of Attorney may contain such powers for the protection or convenience of persons dealing with such attorneys as the Board may think fit and may contain powers enabling any such delegates or attorneys as aforesaid to sub- delegate all or any of the powers, authorities and discretions for the time being vested in them;

- xxxii. Subject to Sections 184 and 188 of the Act, for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company to enter into all such contracts, agreements and to execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient;
- xxxiii. Subject to the provisions of the Act, the Board may pay such remuneration to Chairperson / Vice Chairperson of the Board upon such conditions as they may think fit.
- xxxiiii. To take insurance of any or all properties of the Company and any or all the employees and their dependants against any or all risks.
- xxxv. To take insurance on behalf of its managing Director, whole-time Director, manager, Chief Executive Officer, Chief Financial Officer or Company Secretary or any officer or employee of the Company for indemnifying any of them against any liability in respect of any negligence, default, misfeasance, breach of duty or breach of trust for which they may be guilty in relation to the Company.

### **MANAGING DIRECTOR**

#### **244. Board may appoint Managing Director(s)**

Subject to the provisions of the Act and of these Articles, the Board shall have power to appoint from time to time any of its member or members as Managing Director(s) of the Company for fixed term not exceeding five years at a time and upon such terms and conditions as the Board thinks fit and subject to the provisions of these Articles the Board may by resolution vest in such Managing Director(s) such of the powers hereby vested in the Board generally as it thinks fit, and such powers may be made exercisable for such period or periods and upon such conditions and subject to such restrictions as it may determine.

- 245.** Subject to the Article above, the powers conferred on the Managing Director shall be exercised for such objects and purpose and upon such terms and conditions and with such restrictions as the Board may think fit and it may confer such powers either collateral with or to the exclusion of and in substitution of all or any of the powers of the Board in that behalf and may from time to time revoke, withdraw, alter or vary all or any of such powers.

#### **246. Restriction on Management**

The Board of Directors may, subject to Section 179 of the Act, entrust to and confer upon a Managing or whole time Director any of the powers exercisable by them, upon such terms and conditions and with such restrictions, as they may think fit and either collaterally with or to the exclusion of their own powers and may, from time to time, revoke, withdraw or alter or vary all or any of such powers.

#### **247. Remuneration to Managing Directors/Whole time Directors**

A Managing or whole time Director may be paid such remuneration, whether by way of monthly payment, fee for each meeting or participation in profits, or by any or all these modes, or any other mode not expressly prohibited by the Act, as the Board of Directors may determine.

### **CHIEF EXECUTIVE OFFICER, MANAGER, COMPANY SECRETARY OR CHIEF FINANCIAL OFFICER**

- 248.** Subject to the provisions of the Act and rules made thereunder, the Board may appoint a Chief Executive Officer, Manager, Company Secretary or Chief Financial officer, at such remuneration and upon such

conditions as it may think fit; and any Chief Executive Officer, manager, Company Secretary or Chief Financial Officer so appointed may be removed by means of a resolution at a Board Meeting.

Subject to the article above, the powers conferred on the CEO shall be exercised for such objects and purpose and upon such terms and conditions and with such restrictions as the Board may think fit and it may confer such powers either collateral with or to the exclusion of and in substitution of all or any of the powers of the Board in that behalf and may from time to time revoke, withdraw, alter or vary all or any of such powers.

**249. POWER TO AUTHENTICATE DOCUMENTS**

Any Director or the Company Secretary or any officer appointed by the Board for the purpose shall have power to authenticate any documents affecting the constitution of the Company and any books, records, documents and accounts relating to the business of the Company and to certify copies or extracts thereof; and where any books, records documents or accounts are then, at the office, the local manager or other officer of the Company having the custody thereof, shall be deemed to be a person appointed by the Board as aforesaid.

- 250.** Document purporting to be a copy of resolution of the Board or an extract from the minutes of meeting of the Board which is certified as such in accordance with the provisions of the last preceding Article shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed or, as the case may be that extract is a true and accurate records of a duly constituted meeting of the Directors.

**THE SEAL**

- 251.** 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 Seal shall never be used except by the authority of the Board or a Committee of the Board previously given. The Company shall also be at liberty to have an official Seal for use in any territory, district or place outside India.

- 252.** 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 either one director or Key Managerial Personnel or any other officer authorized by the Board and that one director or KMP or Officer shall sign every instrument to which the seal of the Company is so affixed in his presence. The Board shall provide for the safe custody of the Seal.

**MANAGEMENT OUTSIDE INDIA AND OTHER MATTERS**

- 253.** Subject to the provisions of the Act the following shall have effect:
- i. The Board may from time to time provide for the management of the affairs of the Company outside India (or in any specified locality in India) in such manner as it shall think fit and the provisions contained in the four next following paragraphs shall be without prejudice to the general powers conferred by this paragraph.
  - ii. Subject to the provisions of the Act, the Board may at any time establish any local Directorate for managing any of the delegation or affairs of the Company outside India, and may appoint any person to be member of any such local Directorate or any manager or agents and may fix their remuneration and, save as provided in the Act, the Board may at any time delegate to any person so appointed any of the powers, authorities and discretions for the time being vested in the Board and such appointment or delegation may be made on such terms and subject to such conditions as the Board may think fit and the Board may at any time remove any person so appointed and annual or vary any such delegations.
  - iii. The Board may, at any time and from time to time by power of attorney under Seal, appoint any person to be the attorney of the Company for such purposes and with such powers, authorities and discretions not exceeding those which may be delegated by the Board under the Act 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 thinks fit, be made in favour of the members or any of members of any local Directorate established as aforesaid, or in favour of the Company or of the members, Directors, nominees or officers of the Company or firm or In favour of any fluctuating body of persons whether nominated directly or indirectly by the Board, and any such Power of Attorney may contain such provisions for the protection or convenience of persons dealing with such attorneys as the Board thinks fit.

- iv. Any such delegate or Attorney as aforesaid may be authorized by the Board to sub-delegate all or any of the powers, authorities and discretions for the time being vested in them.
- v. The Company may exercise the power conferred by the Act with regard to having an Official seal for use abroad, and such powers shall be vested in the Board, and the Company may cause to be kept in any state or country outside India, as may be permitted by the Act, a Foreign Register of Member or Debenture holders residents in any such state or country and the Board may, from time to time make such regulations not being inconsistent with the provisions of the Act, and the Board may, from time to time make such provisions as it may think fit relating thereto and may comply with the requirements of the local law and shall In any case comply with the provisions of the Act.

## **DIVIDENDS AND RESERVE**

### **254. Division of profits**

The profits of the Company, subject to any special rights as to Dividends or authorized to be created by these Articles, and subject to the provisions of these Articles shall be divisible among the members in proportion to the amount of Capital paid-up on the shares held by them respectively.

### **255. The Company in general meeting may declare a Dividend**

The Company in general meeting may declare Dividends to be paid to members according to their respective rights, but no Dividend shall exceed the amount recommended by the Board; the Company in general meeting may, however declare a smaller Dividend. No Dividend shall bear interest against the Company.

### **256. Dividend only to be paid out of profits**

The Dividend can be declared and paid only out of the following profits;

- i. Profits of the financial year, after providing depreciation as stated in Section 123(2) read with Schedule II and Applicable Laws.
- ii. Accumulated profits of the earlier years, after providing for depreciation under Section 123(2) read with Schedule II and Applicable Laws.
- iii. Out of money provided by Central or State Government for payment of Dividend in pursuance of a guarantee given by the Government.

If the Company has incurred any loss in any previous financial year or years, the amount of the loss or any amount which is equal to the amount provided for depreciation for that year or those years whichever is less, shall be set off against the profits of the Company for the year for which the Dividend is proposed to be declared or paid or against the profits of the Company for any previous financial year or years arrived at in both cases after providing for depreciation in accordance with the provisions of Section 123(2) of the Act or Applicable Law, or against both.

### **257. Transfer to reserve**

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 equalising 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, think fit.

- 258.** Such reserve, being free reserve, may also be used to declare Dividends in the event the Company has inadequate or absence of profits in any financial year, in accordance to Section 123 of the Act and Applicable Law made in that behalf. The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.

### **259. Interim Dividend**

Subject to the provisions of Section 123 of the Act and Applicable Law, 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.

**260. Calls in advance not to carry rights to participate in profits**

Where Capital is paid in advance of calls such Capital may carry interest but shall not in respect thereof confer a right to Dividend or participate in profits.

**261. Payment of pro rata Dividend**

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.

**262. Deduction of money owed to the Company**

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.

**263. Rights to Dividend where shares transferred**

A transfer of Share shall not pass the right to any Dividend declared thereon before the registration of the transfer.

**264. Dividend to be kept in abeyance**

The Board may retain the Dividends payable in relation to such Shares in respect of which any person is entitled to become a Member by virtue of transmission or transfer of Shares and in accordance sub-Section (5) of Section 123 of the Act or Applicable Law. The Board may also retain Dividends on which Company has lien and may apply the same towards satisfaction of debts, liabilities or engagements in respect of which lien exists.

**265. 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.

**266. Manner of paying Dividend**

Any Dividend, interest or other monies payable in cash in respect of shares may be paid by any Electronic Mode to the shareholder entitled to the payment of the Dividend, or by way of 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.

**267.** Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. The Company shall not be liable or responsible for any cheque or Warrant or pay-slip or receipt lost in transmission, or for any Dividend lost to the member of person entitled thereto by the forged endorsement of any cheque or warrant or the forged signature of any pay-slip or receipt or the fraudulent recovery of the Dividend by any other means.

**268. Receipts for Dividends**

Any one of two or more joint holders of a Share may give effective receipts for any Dividends, bonuses or other monies payable in respect of such Share.

**269. Non-forfeiture of unclaimed Dividend**

No unclaimed Dividend shall be forfeited by the Board unless the claim thereto becomes barred by law and the Company shall comply with the provision of Sections 124 and 125 of the Act in respect of all unclaimed or unpaid Dividends.

**ACCOUNTS**

**270. Directors to keep true accounts**

The Company shall keep at the registered office or at such other place in India as the Board thinks fit, proper books of account and other relevant books and papers and financial statement for every financial year in accordance with Section 128 of the Act.

**271.** Where the Board decides to keep all or any of the Books of Account at any place in India other than the registered office of the Company the Company shall within seven days of the decision file with the Registrar a notice in writing giving, the full address of that other place.

**272.** The Company shall preserve in good order the books of account relating to the period of not less than eight years preceding the current year together with the vouchers relevant to any entry in such Books of Account.

**273.** Where the Company has a branch office, whether in or outside India, the Company shall be deemed to have complied with the preceding Article if proper Books of Account relating to the transactions effected at the branch office are kept at the branch office and proper summarized returns made up to date at intervals of not more than three months are sent by the branch office to the Company at its registered office or at any other place in India, at which the Company's Books of Account are kept as aforesaid.

**274.** The books of account shall give a true and fair view of the state of affairs of the Company or branch office, as the case may be, and explain its transactions effected both at the registered office and its branches and such books shall be kept on accrual basis and according to the double entry system of accounting. The Books of Account and other books and papers shall be open to inspection by any Directors during business hours.

**275. Preparation of revised financial statements or Boards' Report**

Subject to the provisions of Section 131 of the Act and the Applicable Law made thereunder, the Board may require the preparation of revised financial statement of the Company or a revised Boards' Report in respect of any of the three preceding financial years, if it appears to them that (a) the financial statement of the Company or (b) the report of the Board do not comply with the provisions of Section 129 or Section 134 of the Act.

**276. Places of keeping accounts**

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.

**277.** 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.

**AUDIT****278. Auditors to be appointed**

Statutory Auditors and Cost Auditors, if any, shall be appointed and their rights and duties regulated in accordance with Sections 139 to 148 of the Act and Applicable Laws. Where applicable, a Secretarial Auditor shall be appointed by the Board and their rights and duties regulated in accordance with Sections 204 of the Act and Applicable Laws.

**279.** Subject to the provisions of Section 139 of the Act and rules made thereunder, the Statutory Auditors of the Company shall be appointed for a term of five consecutive years (in case Auditor is an Individual) or two terms of five consecutive years (in case Auditor is an Audit Firm) as the case may be, subject to ratification by members at every annual general meeting. Provided that the Company may, at a General Meeting, remove any such Auditor or all of such Auditors and appoint in his or their place any other person or persons as may be recommended by the Board, in accordance with Section 140 of the Act or Applicable Laws.

**280. Remuneration of Auditors**

The remuneration of the Auditors shall be fixed by the Company in Annual general meeting or in such manner as the Company in general meeting may determine.

## **DOCUMENTS AND NOTICES**

### **281. Service of documents and notice**

A document or notice may be served or given by the Company on any member either personally or sending it by post to him to his registered address or (if he has no registered address in India) to the address, if any, in India supplied by him to the Company for serving documents or notices on him or by way of any electronic transmission, as prescribed in Section 20 of the Act and rules made thereunder.

**282.** Where a document or notice is sent by post, services of the document or notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the document or notice, provided that where a member has intimated to the Company in advance that documents or notices should be sent to him under a certificate of posting or by registered post with or without acknowledgment due and has deposited with the Company a sum sufficient to defray the expenses of the doing so, service of the documents or notice shall not be deemed to be effected unless it is sent in the manner intimated by the member and such service shall be deemed to have been effected in the case of Notice of a meeting, at the expiration of forty-eight hours after the letter containing the document or notice is posted and in any other case at the time at which the letter would be delivered in the ordinary course of post.

### **283. Newspaper advertisement of notice to be deemed duly serviced**

A document or notice advertised in a newspaper circulating in the neighbourhood of the registered office of the Company shall be deemed to be duly served or sent on the day on which the advertisement appears to every member who has no registered address in India and has not supplied to the Company an address within India for serving of documents on or the sending of notices to him.

### **284. Notice to whom served in case of joint shareholders**

A document or notice may be served or given by the Company on or given to the joint-holders of a Share by serving or giving the document or notice on or to the joint-holders named first in the Register of Members in respect of the Share.

### **285. Notice to be served to representative**

A document or notice may be served or given by the Company on or to the persons entitled to a Share in consequence of the death or insolvency of a member by sending it through post in a prepaid letter addressed to him or them by name or by the title of representatives of the deceased or assignee of the insolvent or by any like description, at the address if any) in India supplied for the purpose by the persons claiming to be entitled, or (until such an address has been so supplied) by serving the document or notice in any manner in which the same might have been given if the death or insolvency had not occurred.

### **286. Service of notice of General Meetings**

Documents or notices of every General Meeting shall be served or given in the same manner hereinbefore on or to (a) every member of the Company, legal representative of any deceased member or the assignee of an insolvent member, (b) every Director of the Company and (c) the Auditor(s) for the time being of the Company.

The accidental omission to give notice or the non-receipt of notice by any member or other person to whom it should be given shall not invalidate the proceedings at the meeting.

### **287. Members bound by notice**

Every person who, by operation of law, transfer or other means whatsoever, shall become entitled to any Share, shall be bound by every document or notice in respect of such shares, previously to his name and address being entered on the Register of Members, shall have been duly served on or given to the person from whom he derives his title to such shares.

### **288. Documents or notice to be signed**

Any document or notice to be served or given by the Company may be signed by a Director or some person duly authorised by the Board of Directors for such purpose and the signatures thereto may be written, printed or lithographed.

**289. Notice to be served by post or other electronic means**

All documents or notices to be served or given by members on or to the Company or any office thereof shall be served or given by sending it to the Company or officer at the office by post under a certificate of posting or by registered post, or by leaving it at the office or by such other electronic means as prescribed in Section 20 of the Act and the Applicable Law made thereunder.

**290. Admissibility of micro films, computer prints and documents to be treated as documents and evidence**

Any information in the form of a micro film of a document or image or a facsimile copy or any statement in a document included in a printed material produced by a computer shall be deemed to be a document and shall be admissible in any proceedings without further production of original, provided the conditions referred in Section 397 are complied with.

**291. All provisions of the Information Technology Act, 2000 relating to the electronic records, including the manner and format in which the electronic records shall be filed, in so far as they are consistent with the Act, shall apply to the records in electronic form under Section 398 of the Act.**

### **WINDING UP**

**292. Subject to the provisions of Chapter XX of the Act and Applicable Law 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, but subject to the rights attached to any preference Share Capital, divide among the contributories in specie any part of the assets of the Company and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the Liquidator, with the like sanction shall think fit.
- 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.

### **BONAFIDE EXERCISE OF MEMBERSHIP RIGHTS**

**293. Every Member and other Security holder will use rights of such Member/ security holder as conferred by Applicable Law or these Articles bonafide, in best interest of the Company or for protection of any of the proprietary interest of such Member/security holder, and not for extraneous, vexatious or frivolous purposes. The Board shall have the right to take appropriate measures, and in case of persistent abuse of powers, expulsion of such Member or other Security holder, in case any Member/Security holder abusively makes use of any powers for extraneous, vexatious or frivolous purposes.**

### **INDEMNITY**

**294. 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.**

### **SECRECY**

**295. Every manager, Auditor, 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 Board of Directors, before entering upon the duties, sign a declaration pledging himself to observe strict secrecy respecting all bonafide transactions of the Company with its customers and the state of accounts with individuals and in matters relating thereto and**

shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge In the discharge of his duties except when required to do so by the Directors or by any general meeting or by the law of the country and except so far as maybe necessary in order to comply with any of the provisions in these presents and the provisions of the Act.

- 296.** Subject to the provisions of these Articles and the Act, no member, or other person (not being a Director) shall be entitled to enter the property of the Company or to inspect or to examine the Company's premises or properties of the Company without the permission of the Directors or to require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a 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 Directors it will be expedient in the interest of the Company to communicate.

## SECTION XII – OTHER INFORMATION

### MATERIAL CONTRACTS AND DOCUMENTS FOR INSPECTION

The copies of the following contracts which have been entered or are to be entered into by our Company (not being contracts entered into in the ordinary course of business carried on by our Company or contracts entered into more than two years before the date of this Draft Red Herring Prospectus) which are or may be deemed material will be attached to the copy of the Red Herring Prospectus which will be delivered to RoC for registration. Copies of these contracts and also the documents for inspection referred to hereunder, may be inspected at the Corporate Office between 10.00 a.m. and 5.00 p.m. on all Working Days from the date of the Red Herring Prospectus until the Bid/Issue Closing Date.

#### A. Material Contracts

1. Memorandum of Understanding dated September 21, 2022 entered into between our Company, the Selling Shareholder and the Book Running Lead Manager.
2. Memorandum of Understanding dated September 21, 2022 entered into between our Company, the Selling Shareholder and the Registrar to the Offer.
3. Tripartite Agreement dated August 30, 2021 between CDSL, our Company and the Registrar to the Issue.
4. Tripartite Agreement dated August 30, 2021 between NSDL, our Company and the Registrar to the Issue.
5. Escrow Agreement dated [●] between our Company, the Selling Shareholder, the Book Running Lead Manager, the Syndicate Members, the Escrow Collection Bank(s), Sponsor Bank(s), Refund Bank(s) and the Registrar to the Issue.
6. Share Escrow Agreement dated [●] between our Company, the Selling Shareholder, the Share Escrow Agent and the Book Running Lead Manager.
7. Syndicate Agreement dated of [●] between our Company, the Selling Shareholder, the Book Running Lead Manager, the Syndicate Members and Registrar to the Issue.
8. Underwriting Agreement dated of [●] between our Company, the Selling Shareholder, the Book Running Lead Manager and the Underwriters.

#### B. Material Documents

1. Certified true copies of the Memorandum and Articles of Association of our Company, as amended from time to time.
2. Certificate of incorporation dated June 15, 2005, January 19, 2009, October 29, 2010 and August 12, 2021.
3. Resolution of the Board of Directors dated September 09, 2022 authorising the Issue.
4. Shareholders' Resolution passed at the Extra-ordinary General Meeting of the Company held on September 16, 2022, authorising the Issue.
5. Report of our Statutory Auditor dated September 22, 2022 regarding the Restated Consolidated Financial Statement of our Company as at and for year ended, March 31, 2022, 2021 and 2020 included in this Draft Red Herring Prospectus.
6. Statement of Tax Benefits dated September 22, 2022 issued by our Statutory Auditor.
7. Consents of our Directors, the Selling Shareholder, Chief Financial Officer, Company Secretary and Compliance Officer, BRLM, Legal Counsel to the Issue, Statutory Auditor and Peer Reviewed Auditor, Registrar to the Issue, Bankers to the Issue<sup>(\*)</sup>, Bankers to our Company, Underwriters<sup>(\*)</sup> and Syndicate Members<sup>(\*)</sup> as referred to in their specific capacities.

*(\*) The aforesaid will be appointed prior to filing of the RHP / Prospectus with RoC and their consents as above would be obtained prior to the filing of the RHP / Prospectus with RoC.*

8. Due diligence Certificate dated September 29, 2022 addressed to SEBI issued by the BRLM.
9. Resolution of the Board of Directors of our Company dated September 29, 2022, approving this Draft Red Herring Prospectus.
10. In – principle listing approvals dated [●] and [●] from BSE and NSE, respectively.
11. SEBI observation letter no. [●] dated [●].

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 relevant statutes.

## DECLARATION

I hereby declare that all relevant provisions of the Companies Act, 2013 and the guidelines or regulations issued by the Government and / or the guidelines or regulations issued by the Securities and Exchange Board of India, as the case may be, have been complied with and no statement made in this Draft Red Herring Prospectus is contrary to the provisions of the Companies Act, 2013, the Securities Contracts (Regulation) Act, 1956, the Securities Contracts (Regulation) Rules, 1957, the Securities and Exchange Board of India Act, 1992, each as Amended, or the rules made thereunder or Guidelines / Regulations issued, as the case may be. I further certify that all statements and disclosures made in this Draft Red Herring Prospectus are true and correct.

### **SIGNED BY THE DIRECTORS OF OUR COMPANY**

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**Ratansingh Rathore**  
Chairman and Managing Director

**Date:** September 29, 2022

**Place:** Mumbai

## DECLARATION

I hereby declare that all relevant provisions of the Companies Act, 2013 and the guidelines or regulations issued by the Government and / or the guidelines or regulations issued by the Securities and Exchange Board of India, as the case may be, have been complied with and no statement made in this Draft Red Herring Prospectus is contrary to the provisions of the Companies Act, 2013, the Securities Contracts (Regulation) Act, 1956, the Securities Contracts (Regulation) Rules, 1957, the Securities and Exchange Board of India Act, 1992, each as Amended, or the rules made thereunder or Guidelines / Regulations issued, as the case may be. I further certify that all statements and disclosures made in this Draft Red Herring Prospectus are true and correct.

### SIGNED BY THE DIRECTORS OF OUR COMPANY

\_\_\_\_\_  
Rajkumarsingh Deora  
Whole Time Director

**Date:** September 29, 2022

**Place:** Mumbai

## DECLARATION

I hereby declare that all relevant provisions of the Companies Act, 2013 and the guidelines or regulations issued by the Government and / or the guidelines or regulations issued by the Securities and Exchange Board of India, as the case may be, have been complied with and no statement made in this Draft Red Herring Prospectus is contrary to the provisions of the Companies Act, 2013, the Securities Contracts (Regulation) Act, 1956, the Securities Contracts (Regulation) Rules, 1957, the Securities and Exchange Board of India Act, 1992, each as Amended, or the rules made thereunder or Guidelines / Regulations issued, as the case may be. I further certify that all statements and disclosures made in this Draft Red Herring Prospectus are true and correct.

### SIGNED BY THE DIRECTORS OF OUR COMPANY

\_\_\_\_\_  
Roopkuwar rathore  
Non Executive Director

**Date:** September 29, 2022

**Place:** Mumbai

## DECLARATION

I hereby declare that all relevant provisions of the Companies Act, 2013 and the guidelines or regulations issued by the Government and / or the guidelines or regulations issued by the Securities and Exchange Board of India, as the case may be, have been complied with and no statement made in this Draft Red Herring Prospectus is contrary to the provisions of the Companies Act, 2013, the Securities Contracts (Regulation) Act, 1956, the Securities Contracts (Regulation) Rules, 1957, the Securities and Exchange Board of India Act, 1992, each as Amended, or the rules made thereunder or Guidelines / Regulations issued, as the case may be. I further certify that all statements and disclosures made in this Draft Red Herring Prospectus are true and correct.

### SIGNED BY THE DIRECTORS OF OUR COMPANY

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**Keshav Rathi**  
Independent Director

**Date:** September 29, 2022

**Place:** Mumbai

## **DECLARATION**

I hereby declare that all relevant provisions of the Companies Act, 2013 and the guidelines or regulations issued by the Government and / or the guidelines or regulations issued by the Securities and Exchange Board of India, as the case may be, have been complied with and no statement made in this Draft Red Herring Prospectus is contrary to the provisions of the Companies Act, 2013, the Securities Contracts (Regulation) Act, 1956, the Securities Contracts (Regulation) Rules, 1957, the Securities and Exchange Board of India Act, 1992, each as Amended, or the rules made thereunder or Guidelines / Regulations issued, as the case may be. I further certify that all statements and disclosures made in this Draft Red Herring Prospectus are true and correct.

### **SIGNED BY THE DIRECTORS OF OUR COMPANY**

\_\_\_\_\_  
**Ashima Chhatwal**  
Independent Director

**Date:** September 29, 2022

**Place:** Mumbai

## **DECLARATION**

I hereby declare that all relevant provisions of the Companies Act, 2013 and the guidelines or regulations issued by the Government and / or the guidelines or regulations issued by the Securities and Exchange Board of India, as the case may be, have been complied with and no statement made in this Draft Red Herring Prospectus is contrary to the provisions of the Companies Act, 2013, the Securities Contracts (Regulation) Act, 1956, the Securities Contracts (Regulation) Rules, 1957, the Securities and Exchange Board of India Act, 1992, each as Amended, or the rules made thereunder or Guidelines / Regulations issued, as the case may be. I further certify that all statements and disclosures made in this Draft Red Herring Prospectus are true and correct.

### **SIGNED BY THE DIRECTORS OF OUR COMPANY**

\_\_\_\_\_  
**Mahipal Shethiya**  
Independent Director

**Date:** September 29, 2022

**Place:** Mumbai

## DECLARATION

I hereby declare that all relevant provisions of the Companies Act, 2013 and the guidelines or regulations issued by the Government and / or the guidelines or regulations issued by the Securities and Exchange Board of India, as the case may be, have been complied with and no statement made in this Draft Red Herring Prospectus is contrary to the provisions of the Companies Act, 2013, the Securities Contracts (Regulation) Act, 1956, the Securities Contracts (Regulation) Rules, 1957, the Securities and Exchange Board of India Act, 1992, each as Amended, or the rules made thereunder or Guidelines / Regulations issued, as the case may be. I further certify that all statements and disclosures made in this Draft Red Herring Prospectus are true and correct.

### SIGNED BY THE CHIEF FINANCIAL OFFICER OF OUR COMPANY

\_\_\_\_\_  
**Sureshkumar Jain**  
*(Chief Financial Officer)*

**Date:** September 29, 2022

**Place:** Mumbai

## DECLARATION

I hereby declare that all relevant provisions of the Companies Act, 2013 and the guidelines or regulations issued by the Government and / or the guidelines or regulations issued by the Securities and Exchange Board of India, as the case may be, have been complied with and no statement made in this Draft Red Herring Prospectus is contrary to the provisions of the Companies Act, 2013, the Securities Contracts (Regulation) Act, 1956, the Securities Contracts (Regulation) Rules, 1957, the Securities and Exchange Board of India Act, 1992, each as Amended, or the rules made thereunder or Guidelines / Regulations issued, as the case may be. I further certify that all statements and disclosures made in this Draft Red Herring Prospectus are true and correct.

**SIGNED BY THE COMPANY SECRETARY AND COMPLIANCE OFFICER OF OUR COMPANY**

\_\_\_\_\_  
**Avani Harikantra**  
*(Company Secretary and Compliance Officer)*

**Date:** September 29, 2022  
**Place:** Mumbai

## **SELLING SHAREHOLDER DECLARATION**

The undersigned Selling Shareholder hereby certifies that all statements and undertakings made by it in this Draft Red Herring Prospectus, solely and specifically in relation to itself and its respective portion of the Equity Shares being sold in the Offer for Sale, are true and correct. The undersigned Selling Shareholder assumes no responsibility for any of the statements made by the Company or any expert or any other person(s) in this Draft Red Herring Prospectus.

\_\_\_\_\_  
**Ratansingh Rathore**

**Date:** September 29, 2022

**Place:** Mumbai